**LAKE TAHOE UNIFIED SCHOOL DISTRICT**
**REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P) #3**
**LEASE-LEASEBACK CONSTRUCTION SERVICES**

Lake Tahoe Unified School District ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the following project in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.:

**Tahoe Valley Elementary School New Construction and Modernization Project**

Respondents to this Request for Qualifications and Proposals ("RFQ/P") shall submit a completed RFQ/P Packet. Respondents must mail or deliver six (6) bound copies, one (1) unbound copy, and one (1) electronic copy on USB flashdrive of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

Lake Tahoe Unified School District
1021 Al Tahoe Blvd.
South Lake Tahoe, CA 96150
RE: RFQ/P #3

**ALL RESPONSES ARE DUE BY 2:00 P.M. on Tuesday, May 6, 2025.** Oral, telegraphic, facsimile, telephone, or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened.

An optional information meeting will be conducted on **Wednesday, April 16, 2025 at 2:00 P.M.** The meeting will be held at **Tahoe Valley Elementary School – 943 Tahoe Island Dr, South Lake Tahoe, CA 96150**

Questions regarding this RFQ/P may be directed to **Roy Benge (rbenge@cumming-group.com) and the LTUSD Bond Team (bond@ltusd.org),** and must be submitted in writing on or by **5:00 P.M. on April 24, 2025**.

Each Project is subject to labor compliance monitoring and enforcement of compliance with prevailing wage requirements by the Department of Industrial Relations pursuant to Labor Code § 1771.4, and skilled and trained workforce requirements pursuant to Public Contract Code § 2600. Contractors of all tiers must be currently registered and qualified to perform public work pursuant to Labor Code § 1725.5. All Respondents must be prequalified by the District in accordance with Public Contract Code § 20111.6. First-tier electrical, mechanical and plumbing subcontractors must be prequalified prior to the time subcontractor bids are submitted.

All documents pertaining to this RFQ/P, along with prequalification information, can be accessed via the District's website: https://www.ltusd.org

All documents will be available no later than **Tuesday, April 8, 2025**.

**RFQ/P SCHEDULE SUMMARY**

| DATE | ACTION ITEM |
|---|---|
| **April 4, 2025** | **Release of RFQ/P.** |
| **Week of April 4, 2025** | **First advertisement of RFQ/P in trade journal and local newspaper.** |
| **Week of April 11, 2025** | **Second advertisement of RFQ/P in trade journal and local newspaper.** |
| **April 16, 2025 at 2:00 P.M.** | **Optional Informational Meeting.** |
| **April 24, 2025 at 5:00 P.M.** | **Last day to receive written questions from Respondents.** |
| **April 29, 2025** | **Last day for District to issue addenda to answer questions/clarifications.** |
| **May 6, 2025 at 2:00 P.M.** | **Deadline for submissions in response to RFQ/P.** |
| **Week of May 13, 2025** | **Release of shortlist of qualified Respondents and interview notifications.** |
| **Week of May 20, 2025** | **Interviews of qualified Respondents.** |
| **May 27, 2025** | **Notice to selected developer(s) to commence contract negotiation for each Project.** |

The District reserves the right to change the dates on the schedule without prior notice.

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**LAKE TAHOE UNIFIED SCHOOL DISTRICT**
**REQUEST FOR QUALIFICATIONS AND PROPOSALS**
**LEASE-LEASEBACK CONSTRUCTION SERVICES**

## I. INTRODUCTION

Lake Tahoe Unified School District ("District") serves approximately 3,900 students with one comprehensive, accredited high school, one middle school, four elementary schools, and one continuation high school. The District is located in South Lake Tahoe, California, a geographically isolated resort community situated in the Sierra Nevada mountains, next to the Nevada state line, at 6,300 feet elevation.

This Request for Qualifications and Proposals ("RFQ/P") defines the services sought from Respondents and generally outlines the Project requirements. Respondents to this RFQ/P shall submit a completed RFQ/P Packet.

## II. PROJECT DESCRIPTION AND SCOPE OF SERVICES

### A. General

The purpose of this RFQ/P is to select qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for one or both of the following projects in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.:

**Tahoe Valley Elementary School New Construction and Modernization Project**

Selected developer(s) shall have experience with the construction of public school facilities and complying with the requirements of the Office of Public School Construction ("OPSC"), the Division of the State Architect ("DSA"), and Title 24 of the California Code of Regulations.

Respondents must be properly licensed by the California Contractors State License Board and registered with the Department of Industrial Relations ("DIR") as required by law. Only Respondents who have been prequalified by the District in accordance with Public Contract Code section 20111.6 are eligible to respond to this RFQ/P.

The selected developer(s) will be required to comply with the prevailing wage requirements, the skilled and trained workforce requirements, and the District's bonding and insurance requirements. The selected developer(s) shall be required to work cooperatively with District staff, the Governing Board, all other technical consultants, the architect, the project inspector, and any program and/or construction manager, if any, retained by the District for the Project(s), citizens' oversight committee, other District committees, and the community at large to deliver a timely and professional completion of the Project.

The Projects are further defined in the attached **APPENDIX A**, along with the District's construction budget and schedule.

The criteria on which the District makes its determination will be based on the District's adopted best value methodology and criteria provided in this RFQ/P.

### B. Scope of Work

Although the final scope of work will be negotiated in the executed Agreement for each Project (defined below at subparagraph H), the selected developer shall be responsible for performing the following scope of work, at a minimum:

**Preconstruction Services:**

- Review design and support documentation for content, constructability, completeness, scheduling, clarity, consistency, and coordination.
- Undertake value-engineering analysis and prepare reports with recommendations to District and Architect of Record to maintain established program budget and specifications.
- Provide detailed cost estimates at each stage of design.
- Expedite design reviews, including modifications, if any, based on value analysis.
- Identify limitations related to materials, including identification of long lead items/materials and equipment for the project.
- Detailed site assessments including selective demolition, as-needed, to ensure existing conditions are accurately represented in the project documents.
- Provide a proposed Guaranteed Maximum Price ("GMP") for the construction of the Project with identified subcontractor bids and self-performed work.

**Construction Services:**

1. Construction of the Project in accordance with the project documents and all applicable code requirements.
2. Coordination of as-built and record drawings and specifications with all trade partners and scopes of work.
3. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates in alignment with the project specifications; provision of training for all equipment and systems.
4. Obtaining occupancy permits and coordinating testing, documentation, and governmental inspections and approvals.
5. Preparation of accounting and closeout reports and occupancy plan reports.
6. Other responsibilities as necessary for the completion of the program.

## C. Lease-Leaseback Structure

The Projects will be funded from various sources, and any agreement reached will conform to the statutory framework for the lease-leaseback delivery method pursuant to Education Code section 17406 et seq. Financing for a portion of the construction of the Project will be included in the Agreement attached to this RFQ/P as **APPENDIX B**. During construction, the District shall pay tenant improvement payments. Once the Project is complete, the developer shall lease the completed facilities back to the District for a predetermined monthly lease payment amount. However, the District intends that the lease will include an early termination payment option for the District.

### D. District Project Management Description

District's Governing Board will be responsible for making final decisions, but the District Superintendent will be responsible for day-to-day decisions and may designate a project manager who will be the primary point of contact between the selected developer(s) and the District.

### E. Prequalification of Designated Subcontractors

If used, contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses (collectively, "MEP subcontractors") shall be prequalified by the District to perform electrical, mechanical and/or plumbing construction work as a first-tier subcontractor on the Project pursuant to Public Contract Code section 20111.6.

### F. Registration of Respondent and All Tiers of Subcontractors

The selected developer(s) shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of registration with the Department of Industrial Relations required of the developer or subcontractor has been provided to and accepted by the District.

### G. Form of Agreement

The selected developer(s) must be able to execute the District's standard form of Site Lease and Facilities Lease ("Agreement"), attached to this RFQ/P as **APPENDIX B**. After the plans and specifications have been approved by DSA, the Facilities Lease will be amended to include the agreed upon Guaranteed Maximum Price. The District will enter into a separate Agreement for each Project.

### H. Indemnity

Respondents to this RFQ/P must acknowledge that they have reviewed the District's indemnity provision set forth in the Facilities Lease (**APPENDIX B**) and must agree to the indemnity provision and confirm in writing that, if given the opportunity to contract with the District, the Respondent has no substantive objections to the use of the District's standard indemnity provision.

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## I. Insurance

For each Project, the District requires at least the following insurance coverage from the selected developer(s):

| | | |
|---|---|---|
| COMMERCIAL GENERAL LIABILITY | Product Liability and Completed Operations, Fire Damage Liability – Split Limit | $5,000,000 per occurrence; $10,000,000 in aggregate |
| AUTOMOBILE LIABILITY – ANY AUTO | Combined Single Limit | $1,000,000 |
| WORKERS' COMPENSATION | | Statutory limits pursuant to State law |
| EMPLOYER'S LIABILITY | | $1,000,000 |
| BUILDER'S RISK (COURSE OF CONSTRUCTION) | | Issued for the value and scope of Work. |
| POLLUTION LIABILITY | | $1,000,000 per claim; $2,000,000 aggregate |

The limits of insurance for those subcontractors whose scope of work does not exceed One million dollars ($1,000,000) shall not be less than the following amounts:

| | | |
|---|---|---|
| COMMERCIAL GENERAL LIABILITY | Product Liability and Completed Operations, Fire Damage Liability – Split Limit | $2,000,000 per occurrence; $4,000,000 in aggregate |
| AUTOMOBILE LIABILITY - ANY AUTO | Combined Single Limit | $1,000,000 |
| WORKERS' COMPENSATION | | Statutory limits pursuant to State law |
| EMPLOYER'S LIABILITY | | $1,000,000 |

Selected developer(s) shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days' written notice to District prior to modification and/or cancellation. For Commercial General Liability and Automobile Liability, District shall be named as an additional insured on all policies. Developer's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Developer shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of insurance required of the developer or subcontractor has been provided to and accepted by the District.

### J. [Not Used]

## III. FULL OPPORTUNITY

No respondent will be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in any consideration leading to the award of the contract. The District also affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to respond to this RFQ/P.

## IV. LIMITATIONS

This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning selection of the developer will be made in the best interests of the District. The awarding of the contract pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a Proposal marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its Proposal, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

## V. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting an RFQ/P Packet.

## VI. OPTIONAL INFORMATIONAL MEETING AND SITE WALK

Respondents may attend the optional informational meeting and site walk, to be conducted on **Wednesday, April 16, 2025 at 2:00 P.M**. The meeting will be held at Tahoe Valley Elementary School – 943 Tahoe Island Dr, South Lake Tahoe, CA 96150. At this meeting, District representatives may distribute information and materials to further describe the Projects, the scope of work, and walk the proposed Project sites. Respondents may consider and address the materials and information distributed at the meeting in their RFQ/P Packets.

## VII. SUBMITTAL FORMAT

### A. Format

Material must be in 8½ x 11-inch format with font no less than 11-point font size. The RFQ/P Packets shall include divider tabs labeled with boldface headers below (e.g. the first tab would be entitled "Executive Summary," the second tab would be entitled "Table of Contents," etc.) Six (6) bound copies, one (1) unbound copy, and one (1) electronic copy of the RFQ/P Packet shall be submitted.

Respondent's total RFQ/P Packet shall not exceed thirty (30) single-sided pages, subject to the exclusions from the page limitation.

Page limitations exclude front and back covers, tabs, certificates of insurance, detailed schedule charts, resumes, and Comments to the Form of Agreement (Tab 11). Any double-sided page is counted as two single-sided pages. Submittals containing more than the authorized number of pages will not be considered.

Additionally, the unbound copy, marked "Copy for Reproduction," shall be formatted as follows:

- No divider sheets or tab
- Text printed on one side only (i.e., no back-to-back pages)
- Pages with proprietary information removed
- A cover sheet listing the firm's name, the total number of pages, and identification of those pages that were removed due to proprietary information

### B. General Overview

Each RFQ/P Packet shall include a description of the type, technical experience, backgrounds, qualifications and expertise of the Respondent. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project(s) and fulfill the goals and vision of the District as its developer for the Project(s). Submittals shall describe in detail the Respondent's methods and plan for carrying out the Project(s). Included in this information must be a description of construction scheduling, staging, and logistics based on timelines and information provided by the District in this RFQ/P and the mandatory informational meeting. Describe the Respondent's approach to the Project(s), including any creative methodology and/or technology that the Respondent uses or unique resources that the Respondent can offer to the District.

### C. Contents

Respondents shall comply with the following requirements for its RFQ/P Packet:

### 1. TAB 1 – Executive Summary (max. 1 page)

This should be an overview of the entire RFQ/P Packet with a description of the general approach and/or methodology the Respondent will use to meet the goals and fulfill the general functions as set forth in this RFQ/P.

### 2. TAB 2 – Table of Contents

This should be a complete and clear listing of the headings and pages to allow easy reference to key information.

### 3. TAB 3 – Cover Letter Identifying Respondent (max. 1 page)

This should be a letter of introduction signed by an authorized officer of the Respondent. If the Respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall also include:

**a.** Respondent's name.

**b.** Address, include any branch office address and point of contact.

**c.** Telephone number.

**d.** Facsimile number.

**e.** E-Mail address.

**f.** Identify team.

**g.** Clearly identify the individual(s) who are authorized to speak for the Respondent during the evaluation process. Please include cell phone number and e-mail address.

**h.** And, the following statement:

> "[RESPONDENT'S NAME] received a copy of the District's Site Lease and Facilities Lease ("Agreement") attached as Appendix B to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

**i.** Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

### 4. TAB 4 - Respondent Information

**a.** A brief history of the Respondent. Please include any former names of the Respondent and the number of years the Respondent has participated in construction as a general

contractor under each name. List any reasons for change or name or corporate structure.

**b.** Organizational chart for Respondent. This shall include the names of all key personnel, joint venture partners, and sub-consultants with their titles and specific task assignments for the Project. The District's evaluation will consider the entire team. Therefore, no changes in the Respondent's composition will be allowed without prior written approval by the District.

At minimum, Respondent shall identify and provide resumes for the project manager, superintendent, and project executive to be involved with the Project, including their school construction experience. Specifically, each resume shall include detailed experience of the last ten (10) years, client contact information for proposed staffs' current or most recent assignment, and description of their experience working on DSA projects. If Respondent is selected for an interview, the identified individuals must attend the interview and any required in-person presentations.

**c.** Description of Respondent's technical competence, including a description of in-house resources (e.g. computer capabilities, software applications, modeling programs, etc.), and Respondent's ability to draw upon multi-disciplinary staff to address the services required under the RFQ/P.

**d.** Provide the volume of construction in dollars for each of the past three (3) years.

**e.** Provide a statement regarding the Respondent's availability and resources. This statement shall specifically describe the availability of the project manager, superintendent, and project executive serving the project.

**f.** Provide a statement on financial resources, bonding capacity and insurance coverage.

**g.** Provide a claims statement *for all resolved or ongoing claims*: Submit a statement indicating any and all suits or claims in which the Respondent or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating any and all claims in which claims and/or litigation have been pursued against the Respondent or its personnel. For each listed claim and/or litigation: state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

Respondent's claims statement **must** include resolved *and* ongoing claims. Respondent's claims statement **must** include claims history for Respondent *and* its personnel, as well as Associated Firms.

"Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with Respondent and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer).

**h.** Contractor license number and whether license has been revoked or suspended in the last five (5) years. Respondent must hold a General Building Contractor License (B License), which is current, valid and in good standing with the Contractor's State License Board. Provide the following for each license:

i. Exact name of license holder on file.

ii. License Classification.

iii. License Number.

iv. Date Issued.

v. Expiration Date.

vi. Whether license has been suspended or revoked in the past five (5) years. If so, explain.

**i.** Provide signatory status.

**j.** Location of nearest local office and main office, if different.

**k.** Certificate(s) of Insurance identifying the firm's current insurance coverages.

**l.** Provide Non-Collusion Declaration. (**APPENDIX C-1**.)

**m.** Provide Iran Contracting Act Certification. (**APPENDIX C-2**.)

**5. TAB 5 – Methods and Strategic Plan for Tahoe Valley Elementary School New Construction and Modernization Project**

Detailed description of Respondent's methods and plan for carrying out the Project, including:

**a.** The technical and managerial approach to the Respondent's partnership with the District. Take into account the District's goals for the Project and the general functions required. Respondent may identify additional necessary tasks and discuss these in its proposed method to accomplish the work, including how it may approach work in occupied campuses.

**b.** How Respondent plans to incorporate skilled and trained workforce into the Project.

**c.** How Respondent plans to incorporate local subcontracting teams into the Project.

**d.** How Respondent plans to incorporate construction means and methods into the Project.

**e.** Respondent shall provide description of preconstruction services for the project for which the proposal is being submitted. Respondent shall describe approach for preconstruction services for modernization projects in detail. Statement shall include methodology for development of proposed cost for completing preconstruction services for the Project.

**f.** Respondent shall describe its approach to implementing quality control.

**g.** Respondent shall provide detailed information on how it will implement and maintain safety practices and procedures. Describe the Respondent's safety record and safety program, including at least the Respondent's worker safety program and how construction safety would be managed for the project.

**h.** Respondent shall describe its approach to preconstruction and construction practices as they relate to extreme weather conditions, including snow and fire.

**i.** Respondent shall describe its approach to preconstruction and construction practices as they relate to navigating the jurisdictional agencies in the Lake Tahoe Basin.

Emphasis will be given to the methods and strategic plan as they relate to preconstruction services and how the preconstruction services will transition into the construction services.

### 6. TAB 6 – Prior Relevant Experience

Description of the Respondent's experience with respect to the areas of public schools or similar construction over the past five (5) years. Specifically, please provide a list of completed or ongoing projects the Respondent has been involved with for the past five (5) years where the total project contracts exceeded fifteen million dollars ($15,000,000) per project. Within that list:

**a.** Identify the method (e.g. lease-leaseback, bid-build, etc.) by which each project was constructed. For lease-leaseback projects, include the total cost of each project and a breakdown of the total cost by preconstruction services and construction services.

**b.** Include a discussion of Respondent's experience with working with the DSA on public school projects.

**c.** Identify and include discussion of Respondent's experience with projects performed in an occupied building and/or immediately adjacent to an occupied building and/or campus.

**d.** Identify whether the project is completed or ongoing.

**e.** Identify if any of the projects had phased completion.

For the projects listed, above, be sure to also include the following information:

**a.** Project's name and description;

**b.** Firm's role;

**c.** Award and completion dates;

**d.** Project's initial contract price and final contract price;

**e.** Amount of fees received;

**f.** Include Respondent's proposed team members for the LTUSD Project and their roles within the above projects;

**g.** Relationship with owner/client;

**h.** References: Provide a contact name, telephone number and email address for the owner – **Failure to provide reachable contact shall disqualify project from scoring consideration**; and

**i.** Discussion of claims, demands, and/or litigation arising from the project and involving the Respondent, and resolution of the same.

**j.** Include examples of other similar project assignments on the part of the Respondent.

### 7. TAB 7 – Contracting History

If any of the following have occurred, please describe in detail the circumstances of each occurrence:

**a.** Failure to enter into a contract or professional services agreement once selected.

**b.** Withdrawal of a proposal or bid as a result of an error.

**c.** Termination or failure to complete a contract.

**d.** Debarment by any municipal, county, state, federal, or local agency.

**e.** Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.

**f.** Conviction of the Respondent or its principals for violating any state or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any other federal or state law related to bidding or performance of services.

**g.** Knowing concealment of any deficiency in the performance of a prior contract.

**h.** Falsification of information or submission of deceptive or fraudulent statement in connection with a contract.

**i.** Willful disregard for applicable rules, laws, or regulations.

**j.** Any CAL OSHA or Federal OSHA finding against the Respondent for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years.

**k.** Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Respondent to perform the needed services. Accordingly, Respondent may describe mitigating factors as part of description of any of the above.

### 8. TAB 8 – Price Proposal for Tahoe Valley Elementary School New Construction and Modernization Project

Price Proposals must conform to the format provided below. Proposals should be based on the estimated project cost in **APPENDIX A** to this RFQ/P. *Respondents should attach additional sheets with explanation, detail, and backup as needed.*

| **Item** | **Amount** |
|---|---|
| **Proposed Preconstruction Services Fee (Not To Exceed)** | $_____ |
| **Developer's Fee (as a percentage of Cost of Work)** | _____% |
| **General Conditions Costs Per Month (see Appendix C-3)** | $_____ per month |
| **Required Bonds (as a percentage of Cost of Work)** | _____% |
| **Required Insurance (as a percentage of Cost of Work)** | _____% |
| **Proposed Construction Contingency (applied to errors and omissions)** | $_____ Or<br>_____% |

The pricing will be evaluated based on the: (1) preconstruction services cost or method of calculation; (2) Respondent's fee, which includes profit and overhead; (3) general conditions cost; (4) bonds and insurance percentage; and (5) construction contingency to be applied to errors and omissions.

After the Agreement is awarded and DSA approves the plans and specifications, the selected developer will be required to provide a Guaranteed Maximum Price ("GMP") for the Project. As part of the District review of the GMP, the District will expect to have access to all subcontractor bids, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and Respondent's fees. The GMP shall include all of Respondent's cost for labor, materials, equipment, overhead and profit, general conditions, contractor contingency, and allowances, if any, but shall specifically exclude the amount of the District contingency. In the event the selected developer realizes a savings on any aspect of the Project, such savings shall be added to the District contingency and expended

consistent with the District contingency. In addition, any portion of the contractor contingency and/or allowance remaining after completion of the Project shall be added to the District contingency. The Facilities Lease will be amended to include the agreed upon GMP, if the District proceeds with the construction phase of the Project.

### 9. TAB 9 – Insurance

Each Respondent must demonstrate that it can maintain adequate insurance as required herein. Therefore, each RFQ/P Packet must include a letter from the Respondent's insurance company indicating its ability to provide insurance coverage on behalf of Respondent in accordance with the insurance requirements listed in Section II.I.

### 10. TAB 10 – Assurances

The Respondent must acknowledge each of the following items and confirm that it will be willing and able to perform these items:

**Preconstruction Services:** Respondent shall provide services that relate to the organization and development of the Project prior to the start of construction including the following:

- **Site Evaluation:** Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, selected developer may make recommendations relating to soils investigations and utility locations and capacities in order to minimize unforeseen conditions. This will include detailed site assessments including selective demolition, as-needed, to ensure existing conditions are accurately represented in the project documents.

- **Plan Review:** Provide plan review and constructability services. Refer to the Facilities Lease for the required scope. Place an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget. During the review, selected developer shall review the documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The selected developer shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.

- **Pre-construction Meetings:** Attend meetings at the Project site with the architect of record and the District every two (2) weeks, until the Notice to Proceed with Construction is issued (meeting duration is approximately 2 hours).

- **Value Engineering:** Provide a detailed analysis, including cost, of all major Project systems with an emphasis on possible value engineering possibilities.

- **Detailed Construction Critical Path Schedule:** Produce detailed construction critical path schedules (using Microsoft Project, P6, or equal) to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

- **Preliminary and Detailed Estimates:** Provide preliminary construction estimates using like-kind construction costs. Upon receipt of the Project plans and specifications, provide detailed construction estimates showing the values

of all major components of the Project. Estimates shall be in a format approved by the District's representative.

- **Construction Planning:** Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.

- **Site Safety Plan:** Provide a comprehensive site-specific safety plan including maps, diagrams, and plan sheets as necessary, in accordance with DSA and OSHA requirements.

- **Other services:** Any other services that are reasonable and necessary to control the budget and schedule.

**Construction Services:**

- **Project Accounting and Management Systems:** In coordination with District staff, develop the Project accounting and budget management systems. A process of up-to-date costs management will be necessary. During construction, monthly reporting will be required.

- **General Conditions:** List what is included in the Respondent's general conditions (including full-time and part-time personnel) and a monthly value of the general conditions. Indicate what would be included as a cost of work versus a line item in the general conditions. See **APPENDIX C-3** for requirements.

- **Management of Project:** Administer and coordinate on a daily basis the work of all trade contractors the successful Respondent hires to work on the Project. Enforce strict performance, scheduling, and notice requirements. Document the progress and costs of the Project. Report proactively on potential schedule impacts. Recommend potential solutions to schedule problems.

- **Trade Contractors:** Pursuant to Public Contract Code section 20111.6, each prospective MEP Contractor holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses shall be prequalified by the District to perform electrical, mechanical and/or plumbing construction work as a first-tier subcontractor on the Project.

### 11. TAB 11 – Comments to Form of Agreement

Respondents must thoroughly review the Agreement attached to this RFQ/P as **Appendix B** and confirm in writing that, if given the opportunity to contract with the District, Respondent has no substantive objections to the use of the District's standard agreement. Respondent must also identify any term or condition of the Agreement that Respondent requests modifying, deleting, or adding. Respondents must set forth a clear explanation of what modification would be sought and specific alternate language. Comments on the form of Agreement will be excluded from the page count. ***If selected, Respondent will be precluded from negotiating changes that have not been identified in its RFQ/P Packet.*** The District will review, but is not obligated to accept, any proposed changes.

## VIII. SELECTION CRITERIA

### A. Best Value Evaluation

The RFQ/P Packets will be evaluated based on the District's adopted criteria and rating system to determine the qualified Respondent(s) providing the best value to the District for all

candidates that meet the pass / fail criteria listed below (i.e., receive a PASS).

| CRITERIA ITEM DESCRIPTION | MAXIMUM POINTS |
|---|---|
| **Conflict(s) of Interest** | PASS / FAIL |
| **Safety Information** | PASS / FAIL |
| **Agreement to use District Form of Agreement** | PASS / FAIL |
| **False Claims** | PASS / FAIL |
| **License Status** | PASS / FAIL |
| **Termination History** | PASS / FAIL |
| **TAB 1 - Executive Summary** | 20 points |
| **TAB 3 - Cover Letter Identifying Respondent** | 40 points |
| **TAB 4 - Respondent Information** | 140 points |
| **TAB 5 - Methods and Strategic Plan** | 300 points |
| **TAB 6 - Prior Relevant Experience** | 200 points |
| **TAB 7 - Contracting History** | 170 points |
| **TAB 8 - Price Proposal** | 250 points |
| **TAB 9 - Insurance** | 50 points |
| **TAB 10 - Assurances** | 130 points |
| **Interview** | 400 points |
| **TOTAL: MAXIMUM 1,700 POINTS** | |

Based on these criteria, District staff assign points to each proposer and then calculate the total points awarded to the proposer on a per-Project basis. The more points, the higher the proposer is ranked. The highest ranked proposer reflects the best combination of price and qualifications for the Project.

### B. District Investigations

The District may perform investigations of Respondents that extend beyond contacting the references identified in the RFQ/P Packets.

### C. Interviews

The District may invite some of the finalists to meet with a District selection committee. Key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the proposal, the firm's history, and other matters the committee deems relevant to evaluation with the firm. The interview will start with the firm presenting its proposal and its Project team. The finalists may be required to submit in advance of the interview a more detailed fee proposal. If requested, this fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work.

Any comments or objections to the form of Agreement attached hereto as **APPENDIX B** to this RFQ/P shall be provided in writing in the RFQ/P Packet and may be the subject of inquiry at the interview. District reserves the right to accept, reject or negotiate requested revisions. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District.

### D. Selection Process

RFQ/P Packets shall be evaluated on a per-Project basis and each Project awarded in the following manner:

**1.** All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in RFQ/P.

**2.** District shall evaluate the qualifications of the Respondents based solely upon the adopted criteria and evaluation methodology and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the District.

**3.** The District's Governing Board shall award the Project to the responsive proposer whose proposal is determined, in writing by the Governing Board, to be the best value to the District.

**4.** If the selected developer refuses or fails to execute the tendered proposed contract, the Governing Board may award the contract to the proposer with the second highest best value score if it deems it to be for the best interest of the District. If the second selected developer refuses or fails to execute the tendered instrument, the Governing Board may award the instrument to the proposer with the third highest best value score if it deems it to be for the best interest of the District.

**5.** Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.

### E. Final Determination and Award

It is expected that the selection committee will make recommendations to District staff regarding the candidates and awarding the contract. The awarding of contract(s) is at the sole discretion of the District.

The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein and/or in an agreement offered to the entity, to reject any proposal as non-responsive, and/or not to contract with any firm for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

The RFQ/P Packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District, unless portions of the materials are designated as proprietary at the time of submittal and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

## IX. SUBMISSION GUIDELINES

Respondents to this RFQ/P should mail or deliver six (6) bound copies, one (1) unbound copy, and one (1) electronic copy on a USB flashdrive of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

Lake Tahoe Unified School District
1021 Al Tahoe Blvd.
South Lake Tahoe, CA 96150
RE: RFQ/P #3

**ALL RESPONSES ARE DUE BY 2:00 P.M. on Tuesday, May 6, 2025. 2025** Oral, telegraphic, facsimile, telephone, or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened.

Each submittal must conform and be responsive to the requirements set forth in this RFQ/P. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

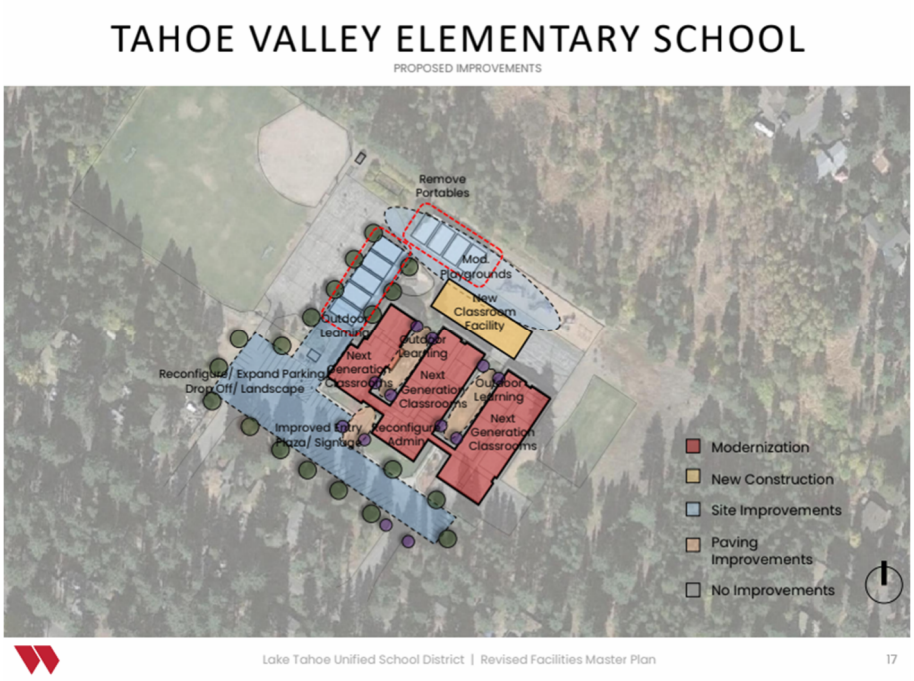
The District hereby notifies all Respondents that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, no respondent will be discriminated against on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status on consideration for the award.

**WE THANK YOU FOR YOUR INTEREST IN THE DISTRICT'S MEASURE U BOND PROJECTS.**

**APPENDIX A**
**Project Description**

Project Name: **Tahoe Valley Elementary School New Construction and Modernization**

- New Construction:
  - Replace Non-Permanent Facilities with Permanent Classrooms (8,640 SF)
- Modernization:
  - Demolish Non-Permanent Facilities
  - Replace Asphalt Paving throughout including Improved Parking / Drop Off (add parking)
  - Update Fire Alarm
  - Create Modern Learning Resource Space & Administration for Safety (One Point of Entry)
  - Modernize All Classroom Environments including addition of TK (25,027 SF)
  - Modernize all Playground Areas
  - Create / Activate Outdoor Learning Areas
  - Modernize the Multipurpose Facility & Kitchen Area (7,802 SF)




Anticipated Schedule Milestones:

- Design Phase – 3/25-9/25
- Agency Approval – 10/25-2/26
- GMP/Construction – 3/26-7/27
- Occupancy – 8/27

Project Estimate: $17,100,000 (Construction Budget)

Architect: Studio W Architects

END OF DOCUMENT

**APPENDIX B**
**Form of Agreement**

See Attached:

Site Lease
Facilities Lease
LLB Contract Documents

**APPENDIX C-1**

**NON-COLLUSION DECLARATION**
**(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing
[Title] [Name of Firm]
bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]
at _____, _____.
[City] [State]

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

## APPENDIX C-2

## IRAN CONTRACTING ACT CERTIFICATION
## (Public Contract Code Sections 2202-2208)

Prior to bidding on or submitting a proposal for a contract for goods or services of $1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

☐ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

| *Vendor Name/Financial Institution (Printed)* | *Federal ID Number (or n/a)* |
|---|---|
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* | *Date Executed* |

END OF DOCUMENT

## APPENDIX C-3

### Allowable General Condition Costs
### Construction Phase Scope Detail

| | Project (On Site Jobsite Staff) | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---|---|---|---|---|---|
| 1 | Operations Manager | | X | | |
| 2 | Project Manager | | X | | |
| 3 | Project Superintendent | | X | | |
| 4 | Project Engineer | | X | | |
| 5 | Home Office Engineer | X | | | |
| 6 | Scheduling Engineer | X | | | |
| 7 | Field Engineer | X | | | |
| 8 | Draftsman/Detailer | X | | | |
| 9 | Record Drawings | X | | | |
| 10 | Field Accountant | | | X | |
| 11 | Timekeeper/Checker | | | X | |
| 12 | Secretarial/Clerk Typist | | | X | |
| 13 | Independent Surveyor | X | | | |
| 14 | Safety &. E.E.O. officer | X | | | |
| 15 | Runner/Water Boy | X | | | |
| 16 | Vacation Time/Job Site Staff | | | X | |
| 17 | Sick Leave/Job Site Staff | | | X | |
| 18 | Bonuses/Job Site Staff | | | X | |
| 19 | Quality Control Program | X | | | |
| 20 | Qualified SWPPP Practitioner (QSP) | | | | X |
| 21 | SWPPP Creation, Approval, Notifications | | | | X |

| | Temporary Utilities | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---|---|---|---|---|---|
| 1 | Telephone Installation | X | | | |
| 2 | Telephone Monthly Charges | X | | | |
| 3 | Elect Power Installation | X | | | |
| 4 | Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction | X | | | |
| 5 | Elect Power Monthly Charges | | | | X |
| 6 | Water Service for construction | X | | | |
| 7 | Heating & Cooling Costs for construction | X | | | |
| 8 | Light Bulbs & Misc. Supplies for construction | X | | | |
| 9 | Clean-Up-Periodical | X | | | |
| 10 | Clean-Up-Final | X | | | |
| 11 | Dump Permits and Fees | X | | | |
| 12 | Recycling/Trash Dumpster Removal/Hauling | X | | | |
| 13 | Flagger/Traffic Control | X | | | |
| 14 | Dust Control | X | | | |
| 15 | Temporary Road and Maintenance if | X | | | |
| 16 | Trash Chute & Hopper (if applicable) | X | | | |

| Direct Job Costs | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---|---|---|---|---|---|
| 1 | Wages of Construction Labor | X | | | |
| 2 | Labor/Fringe Benefits & Burden | X | | | |
| 3 | Subcontract Costs | X | | | |
| 4 | Material & Equipment/Included | X | | | |
| | a. Contractor Owned Equip, trucks | X | | | |
| | b. Small Tools - Purchase | X | | | |
| | c. Small Tools - Rental | X | | | |
| 5 | Warranty Work & Coordination | X | | | |

| Temporary Facilities | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---|---|---|---|---|---|
| 1 | Office Trailer including shared office for IOR & CM (office must include lockable door, 2 desks, 2 chairs, 1 file cabinet, and Wi-Fi connection) | | X | | |
| 2 | Storage Trailer & Tool Shed Rental | X | | | |
| 3 | Office Furniture/Equip/computers | X | | | |
| 4 | Xerox Copies/Misc. Printing | X | | | |
| 5 | Postage/UPS/FedEx | X | | | |
| 6 | Project Photographs | X | | | |
| 7 | Temporary Toilets | | X | | |
| 8 | Project Sign | X | | | |
| 9 | Temporary Fencing/Enclosures | X | | | |
| 10 | Covered Walkways if required | X | | | |
| 11 | Barricades | X | | | |
| 12 | Temporary Stairs | X | | | |
| 13 | Opening Protection | X | | | |
| 14 | Safety Railing & Nets | X | | | |
| 15 | Drinking Water/Cooler/Cup | X | | | |
| 16 | Safety/First Aid Supplies | X | | | |
| 17 | Fire Fighting Equipment | X | | | |
| 18 | Security Guards | X | | | |
| 19 | Watchman Service | X | | | |
| 20 | Phone/fax lines, cell phones, Wi-Fi | | | X | |
| 21 | Temporary "Swing space" portables to house teachers and students as required for phasing | | | | X |
| 22 | Utility connections and civil work needed for temporary "swing space" portables as required for phasing | | | | X |

| Miscellaneous Project Costs | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---|---|---|---|---|---|
| 1 | Performance and Payment Bonds | X | | | |
| 2 | Developer-provided insurance | X | | | |
| 3 | Printing - Drwgs & Specs (Max of 15 sets) | | | X | |
| 4 | Initial Soils Investigation | | | | X |
| 5 | Testing and Inspection | | | | X |
| 6 | Maintenance After Occupancy | | | | X |
| 7 | Facility Operator/Training | X | | | |
| 8 | Fees | | | | X |

| Hoisting | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---|---|---|---|---|---|
| 1 | Hoist & Tower Rental | X | | | |
| 2 | Hoist Landing & Fronts | X | | | |
| 3 | Hoist Operator | X | | | |
| 4 | Hoist Safety Inspections | X | | | |
| 5 | Hoist Material Skips/Hoppers | X | | | |
| 6 | Erect & Dismantle Hoists | X | | | |
| 7 | Crane Rental | X | | | |
| 8 | Crane Operators | X | | | |
| 9 | Crane Safety Inspections | X | | | |
| 10 | Erect & Dismantle Crane | X | | | |
| 11 | Fuel, Repairs, Maintenance | X | | | |
| 12 | Crane Raising/Jumping Costs | X | | | |
| 13 | Safety Inspections | X | | | |
| 14 | Forklift Rental | X | | | |
| 15 | Forklift Operator | X | | | |
| 16 | Forklift Safety Inspections | X | | | |
| 17 | Fuel, Repairs, Maintenance | X | | | |

| Contractor's Main Office Staff | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---|---|---|---|---|---|
| 1 | Corporate Executives | | | X | |
| 2 | Principal in Charge | | | X | |
| 3 | Estimating Cost Engineering | | | X | |
| 4 | Value Engineering | | | X | |
| 5 | Scheduling | | | X | |
| 6 | Drafting and Detailing | | | X | |
| 7 | Purchasing & Contracts | | | X | |
| 8 | Accounting & Bookkeeping | | | X | |
| 9 | Safety & E.E.O Officer | | | X | |
| 10 | Secretarial | | | X | |
| 11 | Clerk/Typist | | | X | |
| 12 | Computer/Data Processing | | | X | |
| 13 | Legal (General Services/Pertaining to | | | X | |
| 14 | Travel & Subsistence | | | X | |
| 15 | Fringe Benefits & Burden | | | X | |
| 16 | Vacation Time/Main Office | | | X | |
| 17 | Bonuses/Main Office | | | X | |
| **General Conditions Total Cost transfer to Fee Proposal** | | | $ | | |