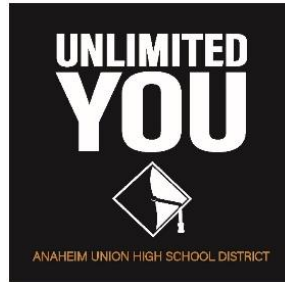


ANAHEIM UNION HIGH SCHOOL DISTRICT



Request for Proposals for Pre-Construction and Lease-Leaseback Services for RFP #2022-28

Athletic Field Improvements – Anaheim HS & Western HS, Katella HS Pool and Various Marquees

**Proposal Deadline
June 23, 2022 at 2:00 PM**

Submit To:

Anaheim Union High School District
501 N. Crescent Way, Anaheim, CA 92801
Attention: Jennifer Keys
714-999-2380 – keys_j@auhsd.us

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I. PURPOSE OF THE RFP:

By way of this Request for Proposals (“RFP”), the Anaheim Union High School District (“District”) seeks proposals from lease-leaseback contractors (“Contractor” or “Firm”) to provide pre-construction services and lease-leaseback construction services for the District’s **Athletic Field Improvements – Anaheim HS & Western HS, Katella HS Pool and Various Marquees** (“Project”). The purpose of this RFP is to obtain information that will enable the District to select a lease-leaseback Contractor using the “best value” competitive procurement process under Education Code section 17400 et seq., that can assist the District with both pre-construction services and construction services. The “best value” competitive procurement process is an evaluation process whereby a Firm is selected by the District on the basis of objective criteria for evaluating the qualifications of Firms, with the selected Firm representing the best combination of price and qualifications. Each Contractor responding to this RFP should be prepared and qualified to provide the pre-construction services and lease-leaseback construction services described in this RFP to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical time deadlines and schedules.

II. BACKGROUND ON THE PROJECT:

Anaheim Union High School District is located in Orange County and serves approximately 29,000 students at twenty campuses from Anaheim, Cypress, Buena Park, La Palma, and Stanton. On November 4, 2014, the voters passed bond Measure H, which authorizes the issuance of \$249,000,000 in general obligation bonds to repair and modernize aging classrooms and school facilities, including repairing classroom and labs, leaky roofs, decaying walls, restrooms; accessibility upgrades for disabled students; upgrades to infrastructure and utilities; enhancing safety and security systems; and acquiring, upgrading, and constructing 21st century classrooms, schools, sites, and support facilities.

This Project will be constructed using the lease-leaseback project delivery method authorized by Education Code section 17400 et seq. The District has contracted with Ghataode Bannon Architects (“GBA”) & SGH Architects to be the Architect of Record for the Project, and the lease-leaseback Contractor will be expected to provide both pre-construction services and lease-leaseback construction services for the Project as described below:

Athletic Field Improvements – Anaheim HS & Western HS, Katella HS Pool and Various Marquees

Project Description:

1. Anaheim HS: Renovation of existing field including grading, drainage with storm chambers, natural turf field with new irrigation system, synthetic track, 5-tier bleachers, scoreboard, goalposts, event pole lighting, electrical and low voltage systems, fencing, new walkways and paving.
2. Western HS: Construction of a new practice field with artificial turf, new modular concession/restroom building, band tower, 5-tier bleachers and shade structures,

scoreboard, goalposts, event pole lighting, electrical and low voltage systems, marquee, irrigation water cannons, paving, pedestrian walkway with paving, ramps and landscaping.

3. Katella HS Pool: Reconstruction of existing pool including diving well infill and overall depth increase, new deck, new storage area, new restroom, modernization of equipment rooms and new equipment, new accessible ramp and fencing.
4. Marquee Signs at Various Sites: Five (5) marquee signs, one (1) scoreboard, one (1) monument sign with electronic message board and replacement of two (2) electronic boards on existing monument signs at various sites.

The estimated construction budget for the Project is \$18 million and the estimated performance period is 12 months.

Part of this Project is subject to the requirements set forth in the Community Benefits Agreement for Construction Project Work Funded by Measure H (“CBA”) approved by the District’s Board of Trustees on July 13, 2017 and amended on December 15, 2020. All Firms are recommended to carefully read the CBA that can be found in this RFP package under “Attachment 5” before submitting a proposal for the Project.

III. RFP TIMELINE:

Request for Proposals Issued May 26, 2022
Mandatory Project Walk-Through..... May 26, 2022 @ 10:00 am
Prequalification Submittal..... June 9, 2022 by 2:00 pm
Deadline for Submittal of Questions..... June 20, 2022 by 7:30 am
Responses to the Questions Submitted June 20, 2022 by 2:00 pm
Due Date for Submittal of Proposals June 23, 2022 by 2:00 pm
Short List Interviews June 29, 2022*
Due Date for Fee Proposals..... June 29, 2022*
Notification of Selected Firm July 1, 2022*
Anticipated Board Approval Date July 14, 2022*

* Estimated deadlines subject to revision at the District’s discretion.

IV. QUESTIONS AND CLARIFICATION OF THE RFP

All questions, requests for explanation or clarifications of any kind in regard to this RFP shall be made in written form, submitted via email to Jennifer Keys, at keys_j@auhsd.us; by no later than 7:30 a.m., June 20, 2022. A response will not be provided to any late questions, or requests for explanation or clarifications. All addenda and clarifications will be provided to those Firms that have registered with the District. Any interpretation, clarification, or correction of this RFP will only be made by addendum as noted above. No person or Firm is authorized to make any oral interpretation of any provision in this RFP, nor shall any oral interpretation be binding on the District.

ATTEMPTS TO CONTACT DISTRICT STAFF OR BOARD MEMBERS REGARDING THIS RFP WILL BE GROUNDS FOR DISQUALIFICATION FROM THE SELECTION PROCESS.

V. PRE-CONSTRUCTION SERVICES

The District anticipates that the successful Contractor will provide pre-construction services including, but not limited to, reviewing the Project's plans and specifications during the design of the Project to identify and note all deficiencies, incongruities and inconsistencies that may affect constructability of the Project including, but not limited to, design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services to facilitate and prepare for the successful development and construction of the Project.

The pre-construction services will also include, but not be limited to, the following tasks: design meetings with the architects and engineers, and the project team; review and validation of estimates prepared by the architect; preparation of a master critical path method schedule for the Project; preparation of cost estimates based on the final construction documents, including allowances, contingencies, general conditions, costs and fees; constructability reviews; value engineering; construction planning and phasing, and cost proposal strategies all with the goal that the DSA-approved plans and specifications for the Project will be complete such that the Project can be constructed by a competent licensed general building contractor in strict accordance with the DSA-approved plans and specifications without change orders, delays, or additional charges to District.

The successful Contractor shall not provide any pre-construction services or work that requires a contractor's license pursuant to Business and Professions Code section 7065 et seq.

VI. DIR REGISTRATION AND PREVAILING WAGES

DIR Registration. Contractors and their subcontractors (of any tier) shall not be qualified to submit or be listed on a proposal, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a proposal that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

Prevailing Wages. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to

Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations.

VII. SUBCONTRACTOR DESIGNATIONS

Pursuant to Education Code section 17406(a)(4)(A), the District is requiring all Firms to identify and designate the subcontractors who will be performing the following scope(s) of work as set forth in Attachment 3. Each Firm shall list only one subcontractor for each scope of work as defined by the Contractor in its proposal. All subcontractors shall be properly licensed by the Contractors State License Board. All designated subcontractors in Attachment 3 will be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.)

After award of the lease-leaseback contract for the Project, and in accordance with Education Code section 17406(a)(4)(B), any subcontractor that was not identified in the Contractor's proposal and whose subcontract value exceeds one-half of one percent of the price allocable to construction work must be awarded a subcontract in accordance with the following process:

- A. Provide public notice of availability of work to be subcontracted in accordance with publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
- B. Establish reasonable qualification criteria and standards.
- C. Award the subcontract either on a best value basis or to the lowest responsible bidder.

The process above may include prequalification or short-listing. The process shall not apply to subcontractors listed in the Contractor's original proposal. Subcontractors awarded subcontracts as set forth above shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.)

All subcontractors (of any tier) performing any portion of the Work must comply with Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

VIII. CONTENTS OF THE PROPOSAL

Firms must submit five (5) hard copies and a digital copy (on a thumb drive) of the proposal. All proposals should address the requested information for each of the

evaluation categories below. The proposal shall demonstrate the qualifications, competence, and capacity of the Firm:

- A. Cover Letter/Letter of Interest** - Include a cover letter, addressed to Jennifer Keys, Procurement Contract Specialist, stating the eligibility of the Firm to respond to this RFP, a brief description and history of the Firm, and a statement of interest.
- B. Table of Contents** - The table of contents shall reflect the order stated herein and shall include section titles and page numbers.
- C. Evaluation Categories**
 - 1. **Mandatory Requirements** – The following requirements are mandatory and must be satisfied. The mandatory requirements will be scored on a pass/fail basis. Failure to meet any one of the mandatory requirements specified in this Section VIII(C)(1) will disqualify your Firm from any further consideration for this RFP.

- a. **Lease-Leaseback Contractor and Subcontractor Prequalification** – All Firms submitting a proposal to this RFP must be prequalified with the District pursuant to Public Contract Code section 20111.6 (b)-(m) without exception prior to submitting a proposal. Any Firm that submits a proposal and is not prequalified will be deemed non-responsive and that Firm’s proposal will be rejected and returned to the Firm unopened.

Prequalification documents are available from the Anaheim Union High School District website at www.auhsd.us, and at 501 N. Crescent Way, Anaheim, CA 92801. Prequalification documents must be submitted by June 9, 2022 by 2:00 pm for general contractors. Contractors will be notified by telephone, email, or mail of their prequalification rating within a reasonable period of time after submission of their prequalification documents, but not less than five business days prior to the proposal submission deadline.

All mechanical, electrical or plumbing (“MEP”) subcontractors (defined as contractors that **hold** a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 license), who are identified in the proposal as set forth in Attachment 3, must also be prequalified prior to submitting a proposal. This prequalification requirement applies even if the subcontractor will perform, or is designated and identified to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above.

Prequalification due date for MEP subcontractors is June 9, 2022 at 2:00 pm.

MEP subcontractors (as defined above) that are NOT required to be designated and identified in the proposal as set forth in Attachment 3 must be prequalified prior to the award of their respective subcontract. A list of prequalified MEP subcontractors will be made available by the District upon request, but not less than five business days prior to the proposal submission deadline. However, it is the responsibility of the Contractor to ensure that all MEP subcontractors **holding** any of the licenses listed above are properly prequalified.

- b. **Contractor Responsibility** – Identify if your Firm has ever had the following occur in the past seven (7) years. For the purposes of this paragraph, “Firm” shall include any present or past (over the last five years), officers, owners, principals, partners, or any qualifying individuals including any RME or RMO. Any occurrence of the following in the past seven (7) years shall render the Firm not qualified to submit a proposal:
- Found to be a non-responsible contractor by any public agency;
 - Convicted for false claims;
 - Firm’s license revoked or suspended;
 - Debarred or otherwise ineligible to bid on or be awarded a public works contract;
 - Terminated for cause or defaulted on a construction contract; or
 - Convicted of a crime involving the awarding of a construction contract, or the bidding or performance of a construction contract.
- c. **License Requirements** – Pursuant to Business and Professions Code section 7028.15 and Public Contract Code section 3300, the Contractor must possess a California Contractor’s **Class “B”** license at the time of submittal of its proposal, and for the duration of the contract, if awarded. Subcontractors must possess the appropriate license for the work to be performed on the Project.
- d. **Performance and Payment Bonds** – All Firms submitting a proposal to this RFP must be able to provide separate faithful payment and performance bonds, each in an amount equal to 100% of the total contract amount. All bonds must be issued by a California admitted surety as defined in California Code

of Civil Procedure section 995.120. Firms must provide a letter from their surety indicating the Firm's current and overall bonding capacity, and the ability to meet the bond requirements in Section 35.13 of the Construction Services Agreement.

- e. **Insurance Requirements** - All Firms submitting a proposal to this RFP must have the ability to meet all of the insurance requirements set forth in Section 35.4 of the Construction Services Agreement. Firms must include a copy of their current certificate of insurance in their proposals evidencing the following minimum insurance requirements:

Comprehensive general liability insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or commercial general liability Insurance (including automobile insurance) which provides limits of not less than:

- Per occurrence (combined single limit): \$1,000,000.00
- Project Specific Aggregate (for this Project only): \$2,000,000.00
- Products and Completed Operations: \$1,000,000.00
- Personal and Advertising Injury Limit: \$1,000,000.00

The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- Automotive and truck where operated: \$1,000,000.00
- Material Hoist where used: \$1,000,000.00
- Explosion, Collapse and Underground (XCU coverage): \$1,000,000.00

Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00).

Workers' Compensation Insurance shall be provided in accordance with the provisions of the California Labor Code adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Contractor from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Contractor upon or in connection with the work.

Provide a letter from your insurance broker stating that you will be able to provide and meet the insurance requirements in Section 35.4 of the Construction Services Agreement.

2. **Firm Personnel, Capacity, and Methodology – Attachment 1.** Each Firm must completely answer all questions in Attachment 1 of the RFP. Note: **Questions may be answered in other sections of the proposal if clearly and conspicuously identified and referenced in the proposal.** The following shall be stated:

- a. **Description of Firm** – Include a description of the Firm’s qualifications for providing pre-construction and lease-leaseback services on California school construction projects. Include information regarding the size of the Firm, location of the office from which the required services will be performed, nature of all work performed, and the number of years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- b. **Firm’s Personnel and Staffing Resources** – Submit resume(s) or profiles for each key staff who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume shall include, without limitation, the following information; (a) education; (b) years of relevant experience; (c) professional registrations, certifications and affiliations (d) project-specific experience with focus on public works projects and emphasis on K-12 projects providing pre-construction and lease-leaseback services, including dates and durations of each project listed and the name of the firm where employed. Include a discussion on the Firm’s philosophy and approach for providing outstanding customer service.
- c. **Capacity & Methodology** – Describe how the Firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your Firm to undertake and accomplish the required scope of services while meeting deadlines, the Firm’s record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, strength and stability as a business, and supportive client references. Describe the Firm’s ability to provide pre-construction and lease-leaseback services exclusively and in a timely manner for the District and the Firm’s commitment to providing experienced personnel assigned to District’s Project.

- d. **Litigation** – Furnish and provide specific information on any termination for cause, litigation settled or judgments entered within the last eight (8) years, as well as any civil judgments within the last eight (8) years. Identify if the Firm or any employee of the Firm is a party to an existing dispute with an owner, or owner’s consultants, related to any project for which the Firm provided construction services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the Firm has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

3. **Relevant Experience and Past Performance** – Description of past performance and related experience. Each Firm is required to submit a list of its most relevant pre-construction and lease-leaseback services provided in the past five (5) years that are of the approximate size of the Project described in the RFP. The list shall include: (1) a description and size of the project, (2) scope of the work, (3) dates services were performed for pre-construction services and for lease-leaseback services, (4) total price for the project (please state amounts separately for pre-construction services and for lease-leaseback services and include the final guaranteed maximum price and all contingencies and allowances), and (5) owner’s name, address, and phone number. If no lease-leaseback experience, describe alternative delivery methods using the list above.
4. **Pre-construction Services** – Describe your methodology in providing pre-construction services for the Project, specifically discussing value engineering, constructability review, estimating, and scheduling. Provide examples of constructability reviews that you performed that resulted in the identification of significant design conflicts or omissions, and of value engineering that resulted in significant savings of money or time.
5. **Labor Compliance/Skilled and Trained Workforce** – Describe your ability to comply with statutory requirements for the payment of prevailing wages, including the monitoring and enforcement of your subcontractor’s payment of prevailing wages. Provide copies of any DIR Civil Wage and Penalty Assessment issued against the Firm, explain the circumstances for the Civil Wage and Penalty Assessment, and the final resolution.

Further describe your plan and methodology to comply with the requirements for the use of a “skilled and trained workforce” as defined in Education Code section 17407.5 and Public Contract

Code section 2600 et seq., for each apprenticeship occupation that will be used on the Project, including all subcontractors of any tier. Include in your discussion your plan and methodology to comply with the percentage requirements for the use of “skilled journeypersons” for each apprenticeship occupation and the required monthly report demonstrating compliance. Please include a copy of a sample monthly report prepared by your firm for another owner if available. Finally, identify and discuss which apprenticeship occupation(s) will be the most difficult to meet the percentage requirements for skilled journeypersons on the Project and state why.

6. **Safety** – Discuss your plan to maintain a safe worksite. In your discussion, include whether your Firm has an Injury and Illness Prevention Program that complies with 8 CCR § 1509, whether your Firm has a safety program that meets Cal/OSHA requirements, and whether your Firm will provide a full-time person dedicated to safety on the Project.

Please state whether you have had any accidents in the past five years that resulted in a construction fatality on any of your projects and provide any details for each incident.

Please state whether you have had any recordable injuries in the past five years and provide the average total recordable injuries for the past five years.

Please provide an EMR verification from the State of California or an insurance company for each of the past five years.

7. **Local Business Outreach and Participation** - The District is vitally interested in promoting the growth of small and local businesses within the boundaries of the District and the City of Anaheim by means of increasing the participation of these businesses in the District’s purchase of goods and services. The District has a goal of ten (10) percent of all contracts for these services be awarded to local businesses. A locally-owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the city where the District is located or the city or cities where the District has schools. Describe the Firm’s plan for inclusion of local businesses in the services to be provided for the District.
8. **Exceptions to the Pre-construction Agreement, and/or Lease-Leaseback Agreement** – The form of both the Pre-construction Services Agreement, and Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) are attached to this RFP as Attachment 4. Please review each agreement and

provide any proposed exceptions to those agreements on Attachment 1, Firm Questionnaire, Section E.

D. Fee Proposal – Pre-construction Fee, Lease-Leaseback Fee, and General Conditions – “Attachment 2”

DO NOT SUBMIT THIS FORM WITH THE PROPOSAL. ATTACHMENT 2 MUST BE BROUGHT TO THE INTERVIEW IN A SEALED ENVELOPE.

The fee proposal, “Attachment 2”, must be submitted in a separate, sealed envelope with your company name, proposal title, “Fee Proposal, Attachment 2”, labeled on the outside of the envelope and brought to the interview. **Only those Firms that are invited to interview will be required to complete the Fee Proposal (Attachment 2).**

Provide a lump sum fee to provide pre-construction services, the lease-leaseback fee, and a monthly general conditions fee on Attachment 2. The proposed fees should include all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Contractor will incur in providing the pre-construction services and the lease-leaseback construction services.

IX. PREPARATION AND SUBMITTAL OF THE PROPOSAL

A. Proposal Submittal and Deadline

One original, four (4) hard copies and a digital copy (on a thumb drive) of the proposal must be submitted under sealed cover by no later **than 2:00 p.m. on June 23, 2022**. Label the outside of the sealed proposal envelope or box with your company name, proposal title and RFP deadline.

Proposals shall be delivered to the attention of:

Jennifer Keys
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

It is the sole responsibility of the Firm submitting the proposal to ensure that its proposal is actually received in the office prior to the deadline time and due date. Unless this RFP is extended by a written amendment, proposals received after the time on the due date will not be considered. Faxed or emailed proposals will not be accepted.

B. Proposal Completeness

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind as determined by the District. A proposal will be

rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.

C. District Not Responsible For Preparation Costs

All costs incurred in the preparation, submission and/or presentation of Firms responding to the RFP including, but not limited to, the Firm's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Firm and will not be reimbursed by the District. The District shall not pay for any costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

D. Right to Use Ideas

All proposals and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the proposal shall not affect this right.

E. Modification or Withdrawal Of Proposal

A Firm may modify or withdraw a proposal after submission by written request of withdrawal and re-submission, provided that the proposal withdrawal is prior to the proposal deadline specified.

F. Amendments

Firms are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Firms known to have received a copy of the RFP and/or by publishing the amendment on the District's website.

G. Equal Opportunity

The Firm shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFP.

Firm shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sex, sexual orientation, or union membership in the performance of the work, including but not limited to preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the Firm or its agents, employees or representatives, District shall have the right to rescind and terminate the contract.

The successful Firm agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the contract.

H. Waiver or Breach Thereof

No term or provision of this RFP shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

I. Covenant Against Gratuities

The Firm warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Firm or any agent or representative of the Firm, to any officer or employee or consultant of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the contract. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which the Firm agreed to supply shall be borne and paid for by the Firm. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

J. Indemnification and Insurance

The Firm, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. (See, Construction Services Agreement Section 35.4, 35.5 & 35.6 for insurance requirements and Section 36 for hold harmless and indemnify requirements.)

K. Conflict of Interest

The Firm is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Firm further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

L. Independent Contractor

The Firm represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an

employee of the District. Therefore, the Firm shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

M. Precedence of Documents

The contract between the District and the successful Firm(s) shall consist of (1) this Request for Proposals (RFP) and any amendments thereto, (2) the Agreements included herein to be executed with the successful Firm(s); and (3) the proposal submitted by the Firm to the District in response to the RFP. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the Firm, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Firm's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

N. Compliance with Laws

In connection with the furnishing of services or performance of work under this RFP, the Firm agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

X. PROPOSAL EVALUATION AND BEST VALUE SCORE

A. Proposal Evaluation Committee

The District's Proposal Evaluation Committee will consist of at least three (3) members and will score each proposal based on the evaluation categories and points set forth in the RFP (See, Section X.B.). Each Firm's proposal will be evaluated and scored only on the information that is included in the Firm's proposal. If any information is missing or incomplete in your proposal, you will not be provided the opportunity to supply the missing or incomplete information, nor will the District seek clarification of any information included in the proposals. Each proposal must be capable of being evaluated independently based solely on the information contained in the proposal.

B. Evaluation Categories, Points, and Scoring

Each member on the Proposal Evaluation Committee will independently score each proposal and each Firm's initial score will be equal to the average score from the Evaluation Committee (i.e., the total number of points from the Proposal Evaluation Committee divided by the number of Proposal Evaluation Committee members: initial score = sum total of points/number of committee members). The initial score will be calculated to two decimal places. Although the Proposal Evaluation Committee will independently score each proposal, the members reserve the right to discuss the RFP process and information in any proposal with other members.

The RFP contains eight (8) Evaluation Categories, as discussed in Section VIII.C., and the maximum number of points for each category is shown in the table below. There are 1150 possible points.

| EVALUATION CATEGORY | POINTS |
|---------------------------------------------------|---------------|
| Mandatory Requirements | Pass/Fail |
| Firm Personnel, Capacity, and Methodology | 350 |
| Relevant Experience and Past Performance | 350 |
| Pre-construction Services | 150 |
| Experience with Skilled and Trained Workforce/CBA | 150 |
| Safety | 50 |
| Local Business Outreach and Participation | 50 |
| Exceptions to Pre-construction/LLB Agreements | 50 |
| MAXIMUM TOTAL SCORE | 1150 |
| | |

C. Short List Interviews

After each Firm’s final score is calculated, the Proposal Evaluation Committee, based on the final scores, will determine the short list of Firms that will be invited to interview with the Proposal Evaluation Committee. The interview will consist of a short presentation (15 minutes) followed by a question and answer period (30 minutes). After the interview, the Proposal Evaluation Committee will re-evaluate the scores for the Firms invited to interview and make adjustments to the scores, if any, based on the information presented at the interviews. The re-evaluated final scores will be used to calculate the Best Value Scores in Section IX.D. A Best Value Score will not be calculated for those Firms not invited to interview with the Proposal Evaluation Committee.

Firms invited to interview with the Proposal Evaluation Committee will be required to bring their fee proposal (Attachment 2) in a sealed envelope to the interview. The fee proposals will remain sealed until after the final scores are re-evaluated and finalized based on the interviews.

D. Fee Proposal and Best Value Score

The fee proposal (Attachment 2) will be used to calculate the Best Value Score. The Best Value Score will be determined by dividing the Firm’s re-evaluated final score by the fee price to calculate a dollar per point score (Best Value Score = Total Fee Proposal/Final Score). **The Firm with the lowest dollar per point score will be the Best Value Score.**

The following example, for illustration purposes only, demonstrates the calculation of the final score and the Best Value Score.

Example Scoring and Best Value Scoring for Illustration Purpose Only –

FIRM #1

| EVALUATION CATEGORY | Max. | #1 | #2 | #3 | Ave. |
|-------------------------------------------------|------|-----|-----|-----|--------|
| Mandatory Requirements | P/F | P | P | P | P |
| Firm Personnel, Capacity, and Methodology | 350 | 290 | 300 | 305 | 298.33 |
| Relevant Experience and Past Performance | 350 | 270 | 290 | 280 | 280 |
| Pre-construction Services | 150 | 120 | 130 | 140 | 130 |
| Experience w/ Skilled and Trained Workforce/CBA | 150 | 110 | 120 | 115 | 115 |
| Safety | 50 | 50 | 50 | 50 | 50 |
| Local Business Outreach and Participation | 50 | 40 | 50 | 40 | 43.33 |
| Exceptions LLB Agreements | 50 | 50 | 50 | 50 | 50 |
| SCORE | 1150 | 930 | 990 | 980 | 966.67 |

Example Fee Proposal – (assumes \$27,000,000 construction budget and an 18-month schedule)

Pre-construction Services - \$25,000
 Lease-Leaseback Fee (overhead and profit) – 10% x \$27,000,000 = \$2,700,000
 General Conditions (\$15,000/month x 18 months) = \$270,000
 Total Fee = \$2,995,000

Firm 1 – Best Value Score – \$2,995,000/966.67 points = \$3,098.27/point

FIRM #2

| EVALUATION CATEGORY | Max. | #1 | #2 | #3 | Ave. |
|-------------------------------------------------|------|-----|-----|-----|--------|
| Mandatory Requirements | P/F | P | P | P | P |
| Firm Personnel, Capacity, and Methodology | 350 | 285 | 290 | 300 | 291.67 |
| Relevant Experience and Past Performance | 350 | 275 | 285 | 280 | 280 |
| Pre-construction Services | 150 | 130 | 120 | 140 | 130 |
| Experience w/ Skilled and Trained Workforce/CBA | 150 | 100 | 110 | 105 | 105 |
| Safety | 50 | 50 | 50 | 50 | 50 |
| Local Business Outreach and Participation | 50 | 40 | 40 | 40 | 40 |
| Exceptions to LLB Agreements | 50 | 50 | 50 | 50 | 50 |
| SCORE | 1150 | 930 | 945 | 965 | 946.67 |

Example Fee Proposal – (assumes \$27,000,000 construction budget and an 18 month schedule)

Pre-construction Services - \$40,000
 Lease-Leaseback Fee (overhead and profit) – 12% x \$27,000,000 = \$3,240,000
 General Conditions (\$12,500/month x 18 months) = \$225,000
 Total Fee = \$3,505,000

Firm 2 – Best Value Score – \$3,505,000/946.67 points = \$3,702.45/point

Based on this example, Firm 1 would be selected because Firm 1 has the lowest Best Value Score.

XI. GENERAL TERMS AND CONDITIONS

District Obligation

Receipt of proposals and responses to this RFP does not obligate the District in any way. The District reserves the right to accept or reject any or all proposals, and to waive any irregularities or informalities in any proposal or in the RFP process.

Award of Contract

This RFP implies no obligation to award contracts to any Firm. If it is in the best interest of the District, the District retains the sole and absolute right to select the Firm that best meets the District requirements. The award is subject to acceptance by the Governing Board of the District. The District also reserves the right to reject any or all proposals.

Approval to Start Work

The successful Firm may perform work once a Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District, and a purchase order has been issued. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement and purchase order issuance by the District.

Ownership of Documents

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of public records and subject to disclosure under the California Public Records Act, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected Firm. The selected Firm agrees not to assert any rights or to establish any claim under the design patent or copyright laws.

Joint Ventures

Where two or more Firms desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single Firm and not with multiple Firms doing business as a joint venture.

Fingerprinting

Per the provisions of Education Code section 45125.1, the District has a zero tolerance policy for all Firms having any contacts with students without clearance from the State Department of Justice. All assigned personnel shall comply with the fingerprinting clearance law prior to providing services at the school sites.

ATTACHMENT 1 – FIRM QUESTIONNAIRE

The Respondent shall furnish all the following information accurately and completely for the Respondent and each of the proposed staff and submit this with the proposal. Failure to comply with this requirement may cause rejection of the Respondent’s qualifications. Additional sheets may be attached if necessary. “You” or “your” or “Respondent” as used herein refers to the Respondent and/or any of its owners, officers, directors, shareholders, parties, principals, or any qualifying individuals including any RME or RMO.

If the same information is provided elsewhere in your qualification and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

SECTION A - GENERAL INFORMATION

(1) Respondent name, address and contact information:

(2) Telephone: _____ Facsimile: _____

Email and Internet Addresses: _____

(3) Type of Respondent: (check one)

Individual _____ Partnership _____ Corporation _____

(4) Names and titles of all principals/officers of the Respondent:

| Name | Title | Phone Number |
|-------|-------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(5) Please list any applicable certifications and licenses and their associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____.

(a) If yes, give other name, address and certification or license number.

Name _____

Address _____

License No. (if any) _____

(7) How many years has Respondent been in business under its present business name?

(8) How many years of experience does Respondent have providing similar services?

(9) For how many public agencies has Respondent provided similar services?

(10) Please list the public agencies, including any school districts that Respondent has provided similar services for:

(11) Please attach a short history of the Respondent including whether it is local, national, or international as well as approximate number of employees. Also provide the number of offices and locations.

(12) Identify pre-construction and lease-leaseback construction services performed for other school districts in accordance with parameters described above.

(13) Describe how Respondent has successfully provided pre-construction and lease-

leaseback construction services such as those described herein.

- (14) Describe the unique or innovative pre-construction and lease-leaseback construction services utilized on previous projects.

SECTION B – LEGAL

- (15) Have you or any of your principals been in any claim, litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior eight (8) years? _____.

- (a) If yes, provide the name of the public agency and briefly detail the dispute:

- (16) Have you ever had a service agreement terminated for convenience or cause in the prior eight (8) years? _____.

- (a) If yes, provide details including the name of the other party:

- (17) Is Respondent, owners, and/or any principal or manager involved in or is Respondent aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

- (a) If yes, provide details:

(18) Is Respondent, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If yes, provide details:

(20) Will Respondent comply with all District, local, state and federal legal requirements, regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

(21) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

SECTION D – CONFLICT OF INTEREST

(22) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

SECTION E. Exceptions to Agreement Forms

The Firm is required to list any exceptions to terms in the Agreement Forms below.

I certify and declare under penalty of perjury under the laws of the State of California that the information provided in the foregoing Firm Questionnaire is true and correct.

Executed this ____ day of _____, 20__, at _____,
State of _____

Company Name

Signature

Title

Print Name

ATTACHMENT 2 – FEE PROPOSAL

DO NOT SUBMIT THIS FORM WITH THE PROPOSAL. ATTACHMENT 2 MUST BE BROUGHT TO THE INTERVIEW IN A SEALED ENVELOPE. The fee proposal, "Attachment 2", must be submitted in a separate, sealed envelope with your company name, proposal title, "Fee Proposal, Attachment 2", labeled on the outside of the envelope and brought to the interview. Only those Firms that are invited to interview will be required to complete the Fee Proposal (Attachment 2).

The Firm proposes the following fees:

1. The pre-construction fee should be expressed as a lump sum Firm-Fixed Price based on the construction budget, schedule, and description in Section II of the RFP.

Pre-construction Fee: [LUMP SUM] \$ _____

2. The Lease-Leaseback Fee shall include the Firm's overhead and profit and should be expressed as a percentage. For purposes of evaluating the fee proposals, the lease-leaseback fee percentage will be multiplied by the construction budget.

Lease-Leaseback Fee: [PERCENTAGE] _____%

3. The general conditions should be expressed as a lump sum based on the construction budget, schedule, and description in Section II of the RFP.

General Conditions: [MONTHLY RATE] \$ _____/month

NOTE: Bonds & Insurances should be included in either the Lease-Leaseback Fee OR General Conditions

4. Total Fee Proposal:

For purposes of scoring the fee proposals, the monthly fees will be multiplied by 24 months to calculate the total fee for evaluation purposes and the total fee will be used to calculate the Best Value Score. The actual Lease-leaseback Fee and General Conditions price for the Firm awarded the contract will be based on the final construction budget and term of the lease-leaseback contract.

1. Pre-construction Fee [Lump Sum]: = \$ _____

2. Lease-leaseback Fee: ____ % x [\$18 million budget] = _____

3. General Conditions: \$ _____/month x [12 months] = _____

TOTAL PROPOSED FEE: [1+2+3] State the total proposed fee in both numbers and words:

\$ _____

Executed this ____ day of _____, 20__

Company Name

Signature

Title

Print Name

ATTACHMENT 3 — DESIGNATION OF SUBCONTRACTORS FORM

If the District has requested Firms designate subcontractors for specific scopes of work in Section VII of the RFP, the Firm must provide all information for the subcontractors requested below and submit this with the proposal. All other subcontractors shall be identified using this form after the lease-leaseback contract has been awarded in accordance with Education Code section 17406(a)(4)(B), this includes MEP subcontractors not identified at the time of proposal submission.

| Description & Portion of Work | Name of Subcontractor | Location & Place of Business | License Type and Number | E-Mail & Telephone | DIR Registration Number |
|------------------------------------------|------------------------------|-----------------------------------------|--------------------------------|-------------------------------|--------------------------------|
| | | | | | |
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| Description & Portion of Work | Name of Subcontractor | Location & Place of Business | License Type and Number | E-Mail & Telephone | DIR Registration Number |
|-------------------------------|-----------------------|------------------------------|-------------------------|--------------------|-------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Once submitted, Firms may not revise or amend any other information in this form submitted at the time of proposal are submitted. See Section VII of the RFP for information regarding the procurement of subcontractors not designated in the proposals.

Proper Name of Firm: _____

Date: _____

Name: _____

Signature of Firm
Representative: _____

Address: _____

Phone: _____

ATTACHMENT 4 – AGREEMENT FORMS

ATTACHMENT 5 – COMMUNITY BENEFITS AGREEMENT