



SUMMIT LEADERSHIP ACADEMY

12850 MUSCATEL ST. HESPERIA, CA 92345

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REQUEST FOR PROPOSAL: BCO-2018

Request For Proposal To Provide General Contractor Services For Summit Leadership - High Desert Bathroom Complex

RELEASE DATE: June 22, 2018

DUE DATE: July 3, 2018

JOB WALK: M - F, 8am-1pm

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1 Background

Summit Leadership - High Desert is requesting proposals from qualified general contractor (“GC”) firms to work with Summit Leadership - High Desert and the architectural firm Steeno Design Studio to construct an approximate 650 square-foot bathroom complex. The bathroom complex will be constructed on property located at approximately 15776 Main St. #15, Hesperia, California, inside Summit Leadership Academy’s Middle School. It is the intent of Summit Leadership - High Desert to open up this request for proposals (“RFP”) for the new bathroom complex to any firm that meets the qualifications outlined in the minimum qualifications section of this RFP. Services that have been omitted from this RFP, which are clearly necessary for the completion of all work, shall be considered a requirement although not directly specified or called for in the proposal. This “GC” project includes, but is not limited to, the construction of a new bathroom complex that includes a faculty restroom, two restrooms for students, and one mop sink to the specifications in the attached plans (pending approval). Construction cost is estimated at: \$75,000.

2 Process Information

All RFP documents, including the selection requirements and the selection schedule, will be available online at Summit Leadership - High Desert’s website, slahd.com, on June 8, 2018. For questions regarding this project, please contact Billy Bullington, at billy@techniterra.com or Desiree Gardner at desiree.gardner@slahd.com. No others are to be contacted regarding this project. Proposals, including a fee proposal, project approach, references and statements of qualifications, must be received by 5:00 p.m. July 3, 2018 to desiree.gardner@slahd.com, Attn: Desiree Gardner. Additional information will be required as stated on the Project Schedule.

Summit Leadership - High Desert reserves the right to reject any or all proposals, or to waive any formality or technicality in any proposal.

3 Description of Work

This GC project includes, but is not limited to, construction of a new bathroom complex. The Fixed Limit of Construction Cost (FLCC) for the GC is approximately \$ 75,000. Construction must be completed, including punch list, and the facility ready for occupancy by August 3, 2018. The GC must meet this schedule.

4 Procurement Process

4.1 Request for Proposal Documents

The Request for Proposal (“RFP”) documents consist of all of the documents listed in the Table of Contents and all said documents are incorporated in this RFP by reference.

4.2 Availability of Requests for Proposals

The RFP will be open to all qualified contractors and is available free of charge.

4.3 Contact Information

Except as authorized by a Summit Leadership - High Desert Representative, communications during the selection process shall be in writing directed to Desiree Gardner, at desiree.gardner@slahd.com. In order to maintain the fair and equitable treatment of everyone, Contractors shall not contact or offer gifts or gratuities to owners, users or selection committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies after the RFP is issued as the project is developed, and extends through the award of a contract. Failure to comply with this requirement may result in a disqualification in the selection process. Contractors should be aware that selection committee members may be required to certify that they have not been contacted by any of the Contractors in an attempt to influence the selection process.

4.4 Requests for Information

All requests for information regarding this project shall be in writing and directed to: Billy Bullington billy@techniterra.com

4.5 Proposal Schedule

The successful contractor must review and familiarize themselves with the project schedule as it pertains to the performance of their work. Liquidated damages will be assessed upon failure to complete the project on or before the stipulated date in the construction documents. Construction of the bathroom complex shall be completed by August 1, 2018.

4.6 Insurance

The contractor shall provide insurance as required by the construction documents.

4.7 Submittal Due Dates and Times

All complete proposals must be delivered to, and be received by, Summit Leadership - High Desert prior to the date and time indicated in the Project Schedule. RFPs received after the specified time, will not be accepted. Please allow adequate time for delivery. If using a courier service, the contractor is responsible for ensuring the delivery will be made directly to the required location.

4.8 Addendum

All responses to questions and requests for clarification will be in writing and issued as addenda to the Request for Proposals. Any addenda issued prior to the submittal deadline shall become part of the Request for Proposals and any information required shall be included in your proposal.

5 Minimum Qualifications

Summit Leadership - High Desert is looking for a firm that has completed similar projects of the size and scope of the new bathroom complex. Your firm must meet the following requirements:

1. Completion of two or more bathroom complex projects that include total restroom area that exceeds five hundred (500) square feet during the past ten (10) years; B. Completion of three (3) or more bathroom complex or similar projects exceeding \$50 thousand in construction costs during the past ten (10) years;
2. Project Manager/Superintendent with experience managing educational facility projects;
3. References from clients or architects on projects meeting criteria;
4. Proven, documented ability to adhere to project budgets and schedules;
5. Ability to meet all City bonding and insurance coverage requirements;
6. A valid contractor's license to perform all the work associated with the construction of the facilities;
7. Minimal litigation background over the previous five (5) years.

6 References

Contractors shall submit reference information on completed projects that meet the minimum qualifications. Projects should be of a similar type. For each reference, the contractor shall provide the following information:

1. Project Name: Name of the project.
2. Contact Name: Person who will be able to answer any customer satisfaction questions.
3. Phone Number: Phone number of the contact we will be surveying.
4. User Name: Name of the Company/Institution that purchased the construction work.
5. Date Completed: Date of substantial completion.
6. Address: Street, City and state where work was performed.
7. Size: Size of the project in square feet and dollar amount.
8. Duration: Duration of the project/construction in months.
9. Type: Type of the project (i.e. Home, School, Offices, Warehouse, etc.)

7 Construction

This work consists of the Contractor furnishing and installing all work as required in the Contract Documents.

8 FLCC and GMP

8.1 Fixed Limit of Construction Cost (“FLCC”)

The Fixed Limit of Construction Cost is the project’s construction budget as listed in the Notice to Contractors and this RFP’s Description of Work section. The Owner and the GC Contractor agree to work together to keep the cost of construction, as represented in the design, within the FLCC.

8.2 Guaranteed Maximum Price (“GMP”)

The Guaranteed Maximum Price is the final price that the Contractor agrees to accept in full performance of the Construction Manager/General Contractor Agreement (GC Agreement) and is based on the final contract drawings and specifications. The GMP shall include all fees and percentages required by this RFP, as well as the costs for General Conditions and all work as required in the Contract Documents.

The final GMP is normally determined at the completion of the Contract Documents and receipt of subcontractors bid. However, a GMP may be negotiated at an earlier point.

8.3 Allowances & Contingency Funds

Allowances and contingency funds may be identified during the construction process by the Owner, architect or GC, all funds in either of these categories shall be approved expenses by the Owner, Architect and GC by signed change order. At the completion of the construction phase any unused allowances or contingency funds previously identified in the construction documents or by the GC shall be retained by Summit Leadership - High Desert.

9 Fee Proposal, Fees, and Markups

Before submitting a fee proposal, each Contractor shall carefully examine the RFP and project’s plans; shall visit the site of the work (available for walk-through on June 14 from 9am to 10am); shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP and the project’s plans. If the contractor observes that portions of the Contract Documents are at variance with applicable law, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the specified Summit Leadership - High Desert Representative and the necessary changes shall be accomplished by Addendum.

The fee proposal, bearing original signatures, must be typed or handwritten in ink on the Fee Proposal Form provided in the procurement documents and submitted in a separate sealed envelope at the location specified below prior to the deadline for submission of fee proposals indicated on the Project Schedule. All contractors shall furnish the following fees and markups as part of the Fee Proposal:

9.1 Construction Management Fee

This lump sum fee shall consist of and include overhead, profit, and home office personnel who will be managing the project during bidding, construction, and closeout, including the warranty period. This fee does include general conditions.

9.2 Cost of Insurance Premiums

Shall be included in the Construction Management Fee costs.

9.3 Cost of Bonds

This is the cost of payment and performance bonds based on the FLCC amount of \$75,000.

9.4 Construction Supervision Cost

This is a cost to the project from notice to proceed to final completion for the GC's on-site management/supervision team (e.g., project manager, superintendent, project engineer, safety officer, etc.). All services and personnel not specifically identified as a Construction Supervision Cost will be considered to be part of the lump sum Construction Management Fee. This includes receptionist, accountants, safety officers, expeditors, commissioning agents, etc. This cost does not include general conditions or people performing the actual construction activities.

9.5 Contractor Change Order Markup

This is the fixed percentage markup that the Contractor may apply to a change order for scope increase to the GC Agreement.

9.6 Self Performed Work Markup

This is a fixed percentage markup that will be applied to the cost for the GC's actual labor plus burden cost, material costs, and equipment costs for self performed work.

10 Self Performed Work

The Contractor will be allowed to self perform work. This work must be billed for at actual cost incurred, plus the Self Performed Work Markup. Actual costs for self performed

work will be subject to audit. No billing rates will be allowed. The Contractor must bid its self performed work against a minimum of two (2) additional bidders. The contractor shall identify in their proposal which work they anticipate to be self performed. The Contractor's bid will then be evaluated by the Owner and Architect and must be determined to be the best value bid for the work to be awarded to the Contractor. The cost of any work that is self-performed will be part of the established GMP.

11 Project Approach

As part of the submittal, the contractor shall describe their approach to this project addressing such issues as how to reduce change orders, how the site will be staged, and scheduling strategies.

12 Proposals

The GC shall provide Summit Leadership - High Desert with three (3) copies (2 hard copies, 1 digital copy) of its proposal. The proposal shall be limited to thirty (30) pages. The proposal shall include all information that the Contractor wants the Selection Committee to consider in making its selection of a CMGC. At a minimum, the proposal should include the experience and qualifications of the Contractor and the project team key individuals as identified in the management plan. It should include information on similar projects that have been completed by the Contractor and the project team individuals. When listing similar projects, include information to indicate the dates, size, firm worked for at the time and what the responsibility of the individual was on the project. Include the experience and special qualifications of the team that are applicable to this project and/or are part of the project specific selection criteria.

Lastly, the proposal should include an itemized budget of both hard and soft costs and details regarding the *types* of security & security (i.e. project fence, lighting at night, local fire alarm, security, watchmen, etc.) supplied by the GC.

13 Time

The Contractor will include in the management plan the schedule for completing the work, including any items required by Summit Leadership - High Desert or any consultant. A completion date prior to that shown in the RFP schedule is requested, but not mandatory. It is anticipated that a contract will be given to the Contractor for signature by the date

specified in the Project Schedule. The actual notice to proceed will be based on how quickly the Contractor returns the contract and the required bonds, as well as the resolution of any issues that may arise in the procurement process. The actual completion date will be based on the Contractor's proposed schedule and the date the Contractor received the contract for signature.

All plans, schedules, and the cost proposals are required to reflect the project construction time. Non-compliance with the schedule will not result in automatic disqualification; it will be evaluated by the selection committee in determining the final selection. Of particular interest and concern are the management team and the ability of the prime contractors to deliver the project within the construction time. Contractors will need to demonstrate the method of delivery and the competency of the individuals who will manage its successful completion.

14 Selection Committee

The Selection Committee may be composed of the School Administrator, members of the School Board, Project Manager, or others deemed appropriate by Summit Leadership - High Desert.

15 Interviews

Interviews may be conducted with a short listed group of GC's at the discretion of Summit Leadership - High Desert. This evaluation will be made using the selection criteria noted below. The purpose of the interview will be to allow the Contractor to present its qualifications, past performance, project approach, cost containment strategies, schedule and general plan for constructing the project. It will also provide an opportunity for the selection committee to seek clarification of the Contractor's proposal. The proposed primary project management personnel, including the project manager and superintendent, should be in attendance. Unless otherwise noted, the attendance of subcontractors is at the discretion of the Contractor. If interviews are held, the method of presentation will be at the discretion of the Contractor, and the interviews will be held on the date and at the place specified by Summit Leadership - High Desert. The Owner reserves the right to select a Contractor without the interview process.

16 Selection Criteria for GC

The following criteria will be used in ranking each of the Contractors. The criteria are not listed in any priority order. The selection committee will consider all criteria in performing a comprehensive evaluation of the proposal.

- **Cost: (35 points)** The Contractor's Fee Proposal will be considered with all other criteria to determine the best value to the project. Submit in separate, sealed envelope.
- **References: (15 points)** Each construction firm will be evaluated on the past performance of similar projects.
- **Strength of Contractor's Team: (30 points)** Based on the statements of qualifications and management plan, the selection team shall evaluate the expertise and experience of the construction firm, the project manager, and the superintendent as it relates to this project in size, complexity, quality and duration. Key personnel assigned to which task and their commitment to each phase of the work will be evaluated.
- **Project Management Approach: (20 points)** Based on the information provided in the construction and management plan, the selection team shall evaluate how each team has planned the project and determined how to construct the project in the location and in the time frames presented. The firm should present how they plan to move material and people into and out of the site, keep the site safe, minimize disruption to the facility and surrounding properties, etc. The Contractor shall also discuss what portions of the project they plan to self perform. The selection team will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented.

17 Award of Agreement

The award of the GC Agreement shall be in accordance with the criteria set forth in the RFP. Summit Leadership - High Desert intends to enter into an agreement with the selected Contractor to construct the project as outlined in this RFP. Individual contractors or alliances between two or more contractors are allowed in this process. However, Summit Leadership - High Desert will contract with only one legal entity.

18 Agreement and Bond

The Contractor's Agreement will be in the form found in the specifications. The contract time will be as indicated in the proposal. The selected Contractor, simultaneously with the execution of the GMP, will be required to furnish a performance bond and a payment bond. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

19 Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of California.

20 Financial Responsibility

Contractors, Subcontractors, and Sub-subcontractors shall respond promptly to any inquiry in writing by the Owner to any concern of financial responsibility of the contractor, subcontractor, or sub-subcontractor.

21 Withdrawal of Proposals

Proposals may be withdrawn on written request received from proposer until the notice of selection is issued.

22 Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

23 Right to Reject Proposals

Summit Leadership Academy reserves the right to reject any or all proposals.

24 Disclosure of Proposal Content

Certain information in submitted proposals may be open for public inspection. If the Contractor desires to have information contained in its proposal protected from such disclosure, the Contractor may request such treatment by providing a “written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality” with the proposal. All material contained in and/or submitted with the proposal becomes the property of Summit Leadership - High Desert and may be returned only at the School’s option.

25 Insurance

All insurance requirements shall apply to the Contractor and any subcontractor or supplier that will be providing work or services under the final GC Agreement. The Contractor shall require any subcontractor, supplier, or other person providing services or materials under the GC Agreement to obtain prior to, and maintain the same scope, limits, and terms of coverage running in favor of Summit Leadership - High Desert, as required of the Contractor. It shall be the responsibility of the Contractor to assure that each subcontractor or supplier complies with the insurance requirements. All insurance coverage shall be required to continue in full force and effect throughout the construction period and thereafter when the contractor may be correcting and/or removing defective work and during any warranty period, contract extension, or other modification of any provision of the construction contract or the obligations of the contractor, subcontractors or suppliers or other person providing services or materials. The Contractor will be required to provide:

25.1 General Liability & Automobile:

\$1,000,000 per occurrence and \$2,000,000 aggregate. Summit Leadership - High Desert to be named and endorsed as additional insured - to be verified with types of coverage

25.2 Professional Liability:

Minimum coverage of \$1,000,000.

25.3 Workers’ Compensation:

As required under the workers’ compensation laws of the State of California. This section shall not be deemed to limit any insurance provisions of the final construction contract.

Summit Leadership - High Desert to be named and endorsed as additional insured - to be verified with types of coverage.

26 Project Schedule

EVENT	DATE	TIME	PLACE
Advertisement Placed	June 27, 2018	9:00 AM	Daily Press
Request for Proposals Available	June 22, 2018	9:00 AM	slahd.com
RFP Due	July 3, 2018	5:00 PM	Summit Leadership - High Desert 15776 Main Street #11 Hesperia, California 92345
Short Listing by Selection Committee	TBD		Summit Leadership - High Desert 15776 Main Street #11 Hesperia, California 92345
Conduct Interviews (if required)	TBD	TBD	Summit Leadership - High Desert 15776 Main Street #11 Hesperia, California 92345
Substantial Completion Date	July 27, 2018		
Completion Date	August 3, 2018		

Table 1: Project Schedule

SCHEDULE A

FEE PROPOSAL FORM

NAME OF PROPOSER _____

DATE _____

Summit Leadership - High Desert
15776 Main Street #11
Hesperia, California 92345

The undersigned, responsive to Summit Leadership - High Desert's RFP #BCOM-2018, "Request for Proposal to Provide Construction Management and General Contractor Services for Summit Leadership - High Desert's New Bathroom Complex," proposes fees at the prices stated below. These listed fees and costs are to cover all expenses incurred in performing the services as outlined in our proposal of which this proposal is a part (in case of discrepancy, written amounts shall govern):

Preconstruction Fee

For all work during the pre-construction period, I/we agree to perform for the lump sum of:

_____ DOLLARS (_____ \$)

Construction Management Fee

For all work during the construction phase of the contract for the management of the project, I/we agree to perform for the lump sum of:

_____ DOLLARS (_____ \$)

Cost of Bonds

The cost of payment and performance bonds based on the amount of the FLCC.

_____ DOLLARS (_____ \$)

Construction Supervision Cost

For project supervision and support team costs not covered in the above management fee, I/we agree to perform for the sum of:

_____ DOLLARS (_____ \$)

Contractor Change Order Markup

For all work added to the contract by change order, I/we agree to add not more than _____% to the subcontractor/supplier costs for the additional work.

Self Performed Work Markup

For all self performed work, I/we agree to add no more than _____% to our labor and material costs to perform the work. The labor burden, including benefits, adds _____% to the labor rate.

Guarantee

I/We guarantee that the Work will be Complete, including punch list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful proposer, and agree to pay liquidated damages in the amount of \$2,000 per day for each day after expiration of the Contract Time.

FLCC

The approximate FLCC for this project is \$ _____,000,000. Enclosed is a bid bond in the amount of 5% of the FLCC.

Acknowledgements

I/We acknowledge receipt of the following Addenda: _____ With the cooperation of Summit Leadership - High Desert and their consultants, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the FLCC.

Bid Duration

This bid shall be good for 45 days after bid submission.

License Number

The undersigned Contractor’s License Number for California is: _____

Execution

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of the GMP. The Bid Bond attached, in the amount not less than five percent (5%) of the FLCC, shall become the property of Summit Leadership - High Desert, as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set fort.

Type of Organization

_____ (Corporation, Partnership, Individual, etc.)

Respectfully submitted,

Name of Proposer: _____

Address: _____

Authorized Signature _____