

HUNTINGTON BEACH CITY SCHOOL DISTRICT

**8750 Dorsett Drive
Huntington Beach, California 92646
(714) 964-8888**

**HUNTINGTON SEACLIFF ELEMENTARY SCHOOL
MODERNIZATION PROJECT**

**REQUEST FOR PROPOSALS
FOR
PRECONSTRUCTION AND LEASE-LEASEBACK
SERVICES**

RFP Issued: September 13, 2019

Mandatory Pre-Submittal Conference: September 26, 2019 @ 10:00 a.m.

Responses Due Date: October 4, 2019 @ 10:00 a.m.

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I. INTRODUCTION

The Huntington Beach City School District ("District") is issuing this Request For Proposals ("RFP") requesting proposals from experienced lease-leaseback contractors ("Contractor" or "Firm" or "Proposer") who are currently prequalified by the District in accordance with Education Code section 17406(a)(2)(C), Public Contract Code section 20111.6, and District BP/AR 3311, and are qualified for the District's Huntington Seacliff Elementary School Modernization Project (the "Project"), located at 6701 Garfield Avenue, Huntington Beach, California 92648 in Orange County.

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 pursuant to the provisions of Education Code section 17406 and BP/AR 3311.5 that can assist the District with both preconstruction services and construction services. The "best value" competitive procurement process is an evaluation process of Firms that allows the consideration of objective evaluation criteria and price in determining which Proposal offers the best value to the District. Each Contractor responding to this RFP should be prepared and qualified to provide the preconstruction 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.

The District has provided notice of this RFP in compliance with Education Code section 17406(a)(2)(A) and Public Contracts Code section 20112, in order to ensure that the selection of the successful Contractor will be the result of a competitive solicitation process.

II. BACKGROUND ON THE PROJECT

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 BCA Architects ("Architect") to be the Architect or Record for the Project, and the selected LLB entity will be expected to provide both preconstruction services and lease-leaseback construction services for the Project as described below and in Exhibit "A" to this RFP. Following the completion of the competitive solicitation process and selection of the Contractor whose proposal is determined to be the best value to the District, the District will enter into a Construction Services Agreement, Sublease, and Site Lease (collectively, the "LLB Documents" or "Lease-Leaseback Documents") with the selected Contractor to perform certain preconstruction services, including basic services as well as services described hereafter as part of the Preliminary Plan Phase and Working Drawing Phase of the Project.

The plans and specifications for the Project will require approval by the Division of the State Architect ("DSA"). Thereafter, under authority of Education Code section 17406, the District intends to amend the Lease-Leaseback Documents to reflect the final GMP and lease the Project Site to Contractor and have Contractor develop and cause the construction of the Project thereon and lease the Project Site back to the District in order to effectuate the foregoing, based upon a finding that it is in the best interest of the District to do so.

The Project will include the modernization of Huntington Seacliff Elementary School to include 21st Century Classroom renovations, Learning Commons renovation, Library Courtyard repair, code required upgrades, play field repair and painting.

The estimated construction cost/budget for the Project is **\$6,434,714**.

III. CRITICAL DATES

Mandatory Pre-Submittal Conference

A Mandatory Pre-Submittal Conference will be held on **Thursday, September 26, 2019, at 10:00 a.m.** to begin at the Huntington Seacliff Elementary School located at 6701 Garfield Avenue, Huntington Beach, CA 92648 in the front of the School office. **NOTE.** At the Pre-Submittal Conference, District representatives will distribute information and materials to further describe the Project and the Scope of Work. **Any Proposer that fails to attend the entire Pre-Submittal Conference shall be ineligible to respond to this RFP.** The Project documents will be posted on the District’s website at www.hbcasd.k12.ca.us and will be on file with the District’s Administrative Services Office located at 8750 Dorsett Drive, Huntington Beach, CA 92646. Any proposed changes to these documents must be clearly identified and described in Respondent’s Proposal. Respondents shall consider and address the materials and information distributed at the Pre-Submittal Conference in their Proposals.

Submittal Due Date

Responses to this RFP shall be submitted no later than **Friday, October 4, 2019, at 10:00 a.m.** at the District Administrative Offices, 8750 Dorsett Drive, Huntington Beach, California 92646. Attention: Gregg Haulk, Superintendent.

RFP Timeline

The following is a projection of tentative milestone dates for the Project:

DATE	MILESTONES
September 26, 2019, 10:00 a.m.	Mandatory Pre-Submittal Conference
September 30, 2019, 2:00 p.m.	Deadline to submit questions and requests for information
October 4, 2019, 10:00 a.m.	RFP Responses Due
October 4, 2019	District completes evaluation of Proposals and qualifications of Proposers pursuant to Submittal Evaluation Criteria and Methodology section of this RFP, below, and in keeping with BP/AR 3311.5

October 7, 2019	Interviews of short listed Contractors
October 8, 2019	Notice of Intent to award issued
October 15, 2019	Board awards Project to Contractor with highest Best Value Score and determined to be best value to District to perform Preconstruction Services, and approves form of the LLB Documents
June, 2020	Preconstruction Services Completion Deadline
March, 2020	Estimated DSA Plan Approval for Project
April, 2020	Final GMP Deadline for Construction Services
June, 2020	Board amends LLB Documents to reflect final GMP for construction of Project by Contractor
June, 2020	Construction Services Commencement Date for Project
August, 2020	Substantial Completion of Project
September, 2020	Estimated Commencement Date of Sublease
February, 2021	Estimated Expiration Date of Sublease

IV. QUESTIONS AND CLARIFICATIONS 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 the attention of Gregg Haulk, Superintendent, to ghaulk@hbcasd.us no later than the date and time specified in Article III above. A response will not be provided to any late questions, or requests for explanation or clarifications.

All addenda and clarifications will be posted on the District’s website, www.hbcasd.k12.ca.us and provided by email to those Firms that have registered with the District. Only questions/clarifications answered by formal written addenda will be binding.

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

A Firm may withdraw its Response to this RFP by submitting, by mail or facsimile, a written request signed by the Firm's authorized representative. To be effective, the withdrawal must be received by the District prior to the date and time set forth herein as the due date for receipt of the Response to the RFP. Proposals may be resubmitted in the same manner, if done so before the submission deadline. Withdrawal or modification of a submitted Proposal in any other manner will not be permitted.

V. PRECONSTRUCTION SERVICES

The selected Contractor shall perform the preconstruction services (the "Preconstruction Services") for the Project as set forth in the Site Lease. In no event shall the Preconstruction Services to be provided by the Contractor include any work for which a contractor is required to be licensed pursuant to Business and Professions Code section 7065 et seq. and for which DSA approval is required. Preconstruction Services shall include, without limitation, the 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.

VI. LEASE-LEASEBACK DOCUMENTS

Upon the completion of the Preconstruction Services, the approval of the plans and specifications for the Project by DSA, and the District approving the final GMP for the construction of the Project, the selected Contractor will act as a General Contractor pursuant to the terms of the Construction Services Agreement, Site Lease, and Sublease which comprise the Lease-Leaseback Documents, and may contract with separate specialty contractors to perform the various trades comprising the entire Scope of Work. The Contractor shall work under the direction of District staff.

VII. 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 1725.1 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.

VIII. SUBCONTRACTORS

Pursuant to Education Code section 17406(a)(4)(A), if designated in Exhibit "B" to this RFP, the District will require all Firms to identify and designate the subcontractor(s) who will be performing the scope(s) of work set forth in Exhibit "B". 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 Exhibit "B" 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:

- 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 qualification statements, bids, or proposals will be due.
- Establish reasonable qualification criteria and standards.
- 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.

IX. FEE PROPOSALS

Proposers will be required to include in Exhibit "C" as required by the Submittal Format and Content section and Exhibit "A" of the RFP: (1) a Preconstruction Services Fee expressed as a lump sum fixed price based on the construction budget, schedule, and description in Sections II and V of the RFP; (2) a Lease-Leaseback Fee to include the Contractor's overhead and profit expressed as a percentage; and (3) a General Conditions Fee expressed as a lump sum monthly rate based on the construction budget, schedule, and description in Section X and Exhibit "A" of the RFP.

The District will use the total costs for the Preconstruction Services Fee, Lease-Leaseback Fee and General Conditions Fee as the basis for determining the Guaranteed Maximum Price ("GMP") for the Project, inclusive of all of the Contractor's costs for labor, materials, equipment, overhead and profit, general conditions, special conditions (if any), the Construction Contingency and District Contingency. The GMP is comprised of "Tenant Improvement Payments" for the Work performed by the Contractor on the Project, and "Sublease Payments" which will be paid following Project Completion for a period of up to six (6) months in consideration for the District's rental, use, and occupancy of the Project Site.

As part of the District review of the GMP for the Project, the District will expect to have access to all subcontractor bids, including proof that all mechanical, electrical and plumbing subcontractors proposed to be used by the Contractor on the Project have been prequalified by the District and possess a current registration with the Department of Industrial Relations ("DIR") as required by Labor Code section 1725.5; contingency breakdown and tracking documents; general conditions breakdown and tracking documents; and Contractor's fees. In the event the selected Contractor entity realizes a savings on any aspect of the Project following the establishment of the GMP and execution of the Construction Services Agreement, such savings shall be subject to Section 6 of the Construction Services Agreement.

X. SCOPE OF WORK

The Scope of Work for which the selected Contractor shall be responsible is set forth in the Construction Services Agreement. Of particular importance, the selected Contractor shall be required to perform the following construction and post-construction services:

- Bid coordination of plans, bidding, and selection of qualified, prequalified (if required by Education Code section 17406(a)(2)(C), Public Contract Code section 20111.6, and BP 3310) subcontractors, including trade contractors, consistent with Section 7 of the Construction Services Agreement, and Project construction administration;
- Comply with Education Code section 17407.5 which requires the Contractor and its subcontractors at every tier to use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades;
- Construct the Project, as specified above;
- Coordinate and expedite record drawings and specifications;
- Compile operations and maintenance manuals, warranties/guarantees, and certificates;
- Obtain occupancy permit; and coordinate final testing, documentation, and governmental inspections;
- Prepare final accounting and closeout procedures with the Project Inspector;
- Assist the District in any audit reporting to the Office of Public School Construction; and
- Other responsibilities necessary for the completion of the Project in accordance with the approved plans and specifications.

XI. SUBMITTAL FORMAT AND CONTENT

The Responses to this RFP should be clear, concise, complete, and demonstrate Respondent's qualifications. (NOTE: Respondents shall base their submittals on the "Scope of Work" and the information and materials distributed at the Pre-Submittal Conference.)

One original and five copies and a digital copy (on a thumb drive) of the submittal shall be delivered to the District's Administrative Office no later than **10:00 a.m. on Friday, October 4, 2019** at:

Huntington Beach City School District
8750 Dorsett Drive
Huntington Beach, CA 92646
Attention: Gregg Haulk, Superintendent

Submittal Cover

Include the RFP's title, submittal due date, and the name of principal firm (or firms if there is a joint venture or association).

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Include a complete and clear listing of headings and pages to allow easy reference to key information.

1. Cover Letter

The cover letter should be brief (two page maximum). Describe how the Scope of Work for the preconstruction services and lease-leaseback construction services will be accomplished for the District, identify the team members (i.e., joint partners and sub-consultants), and the name, address and California Contractors State License Number(s) of all subcontractor types required by this RFP to be used on the Project, if any; and include the title and signature of the firm's contact person for this procurement. If the Firm is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. Any changes to the District's requested format or deletions of requested materials should be explained in the cover letter. The signatory shall be a person with official authority to bind the company.

2. Evaluation Categories

A. Mandatory Qualifications. 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 XI(2)(A) will disqualify your Firm from any further consideration for this RFP.

(1) **Lease-Leaseback Contractor Prequalification.** All Firms submitting a proposal to this RFP must currently be prequalified with the District pursuant to Education Code section 17406(a)(2)(C), Public Contract Code section 20111.6 (b)-(m), and BP 3310. 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.

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-38, C-42, C-43 or C-46 license), who are identified in the proposal as set forth in **Exhibit "B"**, must currently be prequalified with the District. 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.

MEP subcontractors (as defined above) that are NOT required to be designated and identified in the proposal as set forth in Exhibit "B" must still be currently prequalified with the District. A list of prequalified MEP subcontractors will be made available by the District upon request, but not less than five (5) 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.

(2) **Lease-Leaseback Contractor Experience.** All Firms submitting a proposal must have acted as the prime contractor and completed a minimum of two (2) lease-leaseback projects on existing, operating school campuses over \$2.5 Million in the past three (3) years.

(3) **Contractor Responsibility.** Identify if your Firm has ever had the following occur in the past five (5) years. For the purposes of this paragraph, "Firm" shall include any present or past (over the past five years), officers, owners, principals, partners, or any qualifying individuals including any RME or RMO. Any occurrence of the following in the past five (5) 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 has been 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.

(4) **License Requirements.** Pursuant to Business and Professions Code section 7028.15 and Public Contract Code section 3300, the Contractor must possess a General Building Contractor License (B License), which is current, valid, and in good standing with the California Contractors State License Board at the time the proposal is submitted to the District and throughout the entire term of the Project, and if awarded, subcontractors must possess the appropriate license for the work to be performed on the Project.

(5) **Proof of DIR Registration.** Except as provided in Article VII above of this RFP, all Firms submitting a proposal in response to this RFP must currently be registered with the DIR as required by Labor Code section 1725.5 and provide proof from the DIR website that the Contractor and all subcontractors (of any tier) who will be working on the Project are then registered with DIR. Proposers shall be required to maintain its registration with DIR without interruption at all times from submittal of its proposal until the Project is accepted by District as complete.

(6) **Performance and Payment Bonds.** All Firms submitting a proposal in response to this RFP must be able to provide separate faithful payment and performance bonds, each in an amount equal to 100% of the total GMP 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 20 of the Construction Services Agreement.

(7) **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 33 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:

- A.M. Best financial rating of A:VII
- Commercial General Liability Insurance. It shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001). One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/Three Million Dollars (\$3,000,000) aggregate.
- Automobile Liability Insurance. It shall be at least as broad as Insurance Services Office Form Number CA 0001 Automobile Liability, Code I (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- Workers' Compensation and Employer's Liability Insurance. The Contractor and all subcontractors shall insure (or be a qualified self-insured), under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the Project site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

- Builder's Risk "All Risk" Insurance. The Contractor shall maintain builder's risk insurance on an "all risk" completed value basis (including flood) upon the Project.
- Umbrella Excess Liability Insurance. The Contractor shall maintain umbrella excess liability insurance in an amount not less than Four Million Dollars (\$4,000,000), with at least Ten Thousand Dollars (\$10,000) in retention.

All insurance will be in a form and with insurance companies acceptable to the District.

Insurance carriers shall be qualified to do business in California and maintain an agent for service of process within the state.

Huntington Beach City School District, its employees, consultants, and agents, shall be listed as additional insureds on each of the above policies, and original proof of insurance showing the additional insured parties must be presented at time of final execution of Lease-Leaseback Documents.

B. Firm and Personnel Experience and Qualifications. The following shall be stated: (Note: Questions may be answered in other section of the proposal if clearly and conspicuously identified and referenced in the proposal.)

(1) **Description of Firm.** Include a description of the Firm's qualifications for providing preconstruction and lease-leaseback services on California school construction projects. Include information regarding the size of the Firm, number of employees, name(s) of owner(s), location of the primary office and 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.

2. **Firm's Personnel and Staffing Resources.** Submit an organizational chart containing the names of each key staff member (Project Manager, Superintendent, Cost Estimator, Scheduler, etc.), together with their resumes, who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Relevant experience should include contract value, start and finish dates, and delivery method. 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 preconstruction 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.

The District's evaluation will consider the entire team. Therefore, no changes in the team's composition will be allowed without prior written approval of the District. The Contractor shall be responsible for any additional costs incurred by changes in the team's composition.

- C. Capacity and 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 those portions of the Project your Firm intends on self-performing with its own personnel, exclusive of supervisory and clerical work, and without the services of any subcontractor, the ability of your Firm to undertake and accomplish the required Scope of Work 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 lease-leaseback services exclusively and in a timely manner for the District and the Firm's commitment to providing experienced personnel assigned to the Project.

Describe in detail your methods and plan for carrying out the Scope of Work for the Project. Include in this information the "Contract Schedule" attached as Exhibit "A" to this RFP based on the timelines and information provided in the information packet distributed at the Pre-Submittal Conference. Describe your approach to the Project, including any creative methodology or technology that your Firm uses or unique resources that your firm can offer.

- D. Litigation and Disputes.** Provide specific information and circumstances of any termination for convenience, litigation settled or judgments entered against the Firm within the last five (5) 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. At a minimum, discuss whether or not any of the following has occurred and, if so, please explain:

- Firm has filed a petition for bankruptcy. If so, provide the date the petition was filed and identify the jurisdiction in which it was filed
- Any EPA, Air Quality Management District, or Regional Water Quality Control Board finding against the Firm or the owner of a project on which the Firm was the prime contractor in the past five (5) years
- In the past five (5) years, any violation by the Firm of any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works, or the laws requiring use of "skilled and trained workforce" on certain public works projects
- Failure to enter into a contract once selected
- Withdrawal of a proposal as the result of an error

- Direct involvement with owners, construction managers, or architects in litigation, arbitration, or mediation involving public projects in the past five (5) years

E. Experience and Past Performance. Each Firm is required to submit a list of its most relevant K-12 public works projects, including any public works projects with the District, with an emphasis on lease-leaseback services, provided in the past five (5) years that are of the approximate size and scope of the Project. For each such project, include the following information:

- The project name
- Contracting Method utilized, e.g. single prime bid, lease-leaseback, etc.
- Awarding and completion dates
- Percentage completion dates for projects currently underway but not yet completed
- Name(s) and telephone number(s) of the owner’s representative
- The firm’s team members, sub-contractors, and consultants, describing the exact tasks that each firm performed
- Total project cost

As part of or in addition to the description of the Firm’s past projects listed above, list projects the Firm has successfully completed that had obstacles, such as aggressive schedule or significant budgetary restrictions. Provide a description of the creative solutions implemented and how the obstacles were overcome, including the following:

- What the firm did to accommodate the complexity of the project
- How the firm met the client’s needs on site
- How inconveniences were minimized
- How safety was maximized

F. Preconstruction Services. Proposers must have direct experience and must be able to demonstrate an aptitude to “value engineer” or analyze the Projects' plans, components, and features, to find more efficient and cost-effective methods or alternatives. Describe your methodology in providing preconstruction services for the Project, specifically discussing value engineering, constructability review, site investigations, 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 or money or time.

- G. 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 CRR § 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.

Discuss any Cal/OSHA or Federal OSHA finding against your Firm for any serious, willful or repeat violations or its safety or health regulations in the past five (5) years.

For each of the last five (5) complete years, provide the Average Lost Workday Incident Rate (LWIR), the Average Recordable Incident Rate (RIR), and the Experience Modification Rate (EMR) provided by your worker's compensation insurance carrier.

- H. Financial Information.** Provide the following financial information:

- A letter from a financial institution stating a current line of credit
- A current "Comprehensive Insight Plus Report" from a commercial credit rating service, such as Dunn and Bradstreet.
- A notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California), which states: (a) that your current bonding capacity is sufficient for the Project; and (b) your current available bonding capacity
- Indicate current value of all work the Proposer has under contract
- Provide business construction revenues for the past five years

- I. Labor Compliance/Skilled and Trained Workforce.** Describe your ability to comply with the 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 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 your 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. 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.

J. Exceptions to Lease-Leaseback Documents. The form of Lease-Leaseback Documents (Site Lease, Sublease, and Construction Services Agreement) are attached to this RFP as Exhibit "D". Please review each agreement and provide any proposed exceptions to those agreements with your proposal.

3. Fee Proposal.

The Fee Proposal must be submitted in a separate, sealed envelope with your company name, proposal title, "Fee Proposal, Exhibit "C"," labeled on the outside of the envelope.

Provide a lump sum fee to provide preconstruction services, the lease-leaseback fee and a monthly general conditions cost on Exhibit "C". 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 preconstruction services and the lease-leaseback construction services.

XII. PROPOSAL EVALUATION AND BEST VALUE SCORE

A. Evaluation Categories, Points, and Scoring.

The District's Evaluation Committee will consist of at least three (3) members who will each independently score each proposal based upon the evaluation categories set forth below and in District AR 3311.5. The District's evaluation process for the Lease-Leaseback Documents proposals shall consist of the three (3) following phases:

1. The first phase involves determining the Total Technical Score utilizing the criteria below, including the weight assigned to each criterion. The maximum Technical Score consists of 150 available evaluation points. Either failing a Mandatory Requirement or receiving a Total Technical Score of less than 113 points disqualifies a Proposer from consideration.

	EVALUATION CATEGORY: Qualifications/Technical	POINTS
1.	Mandatory Requirements	<u>Pass/Fail</u>
2.	Firm and Personnel Experience and Qualifications	25
3.	Capacity and Methodology	35
4.	Litigation and Disputes	10
5.	Experience and Past Performance	35
6.	Preconstruction Services	10
7.	Safety	5
8.	Financial Information	20
9.	Labor Compliance/Skilled and Trained Workforce	5
10.	Exceptions to Preconstruction/LLB Documents	5
	MAXIMUM TECHNICAL SCORE	150

2. The second phase involves determining the Total Price Score for each Proposer utilizing the price rankings and corresponding assigned points below for Preconstruction Services, Lease-Leaseback Fee and General Conditions Cost. The maximum Total Price Score consists of 100 evaluation points.

Services	Price Ranking from Low to High	Points Assigned	Max Points
Preconstruction Services	Up to 4.9% lower/higher than average cost	20 points	20 Points
	5% -9.9% lower/higher than average cost	18 points	
	10%-14.9% lower/higher than average cost	16 points	
	15%-19.9% lower/higher than average cost	14 points	
	20%-24.9% lower/higher than average cost	12 points	
	25%-29.9% lower/higher than average cost	8 points	
	30% or more lower/higher than average cost	0 points	
Lease-Leaseback Fee	Low Fee	40 points	40 Points
	Up to 0.5% higher than low fee	37 points	
	0.51% – 1.0% higher than low fee	34 points	
	1.01% - 1.5% higher than low fee	31 points	
	1.51% -2.0% higher than low fee	28 points	
	2.01% -2.5% higher than low fee	25 points	
	2.51% - 2.5% higher than low fee	22 points	
	3.01% - 3.5% higher than low fee	19 points	
	More than 3.5% higher than low fee	0 points	
General Conditions Cost	Low Cost	40 points	40 Points
	Up to 4.9 % higher than low cost	37 points	
	5.0% -9.9% higher than low cost	34 points	
	10.0% - 14.9% higher than low cost	31 points	
	15.0% - 19.9% higher than low cost	28 points	
	20.0% -24.9% higher than low cost	25 points	
	25.0% - 30.0% higher than low cost	22 points	
	More than 30% higher than low cost	0 points	
MAXIMUM TOTAL PRICE SCORE			100 POINTS

3. The third phase involves adding the Total Interview Score from each short listed Firm interviewed, totaling a maximum of 50 available evaluation points, to the Total Proposal Score to determine the Best Value Score.

B. Evaluation and Selection of Successful Lease-Leaseback Contractor

The purpose of this RFP is to enable the Huntington Beach City School District to select the Firm offering the best value to the District for award of the Lease-

Leaseback Documents under the provisions of Education Code section 17400 et seq.

1. The Evaluation Committee shall review and evaluate the qualifications of the Proposers in the following manner solely based upon the scoring criteria and evaluation methodology adopted by the District's Board of Education at AR 7600 as set forth in Paragraph A. of this Section XII.
2. The Evaluation Committee will first evaluate the Qualifications/Technical portion of the submitted proposals to determine whether they meet the format and content requirements and the standards specified in the RFP. The Evaluation Committee will not open the contents of the sealed fee proposal during this part of the evaluation.
3. Each proposal that has passed all Mandatory Requirements and has achieved the 113 point minimum qualification technical score set forth above shall be ranked from highest to lowest final technical score based on the average of the scores of the individual evaluators for each proposal ("Total Technical Score").
4. After all Total Technical Scores are assigned, the fee proposal submitted with each Firm's proposal using the format attached at Exhibit "C" of this RFP shall be opened and scored in accordance with the standards discussed above. The Proposer's total price score ("Total Price Score") will be added to its Total Technical Score to obtain a total proposal score ("Total Proposal Score").
5. Based on the highest Total Proposal Scores, the District's Evaluation Committee will select a short list of firms to personally interview. Prior to the interviews, a list of standard questions may be developed to ask each presenter. The interview will be worth up to 50 points (the "Total Interview Score"). Following the interviews, the average of the scores of the individual evaluators for each interviewed firm will be added to the Total Proposal Score for a potential combined maximum "Best Value Score" of 300 points. As used in this RFP and District AR 3311.5, "Best Value Score" shall mean the total score awarded to a Proposer for all scored evaluation factors, i.e., $(\text{Total Technical Score} / \text{number of members on Proposal Evaluation Committee}) + \text{Total Price Score} + (\text{Total Interview Score} / \text{number of members on Proposal Evaluation Committee}) = \text{Best Value Score}$.
6. Proposers not on the short list will not be eligible for further consideration for award.
7. Once the evaluation of the Proposers is complete, all responsive proposals from Firms interviewed shall be ranked from the highest Best Value Score

(i.e., the most evaluation points earned) to the lowest Best Value Score (i.e., the least evaluation points earned) to the District.

8. The award of the Lease-Leaseback Documents shall be made by the Board to the responsive Proposer whose proposal earned the highest Best Value Score, and is determined, in writing by the Board, to be the best value to the District.
9. Proposals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing Proposers prior to and during the review, evaluation, and negotiation processes. However, to the extent that the submittals are public records under California law, they may be released to members of the public if specifically requested under the California Public Records Act.
10. The District reserves the right to request additional information at any time, which, in its sole opinion and discretion, is necessary to assure that a Proposer's competence, business organization and financial resources are adequate to perform the required lease-leaseback services for the District.
11. If the selected Proposer refuses or fails to execute the tendered instrument, the Board may award the instrument to the Proposer with the next highest Best Value Score if the Board deems it to be for the best interest of the District.

XIII. GENERAL INFORMATION

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.

Compliance

Submittals must be in strict accordance with the requirements of the RFP. Any Proposal not submitted in accordance with the requirements of the RFP will not be considered.

Amendments

The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises this RFP, all Respondents will be notified by addenda. The District also reserves the right to extend the date responses are due and any timelines described in the RFP.

Late Proposals

It is the Proposer's responsibility to ensure its proposal submittal is received by the District on or before the time and date specified. Submittals received after the date and time specified will not be considered.

Additional Provisions and Requirements

- A. **Public Record.** Responses to this RFP will become the exclusive property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those portions, if any, of the RFP submittal marked or otherwise identified by the Proposer to be returned to the Proposer, will be returned following award of the contract for the Project.

Those elements in each response which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," or "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is deemed to be required by law or by an order of the court. Proposers which indiscriminately identify all or most of their submittal as exempt from disclosure without justification may be deemed non-responsive.

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 Proposer agrees, upon submission of its Proposal for the District's consideration, 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.

- B. **Independent Contractor.** District retains Contractor on an independent contractor basis and Contractor is not an officer, agent, or employee of District. Contractor is not an employee for state tax, federal tax, or any other purpose and is not entitled to the rights or benefits afforded to District employees. Any additional personnel performing the services under the Lease-Leaseback Documents on behalf of Contractor shall also not be employees of District, and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under the Lease-Leaseback Documents and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- C. **Conflict Of Interest.** Contractor represents that Contractor has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this RFP, or for the construction of the Project, and that no person having any such interest shall be subcontracted in connection with this RFP, or employed by Contractor. Contractor shall not conduct or solicit any non-District business while on District property or time.

Contractor entity will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to District prior to entering into the Lease-Leaseback Documents any and all circumstances existing at such time which pose a potential conflict of interest.

Contractor warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with a view toward securing any business from District or influencing such person with respect to the conditions, or performance of any agreements with or orders from District, including, without limitation, the Lease-Leaseback Documents.

- D. **Non-Discrimination.** The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.
- E. **Drug-Free Policy and Fingerprinting.** The selected Contractor shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free Workplace Certification.
- F. **Costs.** Costs of preparing a Response to this RFP are solely the responsibility of the Proposer.
- G. **Securities.** Proposers are advised that if awarded a contract, they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to retention monies withheld by District to ensure performance under the contract. Upon satisfactory completion of the Project the securities shall be returned to the Contractor.
- H. **Bonding.** The successful Contractor entity will be required to furnish a Performance Bond in the amount of one hundred percent of the contract price, and a Payment (Material and Labor) Bond in the amount of one hundred percent of the GMP.
- I. **Limitations.** This RFP does not commit District to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.
- J. **Protests.** A Proposer may protest an award if he/she believes that the award is not in compliance with law, Board policy, or this RFP's specifications. For a protest to be considered by the District, the protest must be submitted in writing to the District at the address provided in Article IV of this RFP within three (3) business days following the issuance of the notice of intent to award an agreement. The protest must clearly identify: (i) the specific process/basis, or other matter that is the subject of the protest; (ii) the specific provisions of all documents relevant to the protest; and (iii) describe in detail all arguments in support of or justifying the protest. A Proposer's failure to comply with each of the foregoing requirements in a timely manner shall constitute a waiver of his/her right to protest the award of the agreement, and shall also constitute a failure to exhaust an available administrative remedy and bar any further action.

Upon the timely receipt of a valid protest, the District and/or its legal counsel will review the protest and all relevant information and documents and will provide a

written determination to the protesting Proposer, which determination shall be final. Alternatively, in the District's sole election, the District may present the protest, together with a written recommendation to the District Board, for final determination.

NOTE: Incomplete submittals, incorrect information, or late submittals may be cause for immediate disqualification. District reserves the right to request additional information or clarification during the evaluation process. District retains the right to reject any or all submittals, per Education Code section 17406(a)(2)(G). All Proposers should note that the execution of any agreement pursuant to this RFP is dependent upon the approval of the Huntington Beach City School District in its sole discretion.

EXHIBIT "A"

DESCRIPTION OF PROJECT

Name of Project: Huntington Seacliff Elementary School Modernization Project

Estimated Construction Cost/Budget: \$6,434,714

Description of Project: The Project will include: 21st Century Classroom renovations, Learning Commons renovation, Library Courtyard repair, code required upgrades, play field repair and painting.

EXHIBIT "C"

FEE PROPOSAL FORM

The Fee Proposal must be submitted in a separate, sealed envelope with your Firm name, proposal title, "Fee Proposal, Exhibit "C"", labeled on the outside of the envelope and submitted at the same time the proposal is submitted.

The District will use the total costs for all line items below to provide a Total Price Score for each Proposal, rather than score each line item cost separately. The prices provided below will be used as the basis for the Guaranteed Maximum Price for the Lease-Leaseback Documents and the fee for the Preconstruction Services to be entered into with the District; therefore, Proposers are requested to provide accurate pricing. No revisions to the costs or prices noted below shall be allowed unless agreed to and approved by the District.

The Firm proposes the following fees:

1. The Preconstruction Services fee shall be expressed as a lump sum firm-fixed price based on the construction budget, schedule, and description in Sections II and V of the RFP and Site Lease at Exhibit "D" and shall be scored based upon the percentage the fixed price bears to the average fixed fee of all Proposers.

Preconstruction Services 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 X and Exhibit "A".

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

Executed this ____ day of _____, 2019

Proposer's Name

Signature

Title

Print Name

EXHIBIT "D"

LEASE-LEASEBACK DOCUMENTS