

# **MANZANITA ELEMENTARY SCHOOL DISTRICT**

## **REQUEST FOR PROPOSALS FOR LEASE-LEASEBACK SERVICES FOR NEW CONSTRUCTION AND MODERNIZATION PROJECTS**

Proposal Deadline Date

March 20, 2020 at 4:00pm

**Submit to:**

**Manzanita Elementary School District  
627 E Evans Reimer Rd  
Gridley, CA 95948**

**Attn: Brittany LaRose  
Business Manager**

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## **I. PURPOSE OF THE RFP:**

By way of this Request for Proposals (“RFP”), the Manzanita Elementary School District (“District”) seeks proposals from lease-leaseback contractors (“Contractor” or “Firm”) to provide lease-leaseback construction services including design review, value engineering, master scheduling, cost estimating, budgeting and construction services for the following projects, more fully defined in Section II”, in accordance with the best value selection process structure set forth in Education Code section 17400 et seq.:

- 1.) Manzanita Elementary School Modernization
- 2.) Manzanita Elementary School - New Construction Kindergarten
- 3.) Manzanita Elementary School - New Construction Upper/Middle School

Copies of plans and specifications may be obtained at Synthesis Partners, LLC Architects or online at <https://bit.ly/2wIURX4>

**NOTE: Plans and specifications available at the time of RFP issuance may be preliminary to approvals by the Division of State Architect (“DSA”), but constitute final plan and specifications for purposes of proposal preparation.**

Best value selection is an evaluation process of Firms that allows the consideration of 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 equipped to provide the lease-leaseback services, as described in this RFP, and in the plans and specifications available as part of 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’s intent is to complete the certain components of the project before the 2020-2021 instructional year begins.

The District expressly seeks a proposal that not only complies with all of the requirements of the RFP for purposes of the best value rating process, but also a proposal that complies with the Project plans and specifications.

## **II. BACKGROUND ON THE PROJECT:**

Manzanita Elementary School District is located in Butte County and serves approximately 300 students in grades TK-8 in one school.

This project will be performed at Manzanita Elementary School using the lease-leaseback project delivery method authorized by Education Code section 17400 *et seq.* The District has contracted with Synthesis Partners, LLC Architects to design this project and the lease-leaseback contractor will be expected to provide comprehensive lease-leaseback construction services for the Project.

***The Project consists of modernization to several buildings including lighting upgrades, HVAC, and roof construction as well as construction of several new modular classroom buildings, in accordance with the plans and specifications for a complete project.***

The construction performance period for these projects are as follows:

- 1.) ***Manzanita Elementary School Modernization  
Construction Period: 3 Months***
- 2.) ***Manzanita Elementary School New Construction – Kindergarten  
Construction Period: 3 Months***
- 3.) ***Manzanita Elementary School New Construction – Upper/Middle School  
Construction Period: 6 Months***

**III. RFP TIMELINE:**

Request for Proposals Issued:	March 6, 2020
RFP Advertisement Dates:	
Gridley Herald:	March 6, 2020 March 13, 2020
Valley Contractors Exchange:	March 6, 2020
Optional Job Walk:	March 10, 2020
Deadline for Submittal of Questions:	March 13, 2020
Responses to Questions Submitted:	March 17, 2020
Submittal of Proposal (with fees):	March 20, 2020 by 4:00 pm
District Notice To Firms To Be Interviewed:	March 25, 2020*
Short List Interviews:	March 27, 2020*
Finalists Announced	March 30, 2020
GMP Proposals submitted by Finalist	May 1, 2020
Anticipated Board Approval Date:	May 5, 2020*
Notification of Selected Firm:	May 5, 2020*
Notice to Proceed Issued:	May 6, 2020*

\*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 Gary Rogers at grogers@mesd.net by no later than 4:00 p.m., March 13,2020. 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 at <http://www.manzanitaelementaryschool.com/>, and provided to the firms that register with the District by the deadline for Submittal of Questions.

## **V. PRECONSTRUCTION SERVICES**

The District anticipates that the successful Contractor will provide preconstruction 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 preconstruction 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 preconstruction 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 designated subcontractors shall not be qualified to submit or be listed on a proposal, subject to the requirements of Section 4104 of the Public Contract Code, 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 bid 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. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

## **VII. SUBCONTRACTOR DESIGNATIONS**

Pursuant to Education Code section 17406(a)(4)(A), the District is not requiring all Firms to identify and designate the subcontractors in their initial proposals.

**Finalist (Only)** will prepare and bring the designation of subcontractors form Attachment 3 to the interview in accordance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et seq.) and any amendments thereof, each **Finalist** shall set forth in **Attachment 3:** (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total price; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this proposal. All subcontractors shall be properly licensed by the California State Licensing Board. If a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total proposal, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original proposal, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total proposal where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total proposal where no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the 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 one original, **five (5)** hard copies and a digital copy (on a thumb drive) of the proposal. All proposals should address the requested information in 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 Gary Rogers, District Superintendent, stating the eligibility of the firm to respond to this RFP, a brief description of the firm and 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. 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 each specialty subcontracted on the project.
    - b. Performance and Payment Bonds/Insurance Requirements**

All firms submitting a proposal to this RFP must be able to provide the District with a separate 100% faithful payment bond and a 100% faithful performance bond. Provide a letter from your surety indicating your overall bonding capacity and the ability to meet the Bond Requirements in Section 35.13 of the Construction Services Agreement.

All Firms submitting a proposal to this RFP must have the ability to secure insurance coverage and provide Proof of Certificate of Insurance, as described below (See, Section 35.4 of the Construction Services Agreement for specific insurance requirements):

Comprehensive general and auto liability insurance with limits of not less than two million dollars (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- Owned, non-owned and hired vehicles;
- Blanket contractual;
- Broad form property damage;
- Products/completed operations; and
- Personal injury;
- Builder's Risk

Special hazards and excess liability insurance policy.

Workers' Compensation Insurance shall be maintained, 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 the insurance coverage in Section 35.4 of the Construction Services Agreement.

2. **Firm Personnel, Capacity, and Methodology – Attachment 1.** Each Firm must completely answer the 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 on the questionnaire.** The following shall be stated:

- a. **Description of Firm** – Include a description of qualifications for providing preconstruction and lease-leaseback services on California school construction projects.
- b. **Include information** regarding the size of the company, location of the office from which the required services would be performed, nature of work performed, and 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.
- c. **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 but not be limited to the following information; (a) Education; (b) Years of relevant experience; (c) Professional registrations, certifications and affiliations (d) Project-specific experience with focus on public projects and emphasis on K-12 projects providing 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.
- d. **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 company 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 concern, 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 personnel assigned to District's Project.
- e. **Litigation** – Furnish and provide specific information on any termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal

convictions for false claims 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.

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 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 lease-leaseback services, (4) total price for the project, (5) client's name and address, and (6) client contact name and phone number.
4. **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 to you, 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 apprenticeable occupation that will be used on the project, including your subcontractors at any tier. Include in your discussion your plan and methodology to comply with the percentage requirements for the use of "skilled journeypersons" for each apprenticeable occupation. Finally, identify and discuss which apprenticeable occupation(s) will be the most difficult to meet the percentage requirements for skilled journeypersons on the project and state why.

5. **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.

6. **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, the City of Gridley, as well as greater Butte County 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 a local or regional governmental agency. Describe the Firm's plan for inclusion of such businesses in the services to be provided for the District.

**D. Fee Proposal (All Firms) – Preconstruction Fee, Lease-Leaseback Fee, and General Conditions – “Attachment 2”**

**Provide a lump sum fee to provide preconstruction 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 preconstruction services and the lease-leaseback construction services.**

- E. **Guaranteed Maximum Price (GMP) (Finalist Only) – Each Finalist selected for an interview will prepare a GMP Proposal, which must be submitted in a separate, sealed envelope with your company name, proposal title, GMP Proposal, 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 GMP Proposal.**

**NOTE: In addition to the guaranteed maximum price ("GMP") provide the lease-leaseback fee and general conditions fee on Attachment 2. The proposed fees should include all direct labor costs, fringe**

**benefits, insurance, labor/material payment and performance bonds, overhead, profit, and all other expenses the Contractor will incur in providing the lease leaseback construction services.**

**NOTE: The proposed GMP submitted on Attachment 3 shall include a contingency in the amount stated on Attachment 3. Expenditures of the contingency fund shall be at the discretion of the District and any unspent contingency funds shall remain allocated to the District.**

**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 4 p.m. on March 20, 2020**. 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:

Brittany LaRose, Business Manager  
Manzanita Elementary School District  
627 E Evans Reimer Rd  
Gridley, CA 95948

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. 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 due date 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, 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 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 Agreement 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 IX.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 final score will be equal to the average score from the Evaluation Committee (i.e., the total number of points from the Evaluation Committee divided by the number of Evaluation Committee members: final score = sum total of points/number of committee members). The final score will be calculated to two decimal places.

The RFP contains seven (7) 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 1000 possible points.

<b>EVALUATION CATEGORY</b>	<b>POINTS</b>
Mandatory Requirements	Pass/Fail
Firm Personnel, Capacity, and Methodology	250
Relevant Experience and Past Performance	300
Labor Compliance/Skilled and Trained Workforce	200
Safety	100
Local Business Outreach and Participation	100
Exceptions to LLB Agreements	50
<b>MAXIMUM TOTAL SCORE</b>	<b>1000</b>

**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. 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.

**D. Fee Proposal and Best Value Score**

The fee proposal (Attachment 2) will be used to calculate the Best Value Score for each project. 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

<b>EVALUATION CATEGORY</b>	<b>Max.</b>	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>Ave.</b>
Mandatory Requirements	P/F	P	P	P	P
Firm Personnel, Capacity, and Methodology	250	220	200	230	216.67
Relevant Experience and Past Performance	300	240	260	250	250
Preconstruction Services*	50	50	50	50	50
Labor Compliance/Skilled and Trained Workforce	150	100	110	80	96.67
Safety	50	50	50	50	50
Local Business Outreach and Participation	150	100	140	130	123.33
Exceptions to LLB Agreements	50	50	50	50	50
<b>SCORE</b>	1000	810	860	840	836.67

\*Included above only for purposes of the scoring example.

Example Fee Proposal – (assumes for this example a \$5,000,000 construction budget and 5 month schedule)

Lease-Leaseback Fee (overhead, profit, insurance and bonds) – 10% x \$5,000,000 = \$500,000  
 General Conditions (\$15,000/month x 5 months) – \$90,000  
 Total Fee = \$590,000

**Firm 1 – Best Value Score – \$590,000/836.67 points = \$705.18/point**

FIRM #2

<b>EVALUATION CATEGORY</b>	<b>Max.</b>	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>Ave.</b>
Mandatory Requirements	P/F	P	P	P	P
Firm Personnel, Capacity, and Methodology	250	215	200	190	201.67
Relevant Experience and Past Performance	300	235	245	250	243.33
Preconstruction Services*	50	50	50	50	50
Labor Compliance/Skilled and Trained Workforce	150	100	90	125	105
Safety	50	50	50	50	50
Local Business Outreach and Participation	150	100	140	110	116.67
Exceptions to LLB Agreements	50	50	50	50	50
<b>SCORE</b>	1000	800	825	825	816.67

\*Included above only for purposes of the scoring example.

Example Fee Proposal – (assumes for this example \$5,000,000 construction budget and 5 month schedule)

Lease-Leaseback Fee (overhead, profit, insurance and bonds) – 12% x \$5,000,000 = \$600,000  
General Conditions (\$12,500/month x 5 months) – \$75,000  
Total Fee = \$675,000

**Firm 2 – Best Value Score – \$675,000/816.67 points=\$826.53/point**

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

E. Once **Finalists** are determined selected firms will prepare GMP and submit attachment 3 designating subcontractors as outlined in Section VII.

## **XI. GENERAL TERMS AND**

### **CONDITIONS District Obligation**

Receipt of proposals and responses to this RFP does not obligate the District in anyway. 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 Manzanita Elementary School District. The District also reserves the right to reject and 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, 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 firms. Selected firms

agree 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. Failure to comply with this requirement may cause rejection of the respondent's qualifications. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the respondent and/or any of its owners, officers, directors, shareholders, parties or principals.

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:

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(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 lease-leaseback construction services performed for other school districts in accordance with parameters described above.
- (13) Describe how respondent has successfully provided lease-leaseback construction services such as those described herein.
- (14) Describe the unique or innovative lease-leaseback construction services utilized on previous projects.

**SECTION B – LEGAL**

- (15) Have you or any of your principals been in 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 five (5) years? .

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

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- (16) Have you ever had a service agreement terminated for convenience or cause in the prior five (5) years?\_\_\_\_\_.

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

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- (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:

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(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:

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(19) Will respondent comply with all District, local, state and federal legal requirements, regulations and laws? \_\_\_\_\_.

### **SECTION C – ADDITIONAL INFORMATION**

(20) 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**

(21) 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:

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**SECTION E. Exceptions to Agreement Forms**

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

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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 \_\_\_\_\_, 2020, at \_\_\_\_\_,  
State of \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name



ATTACHMENT 2 – FEE PROPOSAL

**Project Name:** \_\_\_\_\_

(Submit separate Fee Proposal for each project)

This fee proposal, "Attachment 2", must be submitted with the proposal.

The Firm proposes the following fees:

1. The preconstruction fee should be expressed as a lump sum firm fixed price based on the construction budget, schedule, and descriptions in Sections II and V of this RFP.

**Preconstruction Fee:** [LUMP SUM] \$ \_\_\_\_\_

2. The lease-leaseback fee shall include the Firm's overhead, profit, and all other costs (excluding general conditions), and should be expressed as a percentage and shall be the same as the "Contractor's Fee" as set forth in Article 3 of the Construction Services Agreement in Attachment 3 to this RFP.

NOTE: Should the Firm try to revise the Contractor's Fee so that it exceeds the percentage below, the Firm agrees and acknowledges that the District has the right to deem the Firm's proposal non-responsive, cancel the lease-leaseback contract without owing any fees or costs to the Firm, and award a contract to another contractor/Firm.

**Lease-Leaseback Fee:** \_\_\_\_\_% of construction budget.

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

**General Conditions:** \$ \_\_\_\_\_/month\*

\*Please provide as backup for the general conditions a line item listing of the proposed monthly general conditions and the corresponding monthly cost that you proposing using for the Project. Failure to include this backup line item listing will severely impact your score for this category.

**4. Total Fee Proposal:**

For purposes of scoring the fee proposals, the monthly fees will be multiplied by 12 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. Preconstruction Fee: = \$ \_\_\_\_\_

2. Lease-leaseback Fee: \_\_\_\_\_% x [construction budget] = \_\_\_\_\_

3. General Conditions: \$\_\_\_\_\_/month x [no. of months] = \_\_\_\_\_

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

\$\_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_

Company Name Signature

\_\_\_\_\_

Title

Print Name

ATTACHMENT 3 – DESIGNATION OF SUBCONTRACTORS FORM  
**(FINALISTS ONLY)**

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	Email & Telephone	DIR Registration Number

- This information must be provided by Finalists during the interview. Once submitted. Firms may not revise or amend any other information in this form submitted at the time of proposal is submitted

Proper Name of Firm: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Signature of Firm Representative: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_