

# **REQUEST FOR PROPOSALS**

**RFP BUSD-410-07**

## **LEASE-LEASEBACK SERVICES FOR THE BONSALL HIGH SCHOOL CAPITAL IMPROVEMENT PROGRAM**

### **BONSALL UNIFIED SCHOOL DISTRICT**

**31505 Old River Road  
Bonsall, CA 92003  
(760) 631-5200**

**RFP Issued:**

**March 10, 2017**

**Mandatory Pre-Submittal Conference:**

**April 4 at 1:00 P.M. – 3800 Gird Road, Bonsall, CA 92003**

**Proposals Due Date:**

**April 18, 2017 at 11:00 A.M.**

**BONSALL UNIFIED SCHOOL DISTRICT**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**LEASE-LEASEBACK CONSTRUCTION SERVICES**

**1. INTRODUCTION**

Pursuant to the procedures set forth in recently enacted AB 2316, the **BONSALL UNIFIED SCHOOL DISTRICT** ("District") is seeking proposals and concepts from Lease-Leaseback Construction Services ("LLB") entities to provide to the District with comprehensive LLB services including, but not necessarily limited to, pre-construction services including constructability review, and value engineering, as well as construction services by entering into a set of LLB contract documents with the District for the construction of the **Bonsall High School Capital Improvement Program** project ("Project"). The Project work may include, but is not necessarily limited to, new construction, improvements and upgrades funded by general obligation bonds, state funding, and/or other sources. The District estimates the project price to be approximately \$20 million. The District anticipates substantial growth within its boundaries in the next few years and will be legally obligated to accommodate and provide the public high school students within its boundaries with adequate and appropriate high school facilities.

The RFP's scope of work will be contingent upon and subject to the California Environmental Quality Act ("CEQA") review of the proposed new high school project which is currently ongoing. The need for the RFP at this time is to allow the District to obtain early pre-construction/design assist services and construction estimating from the selected LLB firm in order to maximize the potential improvements for the high school that may be designed and constructed given the District's budgetary constraints. The RFP does not make any assumption regarding the ultimate site of the high school and such pre construction services will be needed regardless of the ultimate site of the new high school in order to assist the District in ensuring the most possible high school improvements may be constructed regardless of the Project site ultimately chosen.

Based on the response to this RFP, the District intends to select a LLB entity for the Project described above based on the best value criteria set forth in Section 9 herein. The successful Proposer will be that which provides the best value to the District, taking into consideration the Proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. LLB entities are encouraged to view a more detailed description of the anticipated duties for the selected LLB entity in the Scope of Work described in Exhibit "A," attached hereto.

This Request for Proposals ("RFP") describes the Project, the required Scope of Services, the selection process, and the minimum information that must be included in the proposal. This RFP will request each Proposer to concisely state its qualifications and its concept for how the LLB Entity and District will develop a constructive and effective partnership. Pursuant to Education Code section 17406, all proposers must be prequalified in order to submit a response to this RFP pursuant to the District's standard prequalification questionnaire, found at [http://www.bonsallusd.com/apps/pages/index.jsp?uREC\\_ID=231195&type=d&pREC\\_ID=7099](http://www.bonsallusd.com/apps/pages/index.jsp?uREC_ID=231195&type=d&pREC_ID=7099)

[12](#) beginning March 14, 2017. The deadlines for submission of the prequalification packages and for obtaining prequalified status are set forth in the Schedule of Events below.

## 2. **DISTRICT BACKGROUND**

The District is a public school district that serves the community of Bonsall in the unincorporated area of Northern San Diego County. The District currently serves approximately 2,400 students in grades Kindergarten – 12th in the District’s 5 schools encompassing 4 different sites, which are directed by a five member Governing Board. In order to facilitate the education of all such students the District intends to construct the Project, as described below. As described above, the District is anticipating substantial growth within its boundaries and such new students will require the construction of additional high school facilities as contemplated by the Project.

## 3. **PROJECT DESCRIPTION**

### 3.1 Project Background/Description

The District's Project shall consist of the construction of a new high school campus as described in Section 1 and 2 above. Specific Project work will likely include the following improvements:

#### **The Master Plan for the New High School campus will provide for:**

1. Administration Building
2. Multi-Purpose/ Gymnasium
3. Food Services
4. Classrooms (400-500 students are the initial projections with an estimated student population of 1,500)
5. Performing Arts
6. Lifetime Sport Programs
  - a. Soccer
  - b. Volleyball
  - c. Tennis
  - d. Golf
  - e. Basketball

The selected LLB Entity for the Project will perform all required LLB services for the Project, starting first with the preconstruction services necessary for master planning and design development, including, but not limited to construction cost estimating, design assist/constructability review and value engineering pursuant to the LLB contract documents. Given the District’s anticipated budget constraints and funding issues, the District intends to only authorize the LLB services in Phases

1) Phase 1 – Pre-Construction Services – NTP issued after contract validation, if applicable, with no construction activities to commence until completion of CEQA review and DSA approval of plans as required by law.

2) Phase 2 - Construction Services – Increment 1 Site Work, Utilities, and Roadway Improvements following completion of design development, CEQA review and resolution of funding issues/timing.

3) Phase 3 - Construction Services – Increment 2 Buildings, after completion of Increment 1 at Board Option depending on budget/funding constraints.

If the District proceeds with the Construction Phase of the Project, the selected LLB Entity will be acting as a General Contractor pursuant to the LLB contract documents, consisting of a Construction Services Agreement, Site Lease Agreement, and Sublease Agreement (collectively the “LLB Contract”), and may contract with separate specialty subcontractors to perform the various trades comprising the entire Scope of Work described in **Exhibit “A”**. The District’s required form LLB Contract documents are attached hereto as **Exhibit “B.”**

The LLB Entity shall work under the direction of District staff. District has independently retained Baker Nowicki design studio as the Project Architect of Record (the “Architect”) to prepare the design, plans and specifications for the Project. The LLB Entity shall work with the Architect as directed by the District to complete the value engineering/constructability reviews and assist in the incorporation of any District approved modifications into the plans for the Project, at the direction of District staff.

### 3.2 Guaranteed Maximum Price/Fees and Charges.

Respondents are required to describe in the proposal the anticipated price ranges for all fees and charges for the various components of the Project. Price ranges shall be provided and described under the following categories:

1. LLB Entity Fee
2. Preconstruction Fee
3. Special Conditions
4. General Conditions
5. Bonds and Insurance
6. Other, if necessary

This price range information should include enough information for the District to understand how the proposer establishes an estimated preliminary guaranteed maximum price range for the Project using the LLB delivery method. The pricing information should document how the proposer applies such fees to both the pre-construction work of Phase 1 as well as the construction work to be performed by the competitively selected subcontractors for Phases 2 and 3 of the Project in order to ensure price transparency throughout the LLB process. Upon completion of the Design Phase for the Project and upon final DSA approval of the plans, if the District proceeds with the Construction Phase of the Project, the successful LLB Entity will be required to provide a fixed, final guaranteed maximum price for the Construction Phase of the Project.

## 4. SCOPE OF WORK

Although the final scope of work shall be negotiated in the executed LLB Contract documents, the LLB Entity will be expected to fulfill, at a minimum, the services described in the Scope of Work attached hereto as Exhibit "A". See also Exhibit "A" of the attached Lease-Leaseback Construction Services Agreement which states in part:

Phase 1 of construction is estimated to provide approximately 29,373 sf of floor area in separate buildings and facilities for:

- a. Site Utilities
- b. Classroom Facilities – 14,628 sf
- c. Administrative Offices / Student Support Services – 1,880 sf
- d. Learning Commons / Staff RR's / Custodial – 2,323 sf
- e. Gymnasium / Multi-Purpose Room – 8,624 sf
- f. Food Services – 1,918 sf
- g. Recreational field(s) and Facilities
- h. On Site and Off Site Improvements
- i. Parking and vehicle circulation / Fire Department access

**5. SCHEDULE OF EVENTS**

The District anticipates the following timeline for the process of selecting a LLB Entity:

<u>Action</u>	<u>Date</u>
Release of Request for Proposal	March 10, 2017
Mandatory Pre-Proposal Meeting Location: 3800Gird Road, Bonsall, CA at 1 PM	April 4, 2017
Last Day to Submit Questions for Clarification and Contractor Pre-qualification packages received by the District on or before 1:30:00 PM	April 7, 2017
Final Responses/Addendum Issued by District	April 12, 2017
Opening - Deadline for Receipt of Proposals submitted on or before <b>11:00AM</b>	April 18, 2017
Completion of Evaluation and Notification to Finalist(s)	April 21, 2017
Interview of Finalist(s)	April 25, 2017
Recommendation to Board for Award of the New High School Project	May 11, 2017

**6. PRE-SUBMITTAL ACTIVITIES**

### 6.1 Letter of Interest/Interest List

A pre-qualified LLB Entity that intends to submit a proposal in response to this RFP must provide contact information, including the name of the person to whom any responses to questions and/or clarifications or revisions to this RFP should be sent, together with such person's title, e-mail address, and telephone number. The District will maintain a list of all LLB Entities that have provided such contact information ("Interest List"). LLB Entities should promptly provide such contact information to ensure that it receives all responses to questions and/or clarifications or revisions to this RFP (including, without limitation, any changes in the anticipated Schedule of Events set forth above. Such contact information should be sent by e-mail to **David Medcalf, Director, Facilities Maintenance and Transportation** at **david.medcalf@bonsallusd.com**.

### 6.2 Questions Concerning Request for Proposal

LLB Entities interested in submitting proposals must make personal contact only with the individual identified below and should not contact the District's Governing Board members, the Superintendent, Assistant Superintendents, or any other official or staff of the District.

BONSALL UNIFIED SCHOOL DISTRICT  
31505 Old River Road  
Bonsall, CA 92003  
Attn.: David Medcalf  
Director, Facilities, Maintenance and Transportation  
david.medcalf@bonsallusd.com  
760-631-5200 extension 1014

Any LLB Entities who violate this directive will be disqualified from further consideration.

All written questions will be answered in writing and conveyed to all firms on the Proposer's List. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by the scheduled date given in Section 9 of this RFP (the Schedule of Events).

### 6.3 Mandatory Pre-proposal Meeting

Each Proposer must attend the mandatory pre-proposal meeting to be held as follows:

On April 4, 2017 at 1:00 P.M. at 3800 Gird Road, Bonsall, CA 92003

At the Pre-Proposal Meeting, District representatives will distribute information and materials to further describe the Project, the Scope of Work, and walk the proposed Project site. LLB Entities shall consider and address the materials and information distributed at the Pre-

proposal meeting in their Proposal. LLB Entities that fail to attend the Mandatory Pre-proposal meeting, in its entirety, shall be ineligible to respond to this RFP.

#### 6.4 Revision to the Request for Proposal

The District reserves the right to revise the RFP until the date specified in Section 5 of this RFP (the Schedule of Events). Revisions to the RFP shall be mailed to all Proposers that have timely submitted a Letter of Interest. The District expressly reserves the right to extend the date by which proposals are due.

### 7. **PROPOSAL REQUIREMENTS**

#### 7.1 General

Each proposal shall include a description of the type, technical experience, background, qualifications and expertise of the Proposer's firm. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the District as its LLB Entity.

Describe in detail the firm's methods and plan for carrying out the Scope of Work. Include in this information a detailed description of construction scheduling, staging, and logistics based on the timelines and information provided in the information distributed at the Pre-proposal meeting. Describe the firm's approach to the LLB delivery method and proposed Project, including any creative methodology or technology that the firm uses or unique resources that the firm can offer.

#### 7.2 Contents

##### 1. Executive Summary (Limit: 2 Pages)

Provide an overview of the entire proposal describing the general approach or methodology the Proposer will use to meet the goals and fulfill the general functions of the LLB Entity as set forth in this RFP.

##### 2. Table of Contents (Limit: 1 Page)

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

##### 3. Identification of the Proposer (Limit: 1 Page)

- a. Legal name and address of firm
- b. Legal form of firm (corporation, partnership, etc.) and state of registration
- c. Address and phone number of the office that will be primarily responsible for providing the required LLB services

- d. California Contractor's License Number(s)/Classifications(s), exact name of license holder on file, and whether the license has been suspended or revoked in the past five (5) years. Proposers must hold a General Building Contractor License, Classification B, which is current, valid and in good standing with the California Contractors State License Board.
- e. Public Works Contractor (PWC) Registration number issued by DIR (Department of Industrial Relations)

4. Staffing Resources (Limit: 3 Pages)

Identify three (3) persons who will be principally responsible for working with the District. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, those principal individuals must attend the interview and in-person presentation if such meetings are necessary and required.

5. DVBE (Limit: 1 Page)

Describe the firm's experience and procedures for administering and fulfilling the Disabled Veteran Business Enterprise participation goals and required good faith efforts applicable to stated funded projects pursuant to Education Code section 17076.11.

6. Fiscal Stability (Limit: 1 Page, not including supporting documentation, and should be submitted in a separate sealed envelope with proposal.)

The Proposer must provide evidence of company stability and financial resources, including, but not limited, to the following:

- a. A current report from a commercial credit rating service, such as Dunn and Bradstreet or Experian.
- b. A letter from a financial institution stating a current line of credit.
- c. Latest audited financial statement and/or annual report that have been certified by a Certified Public Accountant. This information will remain confidential and will not be subject to public disclosure.
- d. 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: (1) that the firm's current bonding capacity is sufficient for the applicable Project; and (2) the firm's current available bonding capacity.

Proposers must also indicate the current value of all work they have under contract and must provide business construction revenues for the past five (5) years.

7. Experience and Technical Competence (Limit: 5 Pages)

a. Experience

The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP. The proposal must include a discussion regarding the experience in working with the Division of the State Architect ("DSA") on school projects.

b. Project Specific Experience

(1) *Relevant Experience*

The Proposer shall provide a description of at least five (5) relevant construction project contracts held by the firm, completed using the LLB construction delivery method, within the last five (5) years, which exceeded \$5,000,000.00.

The description of relevant experience must include, but not be limited, to the following:

- (a) Project's name and description
- (b) Firm's role
- (c) Award and completion dates
- (d) Project's total value
- (e) Amount of fees received
- (f) Staffing, including firm's team members, major trade subcontractors, and consultants
- (g) Relationship with client
- (h) Entity name, contact name, position, telephone number, fax number, and e-mail address for each project
- (i) Discussion of claims, demands, and/or litigation arising from the project and involving the Proposer, and resolution of same.

(2) *Ability to Respond to District Needs*

The District requires that the LLB Entity's key personnel and its consultants assigned to the Project be able to respond to District needs within a reasonable time. For this work, "reasonable" is defined as being able at any and all times to provide a maximum 1-hour response time.

(3) *Contracting History*

Describe in detail if Proposer has been involved in any of the following within the last five (5) years:

- (a) Failure to enter into a contract or professional services agreement once selected
- (b) Withdrawal of a proposal or bid as a result of an error
- (c) Termination or failure to complete a contract
- (d) Debarment by any municipal, county, state, federal, or local agency
- (e) Involvement in litigation, arbitration, or mediation in the last ten (10) years
- (f) Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or performance of services
- (g) Knowing concealment of any deficiency in the performance of a prior contract
- (h) Falsification of information or submission of deceptive or
- (i) Willful disregard for applicable rules, laws, or regulations

Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. The Proposer may describe facts in mitigation of any of the above examples as information in the foregoing categories may be considered in determining the suitability of the Proposer to perform the needed LLB services.

(4) *Additional Information*

Please provide any additional information or description of resources pertinent to this RFP, including, but not limited to, letters

of reference or testimonials, total number of permanent employees, and ongoing commitment to professional education of staff.

c. Current Workload. The proposal shall also include a discussion regarding the firm's current projects and their percentage of completion.

d. Technical Competence

(1) Description of in-house resources (i.e., computer capabilities, software applications, modeling programs, BIM etc.)

(2) Ability to draw upon multi-disciplinary staff to address the services required under this RFP.

8. Proposed Method to Accomplish the Work (Limit: 5 Pages)

a. Approach to LLB. Describe the technical and managerial approach to the LLB partnership with the District, including but not limited to the LLB Entity's standard practices and customer service policies for LLB projects. Proposer must take into account the District's goals for the Project and the general functions required of a LLB Entity for the Project. In reviewing the Scope of Services described in Exhibit "A," the Proposer may identify additional necessary tasks and discuss them in its proposed method to accomplish the work.

b. Subcontractor Selection/Workforce Issues. Describe the Proposer's approach to implement a transparent, "open book" process for selection of subcontractors on a competitive basis, including, but not limited to, bid coordination, bidding, selection of qualified subcontractors, including trade contractors, efforts to incorporate local, small, and minority-owned subcontractors, and Project construction administration. Also, describe the Proposer's method for compliance with all subcontractor prequalification and skilled and trained workforce requirements required by Education Code section 17400 et seq.

c. Local Outreach/Hiring. Provide detailed written description of the LLB Entity's proposed local outreach and hiring practices/policies for both subcontractors and other workers, including but not limited to local outreach, disadvantaged business, and diversity policies or procedures.

c. Educational Enhancements. Describe the Proposer's approach to partnering with the District to offer educational enhancements as part of the LLB contract process. Such enhancements may include, but are not necessarily limited to apprenticeship programs, training opportunities, and internship programs, as well as providing career technical education opportunities for job readiness through opportunities for the District's high school students to participate in the Project.

9. Pricing and Contingency (Limit: 1 Page)

The LLB Entity shall provide all of the pricing and contingency information requested in section 3.2 above. If the District proceeds with the Construction Phase of the Project, Proposers will be required to provide the GMP for the Project based upon the DSA-approved plans and specifications consistent with the Construction Services Agreement and in accordance with the provisions of AB 2316. As part of the District review of the GMP, the District will expect to have “open book” access to all subcontractor bids, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and LLB Entity fees. The LLB Entity shall also establish a subcontractor selection process in consultation with the District that meets the minimum requirements of AB 2316 for subcontractor solicitations. The GMP shall include all of LLB Entity's cost for labor, materials, equipment, overhead and profit, including, as applicable, Preconstruction Services Fees, General Conditions, Contractor Contingency, Errors and Omissions Allowance and District Contingency. The selected LLB Entity must provide the District with objectively verifiable information of its costs to perform all services required under the Construction Services Agreement. In the event the selected LLB Entity realizes a savings on any aspect of the Project, such savings shall be added to the District Contingency and expended consistent with the District Contingency. In addition, any portion of the District Contingency remaining at the end of the Project shall be returned to the District. The LLB Entity provide hourly rates for the following personnel categories:

**Pre-Construction and Construction**

**Hourly Rates**

- Project Director/Executive
- Field Superintendent
- Asst. Superintendent
- Construction Manager
- Document Controls Manager
- Project Manager
- Asst. Project Manager
- BIM Coordinator
- Scheduler
- On Site Project Administration
- Safety Compliance

10. **Insurance** (Limit: 1 Page, not including supporting documentation)

Although the District may determine that it will provide builder's risk or other owner-controlled insurance in connection with one or more of the Projects, each Proposer must demonstrate that it can maintain adequate insurance as required herein. Therefore, each proposal

must include a letter from the Proposer's insurance company indicating its ability to provide insurance coverage on behalf of Proposer in accordance with the following requirements:

- a. A.M. Best financial strength/size rating for insurer of no less than A:VII.
- b. Commercial General Liability Insurance at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001) in the amount of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage and Five Million Dollars (\$5,000,000) aggregate.
- c. Automobile Liability Insurance at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto) in the amount of Two Million Dollars (\$2,000,000) for bodily injury and property damage for each occurrence.
- d. Workers' Compensation Insurance for all of Proposer's employees in accordance with California law and Employer's Liability Insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- e. Builder's All-Risk Insurance, written on a non-reporting, completed value basis, providing coverage in an amount not less than the greater of (1) the full estimated replacement cost of the work or (2) the contract price for the applicable Project. Such all-risk policy must cover:
  - (1) Losses arising from causes that include, without limitation, fires, windstorms, lightening, explosions, theft, earth movement (including, but not limited to earthquake, landslide, and subsidence), collapse, and water damage;
  - (2) Costs associated with clean-up, demolition, repair or other correction of covered losses, including, without limitation, fees for necessary architectural, engineering, and other professional services; and
  - (3) All ensuing or consequential losses attributable to causes of loss excluded under the all-risk policy, including, without limitation, faulty design or workmanship.

Such all-risk policy must be endorsed for extended coverage, vandalism, malicious mischief, and theft, including theft of materials not then incorporated into the work. Any exclusion of losses attributable to faulty design or workmanship must not exceed the total costs the District would have incurred to repair or otherwise correct the fault if it had been discovered prior to the loss having occurred.

- f. Professional Liability Insurance: The respondent shall provide professional liability insurance in the amount of at least One Million Dollars (\$1,000,000) per claim.
- g. All insurance must be in a form and with insurance companies acceptable to the District.
- h. Insurance carriers must be qualified to do business in California and maintain an agent for service of process within the state.
- i. The policies shall contain an endorsement naming the District, its employees, consultants, and agents as additional insureds (except for the Workers' Compensation policy), providing that the policies cannot be cancelled or reduced, except on thirty (30) days' prior written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in the applicable agreement.
- j. The submission of a proposal shall be deemed a representation that the Proposer, if selected, can provide insurance in accordance with the foregoing requirements.
- k. Indicate current value of all work the respondent has under contract.
- l. Indicate current worker's compensation experience modification (EMR).

11. Litigation Information (Limit: 1 Page)

The proposal must include the litigation history of any claims filed by the firm or against the firm in the last five (5) years. The Proposer may describe mitigating facts as such information may be considered in determining the suitability of the Proposer to perform the needed LLB services.

12. Other Information (Limit: 1 Page)

Provide any other information that Proposer believes is necessary in response to this RFP.

13. Appendices (No Limit)

Proposers may include resumes of individuals who will work on the Project.

**8. SUBMITTAL REQUIREMENTS**

8.1 General

Proposers must submit proposals in the format identified in this section to allow the District to fully evaluate and compare the proposal. All requirements and questions in the

RFP must be addressed and all requested data shall be supplied. The District reserves the right to request additional information which, in the District's opinion is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

## 8.2 Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the Project approach and work plan should be forwarded as part of the Proposer. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

## 8.3 Format

Proposals shall adhere to this required format for organization and content. Proposal must be divided into the individual sections and organized as set forth in Section 7 above. Tabs should be provided for each of the sections listed above, with the exception of the Fiscal Stability information, which as describe above shall be submitted in a separate sealed envelope. The RFP shall not exceed \_\_\_ pages excluding front and back covers, tabs, appendices and supporting documentation. The proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

## 8.4 Date, Time and Place of Submission

The proposal must be received **no later than 11:00AM on April 18, 2017**, at the office of:

BONSALL UNIFIED SCHOOL DISTRICT  
31505 Old River Road  
Bonsall, CA 92003  
Attn: David Medcalf  
Director, Facilities Maintenance and Transportation

Submission of proposals by facsimile or e-mail is not acceptable. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Proposer. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Modifications of proposals received after the deadline specified in this section will not be considered. Incomplete submittals or incorrect information may be cause for immediate disqualification. However, the District reserves the right to request additional information or clarification during the evaluation process

8.5 Number of Copies

**One (1) unbound original, (1) electronic copy and five (5) copies of proposal** shall be submitted to the District contact person identified above.

8.6 Packet Submission

Proposals shall be submitted in sealed packages with the following information clearly marked on the outside of the package:

- a. Name of Proposer
- b. RFP Number
- c. Sealed Cost Estimate (in separate, sealed envelope)

**9. EVALUATION AND AWARD OF CONTRACT**

9.1 Responsiveness to RFP

All proposals shall be reviewed to verify that the Proposer has responded to the requirements of the RFP. Proposers are encouraged to follow the format of the RFP in order to facilitate District review.

9.2 Evaluation and Award of Contract.

1. The District intends to select a LLB Entity that provides the best value to the District by presenting the best combination of responsiveness, price and qualifications pursuant to Education Code section 17400 et seq. as amended by AB 2316 and in accordance with the best value criteria set forth below. A review and selection committee will review and evaluate all submittals received by the District, and undertake appropriate due diligence review of the experience and references provided. A Proposer may be requested to clarify the contents of its proposal by the District. Each proposal shall be evaluated according to the best value criteria listed below.

2. The best value determination shall be made as follows. All responsive proposals will be evaluated by the District evaluation committee and scored comparatively based on the other submissions. The committee will individually score each proposal, and then the individual scores will be added to establish the cumulative score for each proposal on a point basis for each of the following criteria:

Item	Description	Points Possible
1	Quality of the Proposal and Conformance to RFP format	1-05
2	Staffing Resources	1-10
3	Fiscal Stability	1-10
4	Experience and Technical Competence	1-15
5	Project Specific Experience include any experience at BUSD	1-20

6	Technical Competence	1-10
7	Proposed Method to Accomplish the Work	1-10
8	Pricing and Contingency	1-20

3. Up to three (3) LLB Entities with the highest scores as determined from the evaluation criteria above may be selected to participate in an interview. Following the interview, the three finalists will be ranked against the other proposers based on strength of the proposal response, interview and presentation. The highest ranked firm will then be selected as the best value LLB Entity for the Project. Individual firms will be ranked comparatively based upon their interview and presentation by the interview panel.

4. The District reserves the right to reject all proposals, select a LLB Entity by proposal review only, or interview Proposers as needed. The District shall not be required to interview each and every Proposer.

5. Upon selection of a LLB Entity as the best value for the Project, the District will endeavor to negotiate a mutually agreeable Lease-Leaseback Contract with that firm. In the event such parties are unable to reach agreement, the District, at its sole discretion, may proceed to negotiate with any other Proposer. The District reserves the right to contract for LLB services in the manner that most benefits the District, including, without limitation, awarding more than one contract if desired.

**10. GENERAL PROVISIONS**

10.1 Additional Services

The District may elect, at any time, to amend any contract awarded hereunder to require the selected firm to provide additional services. In this case, the selected firm and the District will agree mutually on the scope and fees associated with any additional services.

10.2 Addenda

The District may modify this RFP or any of its deadline dates set forth in Section 9 of the RFP prior to the date fixed for submission of proposals by issuance of an addendum to all firms who have submitted a Letter of Interest within the required Timelines.

10.3 Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Proposer.

10.4 Withdrawal of RFP

The Proposer may withdraw its RFP submitting a written or facsimile request signed by the Proposer's authorized representative, prior to the time and date specified for proposal submission to the following person and address:

**David Medcalf**  
**Director, Facilities Maintenance and Transportation**  
**31505 Old River Road**  
**Bonsall, CA 92003**  
**david.medcalf@bonsallusd.com**

Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

10.5 Reservations

The District reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

The District may reject any or all proposals and may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from compliance with the other provisions of this RFP.

10.6 Disposition of Proposals

Proposals become the property of the District and may be returned only at the District's option and at the Proposer's expense. Information, excluding Proposer's financial information, contained therein shall become public documents subject to the Public Records Act.

10.7 Exceptions to this RFP

The Proposer shall certify that the Proposer takes no exceptions to this RFP, including but not limited to the District's proposed form of LLB contract documents attached hereto as Exhibit "B"

10.8 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.

10.9 Subcontractors.

The successful LLB Entity will be required to provide the District's Governing Board with an enforceable commitment that it and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project in accordance with Education Code section 17407.5.

#### 10.10 Prevailing Wages.

LLB Entities are advised that the Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. District will obtain 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. These rates will be available to any interested party upon request. Alternatively, LLB Entities may obtain copies of such rates from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). Any Respondent to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, and otherwise comply with applicable provisions of state law.

The successful LLB Entity shall be responsible for complying with all applicable labor laws, including the standard provisions requiring payment of prevailing wages, maintenance and submission of weekly certified payrolls, and hiring of apprenticeship as appropriate. The successful LLB Entity shall be required to attend, and invite its contractors and subcontractors to attend, a pre-construction meeting at which a representative of the District shall discuss labor law requirements. The LLB Entity shall work with the District's staff and consultants to ensure the full compliance with all applicable labor law.

In addition, the LLB Entity shall, at all times, ensure that it and all of its subcontractors, regardless of tier, are appropriately registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. Contractor shall provide evidence of such registration information upon request of the District.

#### 10.11 Fingerprinting

The District anticipates that firm's employees or subcontractors may have contact with District students. If this is the case, the firm will be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1. Contractor's responsibility shall extend to all of its staff, consultants and subcontractors, regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent contractors of the firm. Verification of compliance with this section shall be provided in writing to the District prior to the firm permitting such individuals to come in contact with District pupils. Firm shall, at commencement of any agreement with the District and prior to permitting employees, consultants and subcontractors to come in contact with District pupils, provide to the District a list of the names of all such Individuals who may come in contact with District pupils during the terms of any agreement.

#### 10.12 Tobacco-Free and Drug-Free Workplace Policy.

The District and all District projects are "tobacco-free" and "drug-free" workplaces and, as such, require that all the consultants and/or contractors be subject to the requirements mandated by California Government Code section 8350, et seq. when on Project site.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The LLB Scope of Services for the Project (See also Exhibit A of the Construction Services Agreement) includes, but is not limited to, the following which shall be subject to negotiation and finalization in the final LLB Contract Documents:

#### **Design and Pre-Construction Services – Estimated duration is 6 months**

- Establish and maintain project management plan; coordinate information flow.
- Provide preliminary evaluation of Project and Project budget requirements.
- Create a master project schedule using the critical path method.
- Review design documents for constructability, scheduling, clarity, consistency, and coordination.
- Submit recommendations regarding the constructability.
- Verify constructability comments are incorporated into bid documents.
- Undertake value engineering analysis and submit recommendations to the District to maintain established project budget.
- Verify incorporation of value engineering comments in bid documents.
- Prepare a detailed estimate of Project construction costs to be updated periodically.
- Monitor design phase milestones schedule.
- Facilitate competitive bidding in master project schedule.
- Prepare and place bid invitation in coordination with District's staff and Legal Counsel.
- Coordinate all contract documents pertaining to the construction of the Project.
- Review Architect's contract document submissions and prepare cost model.
- Provide information for and prepare safety program.
- Provide recommendations for effective and efficient separation of the Project into separate work categories and bid packages, if CM delivery method is used.
- Provide recommendations for the purchase of certain materials and equipment for inclusion in the specifications for the Project bid documents.
- Review labor requirements for the Project and provide recommendations for appropriate quantities of laborers for each critical phase of the Project.
- Provide any and all other services required by law or regulation for this phase of the Project.
- Schedule and conduct conferences and meetings with trade contractors, architect, District, and/or other interested parties.
- Provide DVBE and other outreach services in accordance with District policy.

#### **Construction (Est. Duration 10 months) and Post-Construction (Est. Duration 1 month)**

- Maintain contact with potential bidders.
- Develop pre-bid procedures.
- Assist in preparation and placement of bid notices.
- Assist in solicitation and review of bids.

- Assist in preparation of construction contracts and ensure execution by successful bidders.
- Submit project documentation to agencies as required by state law, rules or regulations.
- Attend internal and public meetings as required.
- Coordinate the bidding and management of hazardous material work.
- Facilitate work coordination.
- Coordinate payment of construction trade contracts.
- Coordinate construction activities with DSA Inspector.
- Schedule and conduct conferences and meetings with trade contractors, architect, District, and/or other interest parties.
- Update master schedule monthly.
- Require and monitor satisfactory progress of trade contractors; recommend corrective action if such performance standard is not being met.
- Maintain documents on project site.
- Maintain Project Site in an orderly and waste free condition and in accordance with the law.
- Require installation and maintenance of noise reducing devices on construction equipment.
- Review each trade contractor's storm water pollution prevention plan and provide recommendations to the District.
- Review each trade contractor's safety program and assist in coordinating implementation of the programs.
- Review, monitor and reconcile construction costs.
- Maintain accounting records.
- Assist in obtaining all local government agency approvals, building and special permits.
- Prepare and implement a safety program for the Project.
- Prepare and implement a Stormwater Pollution Prevention Plan for the Project.
- Procure additional consultants at District's request.
- Transmit requests for information and submittals to Architect and coordinate disbursement of Architect responses to all applicable parties.
- Coordinate and assist Architect with deferred submittals to DSA.
- Process change orders and other approvals.
- Establish procedure for change orders.
- Assist the District in determining the lowest responsive/responsible bidder for equipment quotations.
- Arrange delivery, storage and protection of District purchased materials and equipment.
- Develop procedures for review and process progress and final payments for trade contractors.
- Monitor progress of Project and submit written progress reports monthly.
- Assist Architect and District in determining when Project is substantially complete and prepare a summary of status of work for each trade contractor.
- Coordinate final inspection of work.
- Coordinate with utility companies to ensure proper service.
- Collect and submit to District operations and maintenance data for equipment, record drawings for projects, warranties and bonds for equipment, keys, tools, list of

construction trade contractors, vendors and other providers of services on the Project, and guaranties and warranties from all trade contractors.

- Assist District in obtaining occupancy permit.
- Assist District with any warranty problems or claims.
- Assist District with obtaining final DSA closeout and certification.
- Assist in transfer as-built drawings to Architect of Record for the preparation of record drawings.
- Any other services required to be provided under applicable state laws, rules and/or regulations.

**EXHIBIT "B"**

**[SAMPLE LLB CONTRACT  
DOCUMENTS TO BE INSERTED HERE]**

**[SEE ATTACHMENT]**