

**MODESTO CITY SCHOOLS  
REQUEST FOR QUALIFICATIONS AND PROPOSALS  
LEASE-LEASEBACK CONSTRUCTION SERVICES  
RFQ/P #19-4724**

Modesto City Schools ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide design, constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the Bret Harte 50s Wing Fire Reconstruction Project ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.

The Request for Qualifications and Proposals ("RFQ/P"), which includes instructions for its completion, is enclosed for your consideration. Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFQ/P Packet"). Respondents must mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on CD/DVD or USB flash-drive of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

MODESTO CITY SCHOOLS  
ATTN: Angela Zeoli, Director I, Purchasing  
426 Locust Street  
Modesto, CA 35351  
RE: RFQ/P #19-4724

**ALL RESPONSES ARE DUE BY 3:00 P.M. ON THURSDAY, JANUARY 23, 2020 .** Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and will be returned unopened.

A mandatory information meeting will be conducted on **MONDAY, JANUARY 6, 2020, at 10:00 A.M.** The meeting will be held at Bret Harte Elementary School, 909 Glenn Avenue, Modesto, CA 95358.

Questions regarding this RFQ/P may be directed to **Angela Zeoli at MCSBids@mcs4kids.com**, and must be submitted in writing on or by **3:00 P.M. ON THURSDAY, JANUARY 9, 2020.**

All Respondents must have already been prequalified by the District in accordance with Public Contract Code, § 20111.6. First tier electrical, mechanical and plumbing subcontractors are required by Public Contract Code, §20111.6 and must be prequalified prior to when subcontractor bids are submitted. Contractors of all tiers must be currently registered and qualified to perform public work pursuant to Labor Code, § 1725.5.

Contractors should register through the District's prequalification process utilizing PQBids at: <https://pqbids.com/modesto/>

The District reserves the right to change the dates on the schedule without prior notice.

**RFQ/P SCHEDULE SUMMARY**

<b>DATE</b>	<b>ACTION ITEM</b>
<b>December 16, 2019</b>	Release and advertisement of RFQ/P #19-4724.
<b>Monday, January 6, 2020 at 10:00 A.M.</b>	Mandatory Informational Meeting at Bret Harte Elementary – 909 Glenn Ave., Modesto 95358.
<b>Thursday, January 9, 2020 at 3:00 P.M.</b>	Last day to receive written questions/requests for information/clarification from Respondents.
<b>Thursday, January 16, 2020</b>	Last day for District to issue addenda to answer questions/clarifications.
<b>Thursday, January 23, 2020 at 3:00 P.M.</b>	Deadline for submissions in response to RFQ/P #19-4724.
<b>Week of January 27, 2020</b>	Release of shortlist qualified Respondents and interview notifications.
<b>Week of February 3, 2020</b>	Interviews of qualified Respondents.
<b>February 24, 2020</b>	Recommendation of award to Governing Board.
<b>February 25, 2020</b>	Notice to selected developer.

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# MODESTO CITY SCHOOLS

## REQUEST FOR QUALIFICATIONS AND PROPOSALS LEASE-LEASEBACK CONSTRUCTION SERVICES

### **I. INTRODUCTION**

Modesto City Schools ("District") operates under a common board of education and administration (being both a public elementary school district and a public high school district) comprised of 22 elementary schools serving students in kindergarten through sixth grade, four junior high schools serving students in seventh and eighth grade, and seven comprehensive high schools serving students in ninth through twelfth grade.

This Request for Qualifications and Proposals ("RFQ/P") defines the services sought from Respondents and generally outlines the Project requirements. Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFQ/P Packet").

### **II. PROJECT DESCRIPTION AND SCOPE OF SERVICES**

#### **A. General**

The purpose of this RFQ/P is to assemble a pool of qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide design, constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the Bret Harte 50s Wing Fire Reconstruction Project ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq. Selected developer shall have experience with the construction of public school facilities and in working with the Office of Public School Construction ("OPSC"), the Division of the State Architect ("DSA"), and Title 24 of the California Code of Regulations.

To submit a proposal, Respondents must be properly licensed by the California Contractors State License Board and registered with the Department of Industrial Relations ("DIR") as required by law. Only Respondents who have been prequalified by the District in accordance with Public Contract Code section 20111.6 are eligible to respond to this RFQ/P. The selected developer will be required to comply with the Labor Code prevailing wage requirements and the District's bonding and insurance requirements. The selected developer shall be required to work cooperatively with District staff, the Governing Board, all other technical consultants, the architect, the project inspector, and any program and/or construction manager, if any, retained by the District for the Project, citizens' oversight committee, other District committees, and the community to facility timely and professional completion of the Project.

The Project is further defined in the attached **APPENDIX A**, along with the District's construction budget and schedule for the Project. Respondents' Proposal shall include Respondent's proposed fees to perform the Project, including the proposed fees to perform preconstruction services or any other work related to the Project, as requested by the District. Each Respondent must submit a budget for each scope of work as well as an overall cost if the Respondent is given all of the work.

The District intends to select one Respondent that best meet the District's needs to perform the Project. The criteria on which the District makes its determination will be based on the District's adopted best value methodology and criteria provided in this RFQ/P.

**B. Scope of Work**

Although the final scope of work will be negotiated in the executed Agreement (defined below at subparagraph G), the selected developer shall be responsible for performing the following scope of work, at a minimum:

Preconstruction Services:

1. Review design and support documentation for content, constructability, completeness, scheduling, clarity, consistency, and coordination.
2. Undertake value-engineering analysis and prepare reports with recommendations to District and Architect of Record to maintain established program budget and specifications.
3. Provide detailed cost estimates.
4. Expedite design reviews, including modifications, if any, based on value analysis.
5. Provide a proposed Guaranteed Maximum Price ("GMP") for the construction of the project with identified subcontractor bids and self-performed work.

Construction Services:

1. Construction of the Project.
2. Coordination of record drawings and specifications.
3. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
4. Obtaining occupancy permits and coordinating testing, documentation, and governmental inspections and approvals.
5. Preparation of accounting and closeout reports and occupancy plan reports.
6. Other responsibilities as necessary for the completion of the program.

**C. Lease-Leaseback Structure**

The Project will be funded from various sources, and any agreement reached will conform to the statutory framework for the lease-leaseback delivery method pursuant to Education Code section 17406, et seq. Financing for a portion of the construction of the Project will be included in the Agreement (defined below at subparagraph G). During construction, the District shall pay tenant improvement payments. Once the Project is complete, the developer shall lease the completed facilities back to the District for a pre-determined monthly lease payment amount. However, the District intends that the lease will include an early termination payment option for the District.

**D. District Project Management Description**

District's Governing Board will be responsible for making final decisions, but the Superintendent will be responsible for day-to-day decisions and may designate a project manager who will be the primary point of contact between the selected developer and the District.

**E. Prequalification of Designated Subcontractors**

If used, contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses (collectively, "MEP subcontractors") shall be prequalified by the District via PQBids (<https://pqbids.com/modesto/>) to perform construction work as a first tier subcontractor on the Project pursuant to Public Contract Code section 20111.6.

**F. Registration of Respondent and All Tiers of Subcontractors**

The selected developer(s) shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of registration with the Department of Industrial Relations required of the developer or subcontractor has been provided to and accepted by the District.

**G. Form of Agreement**

Selected developer must be able to execute the District's standard form of Site Lease and Facilities Lease, ("Agreement") attached to this RFQ/P as **APPENDIX B**. After the plans and specifications have been approved by DSA, the Facilities Lease will be amended to include the agreed upon Guaranteed Maximum Price.

**H. Indemnity**

Respondents responding to this RFQ/P must acknowledge that they have reviewed the District's indemnity provision set forth in the Facilities Lease (in **APPENDIX B**) and must agree to the indemnity provision and confirm in writing that, if given the opportunity to contract with the District, the Respondent has no substantive objections to the use of the District's standard indemnity provision.

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**I. Insurance**

The District requires at least the following insurance coverage:

Commercial General Liability	Combined Single Limit	\$4,000,000
	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$4,000,000
Automobile Liability – Any Auto	Combined Single Limit	\$4,000,000
Workers’ Compensation		Statutory limits pursuant to State law
Employer’s Liability		\$4,000,000
Builder’s Risk		Replacement Cost
Pollution Liability		\$1,000,000 per claim; \$2,000,000 aggregate

Selected developer shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days’ written notice to District prior to modification and/or cancellation. For Commercial General Liability and Automobile Liability, District shall be named as an additional insured on all policies. Builder’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Selected developer shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of insurance required of the developer or subcontractor has been provided to and accepted by the District.

**III. FULL OPPORTUNITY**

The District hereby affirmatively ensures that all Respondents, including without limitation Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprise (“SLBE”), Small Emerging Local Business Enterprise (“SELBE”) and Disabled Veterans Business Enterprise (“DVBE”) firms, shall be afforded full opportunity to submit qualifications in response to this RFQ/P and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise by subjected to discrimination in any consideration leading to the award.

**IV. LIMITATIONS**

This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning selection of the developer will be made in the best interests of the District. The awarding of the contract pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet.

#### **V. RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

#### **VI. MANDATORY INFORMATIONAL MEETING**

Each Respondent must attend the mandatory informational meeting, to be conducted on **MONDAY, JANUARY 6, 2020, at 10:00 A.M.** The meeting will be held at Bret Harte Elementary School, 909 Glenn Avenue, Modesto, CA 95358. At this mandatory meeting, District representatives will distribute information and materials to further describe the Project, the scope of work, and walk the proposed Project site. Respondents shall consider and address the materials and information distributed at the meeting in their RFQ/P Packets. Respondents that fail to attend the mandatory informational meeting, in its entirety, shall be ineligible for responding to this RFQ/P.

#### **VII. SUBMITTAL FORMAT**

##### **A. Format**

Material must be in 8½ x 11 inch format with font no less than 11 point font size. The RFQ/P Packets shall include divider tabs labeled with boldface headers below (e.g. the first tab would be entitled "Executive Summary," the second tab would be entitled "Table of Contents," etc.). Five (5) bound copies, one (1) unbound copy, and one (1) electronic copy of the RFQ/P Packet shall be submitted. Each submittal shall not contain more than thirty (30) single-sided pages or fifteen (15) double-sided pages, excluding front and back covers and tabs. Submittals containing more than the authorized number of pages will not be considered.

The unbound copy, marked "Copy for Reproduction," shall be formatted as follows:

- No divider sheets or tab
- Text printed on one side only (i.e., no back-to-back pages)
- Pages with proprietary information removed
- A cover sheet listing the firm's name, the total number of pages, and identification of those pages that were removed due to proprietary information

**B. General Overview**

Each RFQ/P Packet shall include a description of the type, technical experience, backgrounds, qualifications and expertise of the Respondent. 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 developer for the Project. Submittals shall describe in detail the Respondent's methods and plan for carrying out the Project. Included in this information must be a detailed description of construction scheduling, staging, and logistics based on timelines and information provided by the District in this RFQ/P and the mandatory informational meeting. Describe the Respondent's approach to the Project, including any creative methodology and/or technology that the Respondent uses or unique resources that the Respondent can offer to the District and Project.

**C. Contents**

Respondents shall comply with the following requirements for its RFQ/P Packet:

1. **TAB 1 – Executive Summary** (maximum 1 page)

This should be an overview of the entire RFQ/P Packet with a description of the general approach and/or methodology the Respondent will use to meet the goals and fulfill the general functions as set forth in this RFQ/P.

2. **TAB 2 – Table of Contents**

This should be a complete and clear listing of the headings and pages to allow easy reference to key information.

3. **TAB 3 – Cover Letter Identifying Respondent** (maximum 1 page)

This should be a letter of introduction signed by an authorized officer of the Respondent. If the Respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall also include:

- Respondent's name.
- Address, include any branch office address and point of contact.
- Telephone number.
- Facsimile number.
- E-Mail address.
- Identify team.



g) Clearly identify the individual(s) who are authorized to speak for the Respondent during the evaluation process.

h) And, the following statement:

"[RESPONDENT'S NAME] received a copy of the District's Site Lease and Facilities Lease ("Agreement") attached as **APPENDIX B** to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions in **APPENDIX B** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

i) Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

#### 4. **TAB 4 - Respondent Information**

a) A brief history of the Respondent. Please include any former names of the Respondent and the number of years the Respondent has participated in construction as a general contractor under each name.

b) Organizational chart of the Respondent. This shall include the names of all key personnel and sub-consultants with their titles and specific task assignments for the Project. The District's evaluation will consider the entire team. Therefore, no changes in the Respondent's composition will be allowed without prior written approval by the District.

c) A description of the Respondent and its organizational structure. Resumes of personnel to be involved with the Project should be included, including their school construction experience. Upon engagement, any change in personnel must be approved by the District. Respondent shall be responsible for any additional costs incurred by a change in personnel.

d) Provide description of Respondent's technical competence, including a description of in-house resources (e.g. computer capabilities, software applications, modeling programs, etc.), and Respondent's ability to draw upon multi-disciplinary staff to address the services required under the RFQ/P.

e) Identify up to three (3) persons who will be primarily responsible for working with the District and their respective roles and responsibilities, including Superintendent and Foreman. If Respondent is selected for an interview, the identified individuals must attend the interview and any required in-person presentations.

f) Provide the volume of construction in dollars for each of the past three (3) years.

g) Provide a statement regarding the Respondent's availability and resources.

- h) Provide a statement on financial resources, bonding capacity and insurance coverage.
- i) Provide a claims statement *for all resolved or ongoing claims*: Submit a statement indicating any and all suits or claims in which the Respondent or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years, and indicating any and all claims in which claims and/or litigation have been pursued against the Respondent or its personnel. For each listed claim and/or litigation: state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

Respondent's claims statement **must** include resolved *and* ongoing claims. Respondent's claims statement **must** include claims history for Respondent *and* its personnel, as well as Associated Firms.

"Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with Respondent and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer).

- j) Contractor license number and whether license has been revoked or suspended in the last five (5) years. Respondent must hold a General Building Contractor License (B License), which is current, valid and in good standing with the Contractor's State License Board. Provide the following for each license:
  - i. Exact name of license holder on file
  - ii. License Classification
  - iii. License Number
  - iv. Date Issued
  - v. Expiration Date
  - vi. Whether license has been suspended or revoked in the past five (5) years. If so, explain.
  - vii. Provide the same information for all subconsultants and subcontractors.
- k) Provide signatory status.
- l) Location of nearest local office and main office, if different.
- m) Certificate(s) of Insurance identifying the firm's current insurance coverages.
- n) Provide Non-Collusion Declaration (**APPENDIX C-1**).
- o) Provide Iran Contracting Act Certification (**APPENDIX C-2**).

## 5. **TAB 5 – Methods and Strategic Plan**

Detailed description of Respondent's methods and plan for carrying out the Project, including:

- a) The technical and managerial approach to the Respondent's partnership with the District. Take into account the District's goals for the Project and the general functions required. Respondent may identify additional necessary tasks and discuss these in its proposed method to accomplish the work.
- b) How Respondent plans to incorporate skilled and trained workforce into the Project.
- c) How Respondent plans to incorporate local subcontracting teams into the Project.
- d) How Respondent plans to incorporate construction means and methods into the Project.
- e) Proposed cost for completing preconstruction services for the Project for which the Proposal is being submitted.
- f) Detailed discussion of costs related to fees, general conditions, insurance, supervision, and management of the construction portion of the scope of work.

Emphasis will be given to the methods and strategic plan as they relate to preconstruction services and how the preconstruction services will transition into the construction services.

#### **6. TAB 6 – Prior Relevant Experience**

Description of the Respondent's experience with respect to the areas of public schools or similar construction over the past five (5) years. Specifically, please provide a list of all projects the Respondent has been involved with for the past five (5) years where the total project contracts exceeded five million dollars (\$5,000,000) per project. Within that list:

- a) Identify the method (e.g. lease-leaseback, bid-build, etc.) by which each project was constructed. For lease-leaseback projects, include the total cost of each project and a breakdown of the total cost by pre-construction services and construction services.
- b) Include a discussion of Respondent's experience with working with the DSA on public school projects.

For the projects listed, above, be sure to also include the following information:

- 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 Respondent's team members, subcontractors and consultants;
- g) Relationship with owner/client;
- h) References: Provide a contact name, telephone number and email address for the owners and indicate which key personnel of Respondent worked on each project; and
- i) Discussion of claims, demands, and/or litigation arising from the project and involving the Respondent, and resolution of the same.
- j) Include examples of other similar project assignments on the part of the Respondent.

List projects Respondent has successfully completed that had some or all of the following obstacles, including the creative solutions from the Respondent on how these obstacles were overcome:

- a) A very aggressive schedule.
- b) Significant budgetary restrictions.
- c) Be prepared to expand upon what you did to accommodate:
  - i. The complexity of the project;
  - ii. The needs of the clients;
  - iii. Minimizing inconvenience; and
  - iv. Maximizing safety

#### **7. TAB 7 – Contracting History**

If any of the following have occurred, please describe in detail the circumstances of each occurrence:

- 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.
- f) Conviction of the Respondent or its principals for violating any state or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of 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 fraudulent statement in connection with a contract.
- i) Willful disregard for applicable rules, laws, or regulations.
- j) Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Respondent to perform the needed services. Accordingly, Respondent may describe mitigating factors as part of description of any of the above.

#### 8. **TAB 8 – Pricing and Contingency**

If preconstruction services are included in the Proposal, then the pricing will be evaluated based on the: (1) preconstruction services cost or method of calculation; (2) Respondent's fee, which includes profit and overhead; (3) general conditions cost; (4) additional mark-up on subcontractor prices, including bonds and insurance; (5) District contingency to be applied to scope gaps or errors and omissions in District's plans and specifications; and (6) allowances, if any.

After the Agreement is awarded, and DSA approves the plans and specifications, the selected developer will be required to provide a Guaranteed Maximum Price ("GMP") for the Project. As part of the District review of the GMP, the District will expect to have access to all subcontractor bids, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and Respondent's fees. The GMP shall include all of Respondent's cost for labor, materials, equipment, overhead and profit, general condition costs, District contingency, and allowances, if any. In the event the selected developer 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 contingency and/or allowance remaining after completion of the Project shall be returned to the District. The Facilities Lease will be amended to include the agreed upon GMP, if the District proceeds with the construction phase of the Project.

#### 9. **TAB 9 – Insurance**

Each Respondent must demonstrate that it can maintain adequate insurance as required herein. Therefore, each RFQ/P Packet must include a letter from the Respondent's insurance company indicating its ability to provide insurance coverage on behalf of Respondent in accordance with the insurance requirements in **APPENDIX B**.

#### 10. **TAB 10 – Assurances**

The Respondent must acknowledge each of the following items and confirm that it will be willing and able to perform these items:

- **Preconstruction Services:** Respondent shall provide services that relate to the organization and development of the Project prior to the start of construction including the following:
  - a) **Site Evaluation:** Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, Respondent may make recommendations

relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.

- b) **Plan Review:** Provide plan review and constructability services with an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget.
  - c) **Design Team Meetings:** Attend meetings at the Project site with the architect of record and the design team as needed.
  - d) **Value Engineering:** Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.
  - e) **Detailed Construction CPM Schedule:** Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.
  - f) **Preliminary and Detailed Estimates:** Provide preliminary construction estimates using like-kind construction costs. Upon receipt of the Project plans and specifications, provide detailed construction estimates showing the values of all major components of the Project.
  - g) **Construction Planning:** Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.
  - h) **Other services:** Any other services that are reasonable and necessary to control the budget and schedule. List those areas where subconsultants will be required and where the Respondent has in-house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.
- **Construction Services:**
    - a) **Project Accounting and Management Systems:** In coordination with District staff, develop the Project accounting and budget management systems. A process of up-to-date costs management will be necessary. During construction, monthly reporting will be required.
    - b) **General Conditions:** List what is included in the Respondent's general conditions (including full-time and part-time personnel) and a monthly value of the general conditions. Indicate what would be included as a cost of work versus a line item in the general conditions.
    - c) **Management of Project:** Administer and coordinate on a daily basis the work of all trade contractors the successful Respondent hires to work on the Project. Enforce strict performance, scheduling, and notice requirements. Document the progress and costs of the Project. Report proactively on potential schedule impacts. Recommend potential solutions to schedule problems.
    - d) **Trade Contractors:** Pursuant to Public Contract Code section 20111.6, each prospective MEP Contractor holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses shall be prequalified by the District to perform construction work as a first tier subcontractor on the Project.

11. **TAB 11** – Comments to Form of Agreement

Respondents must thoroughly review the Agreement attached to this RFQ/P as **Appendix B** and confirm in writing that, if given the opportunity to contract with the District, Respondent has no substantive objections to the use of the District’s standard agreement. Respondent must also identify any term or condition of the Agreement that Respondent requests modifying, deleting, or adding. Respondents must set forth a clear explanation of what modification would be sought and specific alternate language. ***If selected, Respondent will be precluded from negotiating changes that have not been identified in its RFQ/P Packet.*** The District will review, but is not obligated to accept, any proposed changes.

**VIII. SELECTION CRITERIA**

**A. Best Value Evaluation**

The RFQ/P Packets will be evaluated based on the District’s adopted criteria and rating system to determine the qualified Respondent(s) providing the best value to the District for all candidates that meet the pass / fail criteria listed below (i.e., receive a PASS).

<b>CRITERIA ITEM</b>	<b>DESCRIPTION</b>	<b>MAXIMUM POINTS</b>
<b>Conflict of Interest</b>	Is there a conflict of interest?	PASS / FAIL
<b>Safety</b>	Safety record	PASS / FAIL
<b>Form of Agreement</b>	Proposed changes to District Form of Agreement	PASS / FAIL
<b>Price Points</b>	Price and Price Points Awarded (i.e., fees, general conditions, contingency, interest proposed on lease payments)	60 points
<b>Experience</b>	Previous lease-leaseback experience	55 points
<b>Technical Expertise</b>	Technical Expertise and relevant experience with like-Projects	30 points
<b>Schedule</b>	Project Schedule	30 points
<b>Staffing</b>	Management and Staffing Approach, including skilled and trained workforce	25 points
<b>Subcontractors</b>	Workforce and available skilled and qualified subcontractors	25 points
<b>Financial Strength</b>	Cash, working capital, line of credit	10 points
<b>Claims/Litigation</b>	Acceptable history of claims and litigation	10 points
<b>Bond Capacity</b>	Available bond capacity	5 points
<b>TOTAL: MAXIMUM 250 POINTS</b>		

Based on these criteria and rating system, District staff assigns points to each proposer and calculates the percentage of points assigned for each criterion and for the total maximum points. The higher the percentage point, the higher the proposer is ranked, and the more it reflects the better combination of price and qualifications for the Project.

**B. District Investigations**

The District may perform investigations of proposing parties that extend beyond contacting the references identified in the proposals.

**C. Selection of Finalists**

RFQ/P Packets shall be evaluated and the Project awarded in the following manner:

1. All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in RFQ/P.

2. District shall evaluate the qualifications of the Respondents based solely upon the adopted criteria and evaluation methodology, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the District.

3. The District's Governing Board shall award the Project to the responsive proposer whose proposal is determined, in writing by the Governing Board, to be the best value to the District.

4. If the selected developer refuses or fails to execute the tendered proposed contract, the Governing Board may award the contract to the proposer with the second highest best value score if it deems it to be for the best interest of the District. If the second selected developer refuses or fails to execute the tendered instrument, the Governing Board may award the instrument to the proposer with the third highest best value score if it deems it to be for the best interest of the District.

5. Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.

**D. Interviews**

Some of the finalists who elect to pursue the work with the District may be invited to meet with a District selection committee. If a firm is requested to come for an interview, the key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the proposal, the firm's history, and other matters the committee deems relevant to firm evaluation. The interview will start with an opportunity for the firm to present its proposal and its Project team. The finalists may be required to submit in advance of the interview a more detailed fee proposal. If requested, this fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work.

Any comments or objections to the form of Agreement attached hereto as **APPENDIX B** to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District.



## **E. Final Determination and Award**

It is expected that the selection committee will make recommendations to District staff regarding the candidates and awarding the contract.

The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein and/or in an agreement offered to the entity, to reject any proposal as non-responsive, and/or not to contract with any firm for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.

The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

## **IX. SUBMISSION GUIDELINES**

Respondents to this RFQ/P should mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on CD/DVD or USB flash-drive of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

MODESTO CITY SCHOOLS  
ATTN: Angela Zeoli, Director I, Purchasing  
426 Locust Street  
Modesto, CA 95351  
RE: RFQ/P #19-4724

**ALL RESPONSES ARE DUE BY 3:00 P.M., ON THURSDAY, JANUARY 23, 2020.** Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and will be returned unopened.

Each submittal must conform and be responsive to the requirements set forth in this RFQ/P. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents. The District retains the sole discretion to determine issues of compliance and to determine whether a program management respondent is responsive, responsible, and qualified.

**WE THANK YOU FOR YOUR INTEREST IN THE DISTRICT'S PROJECT.**

**APPENDIX A**  
**Project Description**

Project Name: Bret Harte 50s Wing Fire Reconstruction Project

Description: Construction of an 8,845 square foot classroom building.

Construction Cost Estimate: \$4.6 million

Architect: Timothy P. Huff & Associates

**APPENDIX B**  
**Form of Site Lease and Facilities Lease**

See Attached:

- Site Lease
- Facilities Lease
- Contract Documents

**APPENDIX C-1**

**NON-COLLUSION DECLARATION  
(Public Contract Code Section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing  
[Title] [Name of Firm]  
bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposal or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_,  
[Date]

at \_\_\_\_\_, \_\_\_\_\_.  
[City] [State]

Date: \_\_\_\_\_

Name of Bidder/Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Signor's Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**APPENDIX C-2**

**IRAN CONTRACTING ACT CERTIFICATION  
(Public Contract Code Sections 2202-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
  
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT