

HUNTINGTON BEACH CITY SCHOOL DISTRICT

**17011 Beach Boulevard, Suite 530
Huntington Beach, CA 92647
(714) 964-8888**

**FORMER KETTLER ELEMENTARY SCHOOL SITE
CAPITAL IMPROVEMENT PROJECTS**

**DISTRICT EDUCATION CENTER RENOVATION PROJECT
AND
MAINTENANCE DEPARTMENT RELOCATION PROJECT**

**LEASE-LEASEBACK SERVICES
REQUEST FOR PROPOSALS**

RFP Issued: August 11, 2017

Mandatory Pre-Submittal Conference: Tuesday, August 22, 2017 @ 1:00 p.m.
Responses Due Date: Friday, September 1, 2017 @ 2:00 p.m.

INTRODUCTION

The Huntington Beach City School District (“District”) is issuing this Request for Proposals (“RFP”) requesting proposals from experienced lease-leaseback (“LLB”) entities (individually, “Proposal” and, collectively, “Proposals”) that have been prequalified by the District in accordance with Education Code section 17406(a)(2)(C), Public Contract Code section 20111.6, and BP 3310, and are qualified to provide the District with preliminary and/or construction services pursuant to the LLB provisions of Education Code section 17406 and BP/AR 3311.5 for the following projects (collectively, “Projects”):

- District Education Center Renovation Project (“Project #1”), located at the former Kettler Elementary School site (“Project Site”), 8750 Dorsett Drive, Huntington Beach, CA 92646; and
- Maintenance Department Relocation Project (“Project #2”), located at former Kettler Elementary School site, 8750 Dorsett Drive, Huntington Beach, CA 92646.

The Project Site consists of approximately four and eight tenths (4.8) acres and was continuously used as an elementary school from 1973 until 2005, when it was closed due to declining enrollment.

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

The scope of work for Project #1 will consist of a Construction Services Phase, and the scope of work for Project #2 will consist of a Preliminary Plan Phase and Working Drawing Phase, as well as a Construction Plan Phase (“Scope of Work”). This RFP describes the Projects, the Scope of Work, the selection process, and the minimum information that must be included in the responses to this RFP.

Under the authority of Education Code section 17406, the District intends to lease two portions of the Project Site (one portion for Project #1 and one portion for Project #2) to a single successful LLB entity for the construction of certain tenant improvements that are part of the Scope of Work (individually, “Site Lease” and, collectively, “Site Leases”). Pursuant to the Site Lease for Project #2, the LLB entity will also perform Preliminary Services, including, but not limited to, certain basic services (“Basic Services”), as well as those services described hereafter as part of the Preliminary Plan Phase and the Working Drawing Phase (collectively, “Preliminary Services”). Concurrently with the execution of the Site Leases, the District will enter into construction services (“Construction Services”) agreements with the LLB entity, whereby the LLB entity will develop and cause the construction of the Projects on the Project Site (individually, “Construction Services Agreement” and, collectively, “Construction Services Agreements”). The LLB entity will lease the two portions of the Project Site back to the District, and the District will be required to make payments to the LLB entity for the use and occupancy thereof (individually, “Sublease” and, collectively, “Subleases”). The District will enter into the Site Leases, Construction Services Agreements, and Subleases with the LLB entity based upon a

finding that its Proposal provides the best value to the District and that it is in the best interest of the District to do so.

The District will issue a notice to proceed with Construction Services (“Construction Services Notice to Proceed”) for Project # 1, consistent with the Construction Services Agreement for Project #1.

The District will also issue a notice to proceed with Preliminary Services for Project #2, consistent with the Site Lease for Project #2. The District will subsequently issue a Construction Services Notice to Proceed for Project #2, consistent with the Construction Services Agreement for Project #2.

The plans and specifications for each Project require approval by the Division of the State Architect ("DSA"). The District has retained SVA Architects, Inc. as its architect ("Architect") to prepare the design for each Project.

Project #1 was approved by the DSA on May 16, 2017 under DSA Application Number 04-114874. Project #2 has yet to be designed and submitted to the DSA.

CRITICAL DATES

Mandatory Pre-Submittal Conference

A mandatory pre-submittal conference (“Pre-Submittal Conference”) will be held on **Tuesday, August 22, 2017, at 1:00 p.m.**, to begin at the former Kettler Elementary School site, located at 8750 Dorsett Drive, Huntington Beach, California 92646. **NOTE:** At the Pre-Submittal Conference, District representatives will distribute information and materials to further describe the Projects and the Scope of Work. **Any LLB entity that fails to attend the entire Pre-Submittal Conference shall be ineligible to respond to this RFP.** To obtain the documents for the Projects, please contact Jon Archibald, Assistant Superintendent, Administrative Services at (714) 964-8888, or email your requests to jarchibald@hbcasd.us. Any proposed changes to these documents must be clearly identified and described in each LLB entity’s Proposal. LLB entities shall consider and address the materials and information distributed at the Pre-Submittal Conference in their responses to this RFP.

Submittal Due Date

Responses to this RFP shall be submitted no later than **Friday, September 1, 2017, at 2:00 p.m.** at the District Office, 17011 Beach Blvd., Suite 530, Huntington Beach, CA 92647, Attention: Jon M. Archibald, Assistant Superintendent, Administrative Services.

DESCRIPTION OF PROJECTS

The following is a projection of tentative milestone dates applicable to both Projects:

DATE	MILESTONE
Tuesday, August 22, 2017, 1:00 p.m.	Mandatory Pre-Submittal Conference.
Tuesday, August 29, 2017, 12:00 p.m.	Deadline for LLB entities to submit questions and requests for information.
Friday, September 1, 2017, 2:00 p.m.	RFP responses due.
Tuesday, September 5, 2017	District completes evaluation of responses to RFP and qualifications of LLB entities pursuant to Submittal Evaluation Criteria and Methodology section of this RFP, below, and in keeping with BP/AR 3311.5.
Wednesday, September 6, 2017	District may interview most qualified LLB entities as part of evaluation process to assist in selection of LLB entity providing best value to District.
Thursday, September 7, 2017	District selects LLB entity for recommendation to District Board of Trustees (“Board”) based on determination that selected LLB entity will provide best value to District.
Tuesday, September 12, 2017	Board awards, in writing, LLB contracts to LLB entity whose proposal is determined to be of best value to District; makes public announcement to that effect, including statement regarding basis of award; and approves form of Site Leases, Construction Services Agreements, and Subleases

Project #1

Project #1 involves the renovation of facilities that will ultimately house the District Education Center. The scope of Project #1 consists of:

- Demolition of existing exterior parking lot, sidewalks, landscaped areas, and driveway;
- Complete interior demolition of indicated walls, casework, ceilings, plumbing and electrical fixtures, and finishes;
- Protection and renovation of selected existing restrooms;
- Removal of existing mechanical units on roof, canopies, and selected roofing areas;
- Exterior improvements to include new parking lot, sidewalks, and landscaping.
- Interior improvements to include new walls, ceilings, casework, movable partition, restrooms, glass walls, fire sprinklers in limited area, and new mechanical, electrical, and plumbing fixtures.
- Roofing repairs and fall protection.
- Structural improvements.
- Erosion control and storm water pollution prevention, including maintenance of systems during construction;
- Installation and maintenance of temporary facilities, including fencing and toilets; and
- All components necessary for construction safety.

The following is a projection of tentative milestone dates for Project #1:

DATE	MILESTONE
Monday, October 2, 2017	Construction Services commencement date.
Monday, July 2, 2018	Substantial completion of Project.
Monday, July 2, 2018	Sublease commencement date.
Wednesday, January 2, 2019	Sublease expiration date.

Project #2

Project #2 involves the relocation of the District Maintenance Department. The scope of Project #2 consists of:

- Addition of maintenance shops and storage;

- Erosion control and storm water pollution prevention, including maintenance of systems during construction;
- Installation and maintenance of temporary facilities, including fencing and toilets; and
- All components necessary for construction safety.

The following is a projection of tentative milestone dates for Project #2:

DATE	MILESTONE
Monday, October 2, 2017	Preliminary Services commencement date.
Monday, April 30, 2018	Preliminary Services completion date.
Monday, April 30, 2018	Estimated DSA approval.
Friday, May 25, 2018	Final guaranteed maximum price (“GMP”) deadline for Construction Services.
Tuesday, June 5, 2018	Board approves amendment to Construction Services Agreement establishing final GMP.
Monday, July 9, 2018	Construction Services commencement date.
Monday, November 5, 2018	Substantial completion of Project.
Monday, November 5, 2018	Sublease commencement date.
Monday, May 6, 2019	Sublease expiration date.

PRELIMINARY SERVICES

The successful LLB entity shall perform Preliminary Services for Project #2 pursuant to the Site Lease for Project #2. In no event shall the Preliminary Services to be provided by the LLB entity include any work for which a contractor is required to be licensed and for which DSA approval is required. Preliminary Services shall be limited to providing advice, including, but not limited to, scheduling, pricing, and phasing to assist the District in designing more constructible Projects.

CONSTRUCTION SERVICES AGREEMENTS

The successful LLB entity will act as a General Contractor pursuant to the Construction Services Agreements, Site Leases, and Subleases, and may contract with separate specialty contractors to perform the various trades comprising the entire Scope of Work. The LLB entity shall work under the direction of District staff.

SUBCONTRACTORS

If specified below, per Education Code section 17406(a)(4)(A), each response to this RFP shall identify the following specific types of subcontractors: N/A. These subcontractors will be afforded the protections of the Subletting and Subcontracting Fair Practices Act. MEP subcontractors, including the above designated types of subcontractors, if any, must be prequalified pursuant to Public Contract Code section 20111.6 and BP 3310 prior to an LLB entity submitting its response to this RFP. Prequalification requires the completion and submission of a standardized prequalification questionnaire and financial statement that is verified under oath and is not a public record. All other subcontracts with a value exceeding one-half of 1 percent (.5%) of the price allocable to construction work must be selected consistent with Education Code section 17406(a)(4)(B).

GUARANTEED MAXIMUM PRICE

The estimated cost for Project #1 is Five Million Six Hundred Thousand Dollars (\$5,600,000).

The estimated cost for Project #2 is Two Million Dollars (\$2,000,000).

The estimated GMP for Project #2 shall address the percentage of the final GMP amount for (a) the Construction Contingency and (b) the District Contingency to be assigned to the Project.

The final GMP for each Project will include all of the successful LLB entity's costs for labor, materials, equipment, overhead and profit, general conditions, special conditions (if any), and the Contractor Contingency, but shall specifically exclude the amount of the District Contingency. The final GMP for construction of each Project will include detailed cost breakdowns, based upon the final DSA approved plans and specifications for each Project, as more particularly described in Section 4 of the Construction Services Agreements and in this RFP. The final GMP for each Project shall be comprised of Tenant Improvement Payments for the Construction Services performed by the LLB entity on each Project, and Sublease Payments, which will be paid following completion of each Project for a period of up to six (6) months, in consideration for the District's rental, use, and occupancy of the corresponding portion of the Project Site, as more particularly described in Exhibit "C" of the Subleases. As part of the District review of the

final GMP for each Project, the District will expect to have access to all subcontractor bids, including proof that all MEP subcontractors proposed to be used by the LLB entity on the Projects have been prequalified by the District and possess a current registration with the Department of Industrial Relations ("DIR"), as required by Labor Code section 1725.5; contingency breakdown and tracking documents; general conditions breakdown and tracking documents; and LLB entity fees. In the event the LLB entity realizes a savings on any aspect of a Project, such savings shall be added to the District Contingency and expended consistent with the District Contingency.

FIXED PRICE FOR PRELIMINARY SERVICES

LLB entities will be required to include, as provided by the Submittal Format and Content section of this RFP, a fixed price for the Preliminary Services for Project #2. The successful LLB entity's compensation amount for completion of the Preliminary Services shall be all-inclusive, and shall include any and all overhead and profit, professional services, Scope of Work, expenses, direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services.

INDEPENDENT CONTRACTOR

The District will retain the successful LLB entity on an independent contractor basis, and the LLB entity will not be an officer, agent, or employee of the District. The LLB entity will not be an employee for state tax, federal tax, or any other purpose and is not entitled to the rights or benefits afforded to District employees. Any additional personnel performing services on behalf of the LLB entity shall also not be employees of the District and shall at all times be under the LLB entity's exclusive direction and control. The LLB entity shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services and as required by law. The LLB entity shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

CONFLICT OF INTEREST

Each LLB entity represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, that could conflict in any manner or degree with the performance of services required under this RFP or for the construction of the Projects, and that no person having any such interest shall be subcontracted in connection with this RFP or employed by the LLB entity. The successful LLB entity shall not conduct or solicit any non-District business while on District property or time.

Each LLB entity will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into the LLB agreements any and all circumstances existing at such time that pose a potential conflict of interest.

Each LLB entity warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the District any

cash or non-cash gratuity or payment with a view toward securing any business from the District or influencing such person with respect to the conditions or performance of any agreements with or orders from the District, including, without limitation, the LLB agreements.

SCHEDULE OF WORK

The schedule applicable to the provision of services under the Construction Services Agreement for Project #1 is provided in Exhibit "A" hereto, and the schedule applicable to the provision of Preliminary and Construction Services under the Site Lease and Construction Services Agreement for Project #2 is provided in Exhibit "B" hereto ("Contract Schedules"). The successful LLB entity shall provide services according to said Contract Schedules. Firm start and completion dates will be inserted for each Project.

SCOPE OF WORK UNDER SITE LEASE FOR PROJECT #2

The Preliminary Services Scope of Work for which the successful LLB entity shall be responsible with respect to Project #2 is set forth in Section 9.B. of the Site Lease for Project #2, and includes services for the Preliminary Plan Phase and the Working Drawing Phase. Of particular importance, the LLB entity shall be required to perform the following services for Project #2 pursuant to the corresponding Site Lease:

- **Basic Services:** The LLB entity shall provide or perform, as Basic Services, the services that are necessary, normal, customary, or incidental to the performance of its responsibilities under either Preliminary Services phase.
- **Design:** The LLB entity shall provide design services in conjunction with the Architect and attend planning meetings to discuss design issues with the District and Architect.
- **Constructability Reviews:** The LLB entity shall provide detailed written constructability reviews, focusing on errors, omissions, clarity, consistency, coordination, and overall constructability.
- **Value Analysis:** The LLB entity shall actively evaluate the Project for value saving options and present all such options to the District and Architect for review and consideration.
- **Cost Control Management:** The LLB entity shall provide cost control management, including providing cost estimates for all improvements comprising the Project.
- **Master Schedule:** The LLB entity shall provide a master schedule for construction of the Project, including, but not limited to, phasing, staging, site logistics, and sequencing, in addition to all milestone dates.
- **Other responsibilities necessary for the completion of Preliminary Services for the Project.**

SCOPE OF WORK UNDER CONSTRUCTION SERVICES AGREEMENTS

The Construction Services Scope of Work for which the successful LLB entity shall be responsible is set forth in the Construction Services Agreements. Of particular importance, the

LLB entity shall be required to perform the following construction and post-construction services for each Project:

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

SUBMITTAL FORMAT AND CONTENT

Proposals should be clear, concise, complete, and demonstrate each LLB entity's qualifications. They may be no longer than forty (40) pages on eight and a half-inch (8 1/2") x eleven-inch (11") paper, inclusive of resumes, forms, and pictures. (NOTE: LLB entities shall base their submittals on the Scope of Work and information and materials distributed at the Pre-Submittal Conference.)

One (1) original and three (3) copies of the Proposal shall be delivered no later than **2:00 p.m. on Friday, September 1, 2017** to:

Huntington Beach City School District
17011 Beach Boulevard, Suite 530
Huntington Beach, CA 92647
Attention: Jon M. Archibald
Assistant Superintendent
Administrative Services

Submittal Cover

Include the RFP's title, submittal due date, and the name of the principal LLB entity (or entities, if a joint venture or association).

Table of Contents

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

1. *Cover Letter*

The cover letter should be brief (two (2) page maximum). Describe how the Scope of Work for the Preliminary Services for Project #2 and the construction phase for each Project will be accomplished for the District, identify the team members (i.e., joint partners and sub-consultants), and the name, address, California Contractors State License Number(s), and DIR Registration Numbers of all subcontractor types required by this RFP to be used on the Projects, if any; and include the title and signature of the LLB entity's contact person for this procurement. If the LLB entity is proposing to co-respond with another principal LLB entity, the cover letter must specify the type of services to be provided by each LLB entity and the proposed percentage allocated to that phase or function of the service. Any changes to the District's requested format or deletions of requested materials should be explained in the cover letter. The signatory shall be a person with official authority to bind the LLB entity.

2. *Mandatory Qualifications*

LLB entities must currently be prequalified by the District pursuant to Education Code section 17406(a)(2)(C), Public Contract Code section 20111.6, and BP 3310.

LLB entities must hold a General Building Contractor License (B License) that is current, valid, and in good standing with the California Contractors State License Board at the time its Proposal is submitted to the District and throughout the entire term of the Projects. Provide the following information for each license:

- Exact name of license holder on file;
- License Classification;
- License Number;
- Date issued;
- Expiration date; and
- Whether the license has been suspended or revoked in the past five (5) years. If so, explain.

LLB entities shall also provide the license information above for all consultants and subcontracts.

LLB entities must be currently registered with the DIR, as required by Labor Code section 1725.5, and provide proof from the DIR website that all contractors and subcontractors of the LLB entity that will be working on the Projects are also registered with the DIR. The successful LLB entity shall be required to maintain its registration with the DIR without interruption at all times from submittal of its Proposal until the Projects are accepted by the District as complete.

3. *Methods and Strategic Plan*

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

4. *Qualifications and Experience*

This section shall contain a description of the LLB entity's experience in providing LLB Preliminary Services and Construction Services for public entities. A minimum of two (2) LLB projects over Two Million Five Hundred Thousand Dollars (\$2,500,000) in the past three (3) years is required. Please list all preliminary/pre-construction and construction experiences for the past five (5) years, including, for each project:

- Project name;
- Contracting method utilized (e.g., single prime bid, LLB, etc.);
- Awarding and completion dates;
- Percentage completion dates for projects currently underway but not yet completed;
- Names and telephone numbers of the owners' representatives;
- The LLB entity's team members, subcontractors, and consultants, describing the exact tasks that each performed; and
- Total project cost.

5. *Cost Savings/Value Engineering*

LLB entities must have direct experience with value engineering and must be able to demonstrate an aptitude to value engineer or analyze the Projects' plans, components, and features, in order to find more efficient and cost-effective methods or alternatives. Describe the LLB entity's experience on previous projects on which the LLB entity was able to suggest and implement ideas that resulted in overall cost savings to the owner of the project, either through value engineering or other processes.

6. *Complicated Projects*

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

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

7. *Past Performance Record*

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

- Failure to enter into a contract once selected;
- Withdrawal of a proposal as the result of an error;
- Termination or failure to complete a contract;
- Debarment by any local, municipal, county, state, or federal agency;
- Involvement in litigation, arbitration, or mediation as a part of an LLB project;
- Direct involvement with owners, construction managers, or architects in litigation, arbitration, or mediation involving public projects in the past ten (10) years;
- Conviction of the LLB entity or its principals for violating a state or federal anti-trust law by bid-rigging, collusion, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance;
- Knowing concealment of any deficiency in the performance of a prior contract;
- Falsification of information or submission of deceptive or fraudulent statements in connection with a contract; and/or
- 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.

8. *Organizational Chart*

This section shall include an organizational chart containing the names of all key personnel, joint venture partners, and subconsultants, including titles and their specific task assignment for the Projects, together with their resumes, including their school district construction experience. The District's evaluation will consider the entire team. Therefore, no changes in the team's composition will be allowed without prior written approval of the District. The LLB entity shall be responsible for any additional costs incurred by changes in the team's composition.

9. *Financial Information*

Provide the following financial information/documentation:

- A letter from a financial institution stating a current line of credit.
- 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) that states (a) that your current bonding capacity is sufficient for the Projects; and (b) your current available bonding capacity.
- A letter from an insurance company indicating ability to provide insurance. The following is a tentative schedule:
 - A.M. Best financial rating of A:VII.
 - Commercial General Liability Insurance. It shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001). One

Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage/Three Million Dollars (\$3,000,000) aggregate.

- o Automobile Liability Insurance. It shall be at least as broad as Insurance Services Office Form Number CA 0001 Automobile Liability, Code I (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- o Workers' Compensation and Employer's Liability Insurance. The LLB entity and all subcontractors shall insure (or be a qualified self-insured for), under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the Project Site, in accordance with the Workers' Compensation and Insurance Act, Division IV of the California Labor Code and any acts amendatory thereof. The LLB entity shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

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

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

The District, its employees, consultants, and agents shall be listed as additional insureds on each of the above policies, and original proof of insurance showing the additional insured parties must be presented at the time of final execution of the LLB agreements.

- The current value of all work the LLB entity has under contract.
- Business construction revenues for the past five (5) years.

10. *Fixed Price and Guaranteed Maximum Price*

Provide the final GMP for the construction of Project #1.

Provide the fixed total contract amount to perform the Preliminary Services for Project #2 on the Payment Provisions form attached to this RFP as Exhibit "C."

Separately, provide the estimated GMP for construction of Project #2, consistent with Exhibit "D," attached hereto.

The final GMP for each Project must include all of the LLB entity's costs for labor, materials, equipment, overhead and profit, general conditions, special conditions (if any), and Contractor Contingency, but shall specifically exclude the amount of the District Contingency. The final GMP for each Project must include a detailed cost breakdown, based upon the final DSA approved plans and specifications for each Project, as more particularly described in Section 4 of the Construction Services Agreements and in this RFP. Any portion of the Contractor Contingency and/or Errors and Omissions Allowance remaining after completion of each Project, or any savings realized on any aspect of each Project, shall be added to the District Contingency.

To calculate the GMP for each Project, each LLB entity must seek and receive at least five (5) bona fide bids from subcontractors for all scopes of work that constitute more than three percent (3%) of the total GMP.

11. *Exceptions to this RFP*

Each Proposal shall certify that the LLB entity takes no exceptions to this RFP.

SUBMITTAL EVALUATION CRITERIA AND METHODOLOGY

A review and selection committee will review and evaluate all submittals received by the District. An LLB entity may be requested by the evaluation panel to clarify the contents of its Proposal. The District also may, at its discretion, and to further assist in its evaluations, conduct interviews of the most qualified LLB entities that submit Proposals responsive to this RFP.

The District will award the LLB contracts following the completion of a competitive solicitation process and evaluations, based on the best value to the District, taking into consideration each LLB entity's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. The Board has adopted and published BP/AR 3311.5, containing a set of criteria to be used when calculating a best value score and awarding LLB contracts, which are deemed incorporated in full into this RFP by this reference. The procedures and guidelines set forth in BP/AR 3311.5 for evaluating the Proposals and qualifications of the LLB entities will ensure the best value selections by the District are conducted in a fair and impartial manner. The District shall evaluate the Proposals and qualifications of the LLB entities based solely upon the criteria and evaluation methodology set forth in BP/AR 3311.5 when awarding a best value score and selecting an LLB entity that will provide the best value to the District.

GENERAL INFORMATION

Compliance

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

Amendments

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

Inquiries

All questions about the meaning or intent of this RFP shall be submitted to the District in writing, Attention: Jon M. Archibald, Assistant Superintendent, Administrative Services. Replies will be issued by addenda and mailed to all parties recorded by the District as having received the RFP documents. Questions received less than seven (7) days prior to the submittal due date will not be answered. Only questions answered by formal written addenda will be binding.

LLB entities shall not contact Board members in connection with this selection process. Any LLB entities that violate this request will be disqualified from further consideration.

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

Late Proposals

It is the LLB entity's responsibility to ensure its Proposal is received by the District on or before the time and date specified. Proposals received after the date and time specified will not be considered.

Additional Provisions and Requirements

- A. ***Prequalification of Contractors and Subcontractors.*** In accordance with the provisions of Education Code section 17406(a)(2)(C) and BP 3310, the Contractor and, if applicable, MEP subcontractors shall be subject to the same prequalification requirements for prospective bidders described in Public Contract Code section 20111.6, including the requirement for the completion and submission of a standardized prequalification questionnaire and financial statement that is verified under oath and is not a public record.
- B. ***Public Record.*** Responses to this RFP will become the exclusive property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those portions, if any, of a Proposal marked or otherwise identified by the LLB entity to be returned to the LLB entity will be returned following award of the contracts for the Projects.

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

In the event the District is required to defend an action on a Public Records Act request for any of the contents of a Proposal marked "trade secret," "confidential," or "proprietary," the LLB entity agrees, upon submission of its Proposal for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

- C. **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 a contract.
- D. **Drug-Free Policy and Fingerprinting.** The LLB entity shall be required to complete any and all fingerprinting requirements and criminal background checks required by state law and shall also be required to complete a Drug-Free Workplace Certification.
- E. **Costs.** Costs of preparing a Proposal are solely the responsibility of the LLB entity.
- F. **Prevailing Wages.** LLB entities are advised that the Projects are public works for purposes of the California Labor Code, which requires payment of prevailing wages. The District will obtain from the Director of the DIR the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. These rates will be on file at the District and will be available to any interested party upon request. Any LLB entity to which a contract is awarded must pay the prevailing rates, post copies thereof at the job sites, and otherwise comply with applicable provision of state law.
- G. **Skilled and Trained Workforce.** Respondents are advised that a "Skilled and Trained Workforce" will be required to be used to perform the Projects, which shall be comprised of either skilled journeypersons or apprentices registered in an apprenticeship program, as required by Education Code section 17407.5(b)(3).
- H. **Securities.** LLB entities are advised that, if awarded the LLB contracts, they will be permitted, at their request and expense and in accordance with Public Contract Code section 22300, to substitute securities equivalent to retention monies withheld by the District to ensure performance under the contracts. Upon satisfactory completion of the Projects, the securities shall be returned to the LLB entity.
- I. **Bonding.** The LLB entity will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the contract price, and a Payment (Material and Labor) Bond in the amount of one hundred percent (100%) of the contract price.
- J. **Limitations.** This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.

DISTRICT CONTACT

The District looks forward to receiving a Proposal from your firm. If you have any questions regarding this RFP, please contact:

Jon M. Archibald
Assistant Superintendent
Administrative Services
Huntington Beach City School District

17011 Beach Boulevard, Suite 530
Huntington Beach, California 92647
(714) 378-2050
jarchibald@hbcasd.us

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

EXHIBIT "A"

**CONTRACT SCHEDULE FOR PROJECT #1:
DISTRICT EDUCATION CENTER RENOVATION PROJECT**

Construction Phase.

Estimated Start Date of Construction: Monday, October 2, 2017

Estimated Completion Date of Construction: Monday, July 2, 2018, or Not More
Than Two Hundred Seventy-Three (273) Calendar Days

EXHIBIT "B"

CONTRACT SCHEDULE FOR PROJECT #2:

MAINTENANCE DEPARTMENT RELOCATION PROJECT

Preliminary Plan Phase.

Design Development

Start Date:

Completion Date:

Working Drawing Phase.

Estimated Start Date:

Estimated Completion Date of 100% Construction Documents:

Construction Phase.

Estimated Start Date of Construction: Monday, July 9, 2018

Estimated Completion Date of Construction: Monday, November 5, 2018, or Not
More Than One Hundred Twenty (120) Calendar Days

EXHIBIT “C”

PAYMENT PROVISIONS FOR PROJECT #2:

MAINTENANCE DEPARTMENT RELOCATION PROJECT

Contract Amount

The total contract amount for Preliminary Services under the Site Lease for Project #2 will be as set forth on the agreement coversheet.

Compensation – Preliminary Plans and Working Drawing Phase Services

The compensation for all Preliminary Services provided for the following Phases shall be a firm, fixed price, as follows, which includes all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

Preliminary Plan Phase \$ _____

Working Drawing Phase \$ _____

EXHIBIT "D"

**ESTIMATED GUARANTEED MAXIMUM PRICE FOR PROJECT #2:
MAINTENANCE DEPARTMENT RELOCATION PROJECT**

Contract Amount

Respondents are to include, as required by the Submittal Format and Content section of this RFP, the Fixed Fee amount for the Preliminary Services and an estimated guaranteed maximum price ("GMP") for the Construction Services, consistent with Section 4 of the Construction Services Agreement, which will be finalized after the Preliminary Services have been completed.

The estimated GMP shall be based upon a cost-plus-fixed-fees amount, using \$Two Million Dollars (\$2,000,000) as the "Cost" with a construction duration of no more than One Hundred Twenty (120) calendar days.

The LLB entity's Fixed Fee amount for completion of the Preliminary Services shall be all-inclusive, and shall include any and all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

*All Project-specific General Conditions and Special Conditions (if any) must be itemized on the Proposals for inclusion in the GMP for Construction Services.

The estimated GMP shall be presented in the Proposals as follows:

GMP: COST-PLUS-FIXED-FEES AMOUNT

Cost: \$2,000,000

Fixed Fees:

- Profit & Overhead: ___%
- Bonds: ___%
- General Insurance: ___%
- Builder's Risk Insurance: ___%
- General Conditions: ___%
- Special Conditions (if any): ___%
- Tenant Improvement Payments: ___%
- Sublease Payments: ___%
- Contractor Contingency: ___%
- Errors and Omissions Allowance: ___%

- Other Fees (if any): ___%