

DAVIS JOINT UNIFIED SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS AND PROPOSALS

FOR

LEASE-LEASEBACK SERVICES

ALL STUDENT CENTER PROJECT

at

DAVIS HIGH SCHOOL

RFQ Issued: **June 24, 2016**

Responses Due: **July 29, 2016 at 2:00 PM**

Davis Joint Unified School District

1919 5th Street, Davis, CA 95616

REQUEST FOR QUALIFICATIONS

LEASE/BUILD SERVICES

SECTION I. INTRODUCTION

The Davis Joint Unified School District (“District”) is issuing this Request for Qualifications and Proposals (“RFQ”) requesting Statements of Qualifications (“Proposals”) from Lease-Leaseback (“LLB”) Entities qualified to provide the District with services described in this RFQ for construction of a All Student Center Project (“Project”). This RFQ describes the Project, the required Scope of Work, the selection process and the minimum information that must be included in the Proposal.

District will compare and evaluate all qualifying Proposals and select a LLB Entity that best meets the needs of the District, based on the following factors:

- Fee competitiveness.
- Ability to meet budgets and timelines established in the RFQ and by the District.
- Ability to provide constructability reviews, design services, civil engineering, and value engineering.
- Ability to provide exemplary construction services, including the identification and profile of key personnel assigned to these projects.
- Demonstration of the ability to provide civil site adaptation design to accommodate reorientation of buildings on site.
- Ability to work collaboratively and cooperatively with HMC Architects.
- Ability to coordinate off-site and on-site issues with the local public works departments.
- Ability to work with District staff and consultants.
- Ability and willingness to work with local vendors, suppliers, and contractors.
- Demonstration of the LLB Entity’s expertise and experience with building projects for California school districts and entities with jurisdiction of such construction including, the Office of Public Schools Construction (“OPSC”), the Division of the State Architect (“DSA”) and Department of Toxic Substances Control (“DTSC”) issues on State-funded projects, as well as good working relations with key personnel in Sacramento that may assist the District to assure a successful project(s).

- Demonstration of expertise in finance and funding issues of school district building projects.
- Understand and support the District's educational goals, objectives, and management methods.
- Training and experience of key personnel.
- Experience, expertise, and knowledge of the lease-leaseback process.
- Staff capacity, depth, and current workload.
- Nature and quality of the LLB Entity's completed work.
- Stability, reliability and continuity of the LLB Entity.
- Location of the LLB Entity's office to the project sites and District Office.

Submittal Due Date:

Responses to this RFQ shall be submitted no later than July 29, 2016 at 2:00:00 PM at the following location: Davis Joint Unified School District 1919 5th Street, Davis, CA 95616 Attention: George Parker, Director of Facilities, Maintenance & Operations

SECTION II.
SELECTION PROCESS/PROJECT TIMETABLE

The process will involve the solicitation and formal invitation of LLB Entities capable of performing lease-leaseback services, requesting the submission of qualifications based on the RFQ. Upon receipt, the District's evaluation team will review the submittals for compliance and rank them accordingly.

A complete set of plans for 50% CD Plans and Specifications are available for review at HMC Architects, 2495 Natomas Park Drive, Suite 100, Sacramento, California 95833, Brian Meyers, phone: (916) 325-1100. One or more of the top ranked LLB Entities will be issued a full set of design documents to evaluate and submit a Guaranteed Maximum Price ("GMP") based on the information provided. LLB Entities are not required to include a GMP with the initial submittal of qualifications. The GMP will be requested by the District at the time of interviews.

The interview and selection panel may consist of the Associate Superintendent of Business Services, the Director of Facilities, Maintenance Manager, principal from HMC Architects, Board of Trustee member, legal representation, and/or other District staff.

The following dates present a general guideline and are subject to change by the District:

- A. Statements of Qualifications (Proposals) due: **July 29, 2016**

- B. Announce short-list of LLB Entities and issuance of design documents: **August 5, 2016**
- C. Facilities available for non-mandatory site walk by LLB Entities on short-list (please call for appointment): **July 7 through July 9, 2016**
- D. Interview LLB Entities: **August 15-17, 2016 (Subject to Change)**
- E. Finalize proposed contract with LLB Entity: **Week of August 22, 2016**
- F. Award Site & Sublease contract and form of lease-leaseback contract (Governing Board): **August 25, 2016**
- G. Architect and LLB Entity review CD plans for Project : **July 7, 2016 through July 12, 2016**
- H. District and LLB Entity negotiate final Guaranteed Maximum Price ("GMP") for Construction Phase: **August 22, 2016**
- I. Board adopts final plans and approves lease-leaseback contract with GMP for CD Phase : **September 8, 2016 (if needed)**

SECTION III.

PROJECT DESCRIPTION/SCOPE OF WORK

The Davis Joint Unified School District's All Student Center Project shall be constructed in a two distinct Phases. Phase I (demolition) is expected to begin in late summer 2016. Phase II is expected to begin early Fall of 2016. The Project Scope Elements are described below:

Phase I: Set up of construction fencing/staging areas, demolition of existing interior spaces of the existing kitchen/servery and courtyard plaza areas and construction of building foundation pads.

Phase II: Installation of new underground utilities, construction of new concrete building foundations, building structure and re-paving of existing parking areas (Oak Street Parking Lot). Construction of new interior finishes and kitchen/servery spaces including restroom facilities classroom spaces.

The Scope of Services required for each Phase of the Project may include, but shall not be limited to, the following:

Space Utilization Managent:

- Assist with developing a construction logistics plan with District staff, school site personnel, and community members if necessary.
- Participate in High School Site Activity planning and programming sessions as required.

- analysis.
 - Expedite design reviews, including modifications, if any, based on value
- Provide detailed cost estimating.
- Conduct value-engineering analysis and prepare report with recommendations to District to maintain established project budget.
- Review design documents for constructability, scheduling, clarity, consistency, and coordination.
- Development of a Guaranteed Maximum Price (“GMP”) that is acceptable to the District.
- Work closely with and assist the Architect in site modifications regarding re-orientation of buildings on site.
- Identify, coordinate and confirm all utilities (including points of connectivity) to assure service to the site, including requesting will-serve letters from all utility agencies servicing the site.
- Prepare a Critical Path Method on software compatible with Architect clearly identifying critical path, milestones, predecessors, successors, float, lag, start-to-finish, finish-to-start, or finish-to-finish relationships.
- Construction and Post-Construction Services.
- Complete the construction of the Project in accordance with the Construction Documents and all applicable State laws and regulations.
- Develop, coordinate and expedite record drawings and specifications.
- Compile operations and maintenance manuals, warranties, guarantees, and certificates.
- Provide the necessary training and in-service to the District’s Maintenance and Operations personnel as well as the site staff.
- Obtain occupancy permits; coordinate final testing, documentation and governmental inspections.
- Prepare final accounting and close out reports; prepare occupancy plan reports.
- Assist the District in any audit reporting.
- “Commissioning” services.

- Develop and implement a comprehensive District Communication Plan which will include, but not be limited to:

- Press Releases.
- Newsletters.
- Weekly Reports.
- Presentations and reports to District Board, Citizens Oversight Committee, as well as community groups.
- Perform public relations activities acting as District representative.

- Other responsibilities necessary for the completion of the Project in accordance with the plans.

- Final presentation to the Board of Trustees regarding the process and other entities as articulated by the District.

Please note that the District shall be responsible for costs and services associated with any Project DSA inspector or Special Inspections.

Construction Phase:

When the District proceeds with the Construction Phase, the selected LLB Entity will be acting as a General Contractor pursuant to a Construction Services Agreement, Facilities Lease Agreement, and Site Agreement, 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 the District's Director of Facilities. The District has retained HMC Architects as its architect to prepare the design of the Project. The LLB Entity shall work with HMC Architects and any other project architect, engineer, or consultant, chosen by the District, as necessary to conduct value engineering and modifications to the plans for the project(s), at the direction of District staff.

SECTION IV.

GUARANTEED MAXIMUM PRICE

An LLB Entity is not required to include a GMP with its initial Proposal. All LLB Entities selected for a District interview shall submit a sealed price range for Space Utilization management services, and any and all financing options that may be used as a basis for that portion of the contract. The LLB Entities selected for interview will be issued a set of approved construction drawings for the Phase I prior to the interviews. All LLB Entities selected for a District interview will also be asked for: (1) an estimated GMP for Phase I of the project including a proposal for any LLB Entity donations to the GMP; and 2) a separate estimated preliminary GMP for Phase II of the project including a proposal for any LLB Entity donations to the GMP. The successful LLB Entity will be required to provide a finalized and/or re-negotiated GMP for

each construction phase of the Project after completion of the design/preconstruction services for each Phase.

SECTION V.

PROPOSAL FORMAT AND CONTENT

The Statement of Qualifications should be concise, well organized and demonstrate the LLB Entity's qualification. The Statement of Qualifications may be no longer than 25 pages (2-sided) on 8½" x 11" paper, inclusive of resumes, forms, and pictures.

All LLB Entities are required to follow the format specified below. The content of the Proposal must be clear, concise, and complete. Each section of the Proposal shall be tabbed according to the numbering system shown below to aid in expedient information retrieval (NOTE: LLB Entities shall base their submittals on the "Factors" listed in Section I as well as the "Scope of Work.")

Ten (10) copies of the submittal shall be delivered no later than 2:00 PM on July 29, 2016, in a sealed envelope to:

DAVIS JOINT UNIFIED SCHOOL DISTRICT
1919 5th Street
Davis, CA 95616
DHS All Student Center Project Proposal,
Attention: George Parker, Director of Facilities, Maintenance & Operations

Proposal Cover:

Include the RFQ's title and submittal due date, the name, address, fax number, and the telephone number of principal firm (or firms if there is 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.

A. Cover Letter.

The cover letter should be brief (two pages maximum). Describe how the "Scope of Work" and "Evaluation Factors" will be addressed and/or accomplished for the District, including the location of the LLB Entity's offices and the response time to District's requests. Describe those conditions, constraints, or problems that are unique to the Scope of Work that may adversely affect either the cost or work progress; identify the team members (*i.e.*, joint partners and subconsultants); 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 firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. Any changes to the District's requested format or deletions of requested materials should be explained in the cover letter. The signatory shall be a person with official authority to bind the company.

B. Mandatory Qualifications.

LLB Entities must hold a General Building Contractor “B” License, which is current, valid and in good standing with the California Contractor’s State License Board. LLB Entities must have the necessary qualifications to provide the design services in accordance with California law. Provide the following information for each license:

- Name of license holder exactly as on file.
- License classification.
- License No. & Date issued.
- Expiration date.
- Whether license has been suspended or revoked in the past five (5) years. If so, explain.
- Registered with DIR to Perform Public Works Contracts (SB854)

LLB Entity shall also provide information regarding all design subconsultants and subcontracts.

C. Methods And Strategic Plan.

Describe in detail your methods and plan for carrying out the scope of work.

D. Qualifications And Experience.

This section shall contain the following: A description of the LLB Entity's experience in providing construction and LLB services for public entities with special emphasis on other educational entity projects of similar scope. Experiences in the past five (5) years specifically related to the Scope of Work shall be listed consecutively with the awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the LLB Entity's project manager and the client's project manager. When listing team members or subconsultants, describe the listed experience and the exact tasks that each firm performed. For similar projects, please list the total cost of the Project.

E. Past Performance Record.

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

- Failure to enter into a contract once selected.
- Withdrawal of a proposal as a result of an error.
- Termination or failure to complete a contract.

- Debarment by any municipal, county, state, federal or local agency.
- Involvement in litigation, arbitration or mediation.
- Conviction of the LLB Entity or its principals for violating a state or federal antitrust 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.
- Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Failure to disclose requested information will result in automatic rejection of a submittal and disqualification of the LLB Entity from participation on District projects.

F. Organizational Chart.

An organizational chart containing the names of all key positions (including, but not limited to, Project Manager and all Supervisors), joint venture partners, and subconsultants with titles and their specific task assignment for this project shall be provided in this section. The District's evaluation will consider the entire team. No changes in the successful LLB Entity's team composition will be allowed without prior written approval of the District.

G. Location.

Proximity of local office(s) to the District including the types and quantities of professionals employed by the LLB Entity locally.

H. Financial Information.

Provide the following financial information:

- A report from any commercial credit rating service, such as Dunn and Bradstreet or Experian.
- A letter from a surety or insurance company stating bonding limit that can be applied to this project.
- A letter from insurance company indicating ability to provide insurance. The following is a tentative schedule:
- A.M. Best financial rating of A:X.

- **Commercial General Liability Insurance:** Commercial General Liability Insurance shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001). One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage / Three Million Dollars (\$3,000,000) aggregate.

- **Automobile Liability Insurance:** Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.

- **Workers' Compensation and Employer's Liability Insurance:** The LLB Entity and all subcontractors shall insure (or be a qualified self insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The 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.

- **Builder's Risk Insurance:** The LLB Entity shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work. Limit shall equal bid amount, if requested by the District.

- 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 process within the state.

- District shall be listed as an additional insured on each of the above policies, and original proof of insurance showing this additional insured party must be presented at time of final execution of lease-leaseback contract(s).

- Indicate current value of all work the LLB Entity has under contract.

- Indicate current worker's compensation experience modification ratio ("EMR") for you and all major trade subcontractors intending to perform work on the project.

I. Other Information.

This section shall contain all other pertinent information regarding this procurement in the following order:

- Description of safety record for LLB Entity and subcontractors for the last five (5) years. Safety records below the national averages provided by the federal government may be an indication that the LLB Entity has an unsatisfactory record of safety.

- Description of in-house resources for prime respondent and co-venture partner(s) (*i.e.*, computer capabilities, software applications, modem protocol, and modeling programs, etc.).
- Description of community involvement.
- Description of any previous involvement with District.
- Exceptions to this RFQ - The Response shall certify that the LLB Entity takes no exceptions to this RFQ or addenda.

SECTION VI.

PROPOSAL EVALUATION CRITERIA

Proposals received by District will be evaluated according to the criteria listed below:

- Conformance to the specified RFQ format.
- Organization, presentation, and content of the Proposal.
- Specialized experience and technical competence of the LLB Entity(ies), (including principal firms, joint venture-partners, and subconsultants) considering the types of service required; the complexity of the project; record of performance; and the strength of the key personnel who will be dedicated to the project.
- Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner.
- Knowledge and understanding of the local environment and a local presence for interfacing with the District.
- Financial resources and stability of the principal consultant and/or a consultant team.
- Ability to meet the insurance requirements unless District, at its sole discretion, decides to modify or waive the insurance requirements or elects to provide project insurance.
- Price proposal including additional donations to the Project by the LLB Entity.

SECTION VII.

METHOD OF SELECTION

The District will conduct interviews with one or more qualified LLB Entities that submit Proposals that are responsive to this RFQ. All LLB Entities selected for a District interview shall submit a sealed price range that will be used as a basis for negotiating any pre-construction services as well as the construction/post-construction GMP price for each phase the Project.

District will evaluate LLB Entities on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evidenced in their responses and/or interviews and as described in Section I of this RFQ. The District may negotiate a contract for each phase of the project with the LLB Entity best qualified for the Project, as determined by the District to be in the best interest of the District, at compensation that the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the LLB Entity considered to be the most qualified at a price the District deems reasonable, negotiations with that LLB Entity may be formally terminated. The District may then undertake negotiations with the second most qualified LLB Entity for the Project, as determined by the District to be in the best interest of the District. In the event negotiations fail with the second most qualified LLB Entity, it may undertake negotiations with the third most qualified LLB Entity for the Project, as determined by the District to be in the best interest of the District.

The District reserves the right to select one or more LLB Entities to perform the work identified within this RFQ.

SECTION VIII.

GENERAL INFORMATION

A. Compliance.

Proposals must be in strict accordance with the requirements of the RFQ. Any Statement of Qualifications not submitted in accordance with the requirements of the RFQ will not be considered.

B. Amendments.

The District reserves the right to cancel or revise in part or in its entirety this RFQ. If the District cancels or revises this RFQ, all LLB Entities that have submitted a Proposal will be notified by addendum/addenda. The District also reserves the right to extend the date responses are due.

C. Inquiries.

All questions about the meaning or intent of this RFQ shall be submitted to District in writing (electronic mail is an acceptable form of "writing"), Attention: George Parker email: gparker@djud.net; fax: (530) 757-5321. Replies will be issued by an addendum or addenda and mailed or e-mailed to all LLB Entities recorded by District as having received the RFQ documents. Questions received less than five (5) days prior to the submittal due date will not be answered. Only questions answered by formal written addenda will be binding.

D. Late Proposals.

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

E. Notice Of Request For Qualifications And Proposals.

The Davis Joint Unified School District Notice of Request for Qualifications and Proposals for Lease-Leaseback Services, DHS All Student Center Project is hereby incorporated by reference as if fully set out herein.

SECTION IX.
SPECIAL CONDITIONS

A. Public Record.

All Proposals submitted in response to the RFQ become the property of the District's and a public record (with the exception of financial information as listed in the Table of Contents, item VIII) and as such, might be subject to public view.

B. 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.

C. Drug-Free Policy And Fingerprinting.

The selected 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 Certificate.

D. Costs.

Costs of preparing a Proposal in response to this RFQ are solely the responsibility of the LLB Entity.

E. Prevailing Wages.

LLB Entities are advised that this project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages in effect at the time the contract is signed. 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. Any LLB Entity to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, comply with the District's Labor Compliance Program policy, if applicable, and otherwise comply with applicable provisions of state law. (Education Code section 17424; Labor Code sections 1720, *et seq.*)

F. Securities.

LLB Entities are advised that if awarded a contract, they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to retention monies withheld by District to insure performance under the contract.

G. Bonding.

The successful LLB Entity will be required to furnish a Performance Bond in the amount of one hundred percent of the contract price, and a Payment (Material and Labor) Bond in the amount of one hundred percent of the contract price.

H. Conflict Of Interest.

The successful LLB entity shall be required to comply with applicable provisions of the District's Conflict of Interest Board Policy.

I. Limitations.

This RFQ does not commit District to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFQ, or to procure or contract for work.

SECTION X.
DISTRICT CONTACT

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

George Parker, (530) 759-2182

NOTE: Incomplete submittals, incorrect information, or late submittals may be cause for immediate disqualification. Issuance of this RFQ does not commit District to award a contract, or to pay any costs incurred in preparation of a response to this request. District reserves the right to request additional information or clarification at any time. District retains the right to reject any or all submittals. All LLB Entities should note that the execution of any contract pursuant to this RFQ is dependent upon the approval of the Davis Joint Unified School District Board of Trustees in its sole discretion.