

**LODI UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSAL/GMP  
NEW MAINTENANCE AND OPERATIONS BUILDING  
DESIGN-BUILD SERVICES  
RFP/GMP #0893-8993  
November 5, 2018**

Lodi Unified School District ("District") is seeking prequalified Design-Build Entities or design-build teams (each referred to herein as "DBE") to submit a competitive Fixed Price Proposal/GMP to design and construct the District's **New Maintenance and Operations Building** ("Project"), in accordance with Education Code section 17250.10 et seq. Only Respondents that have been prequalified by the District in response to the prior Request for Qualifications ("RFQ") for the Project will be eligible to submit a Fixed Price Proposal/GMP in response to this Request for Proposals/Guaranteed Maximum Price ("RFP/GMP").

Respondents must mail or deliver four (4) bound copies, one (1) unbound copy, and one (1) electronic copy (on USB stick) of the Proposal conforming to the requirements of this RFP/GMP to:

LODI UNIFIED SCHOOL DISTRICT  
1305 E. Vine St., Lodi, CA 95240  
ATTN: Vickie Brum, Planning Analyst  
RFP/GMP #0893-8993

**ALL PROPOSALS ARE DUE BY 2:00 P.M. ON THURSDAY, December 13, 2018.** Oral, telegraphic, facsimile, telephone, or email Proposals will not be accepted. Proposals received after this date and time will not be accepted and will be returned unopened. The District reserves the right to waive irregularities and omissions in any Proposal, and to make all final determinations. The District also reserves the right to reject any and all Proposals and to negotiate Agreement terms with one or more Respondents.

Interviews may be held with the three (3) shortlisted Respondents the week of December 17, 2018 (notifications, dates/times TBD), at the District's Facility and Planning Department, located at 1305 E. Vine Street, Lodi, CA 95240.

Questions regarding this RFP/GMP may be directed in writing via email to the District's Planning Analyst, Vickie Brum, at [vbrum@lodiUSD.net](mailto:vbrum@lodiUSD.net), and must be submitted on or by 2:00 **Friday November 16, 2018.**

## **I. RFP/GMP SCHEDULE OF EVENTS SUMMARY**

The district may change the dates on this schedule without prior notice.

October 11, 2018 Notice to pre-qualified respondents and issue RFP to shortlist  
October 15, 2018 Confidential informational meetings with three proposers (week of)  
October 23, 2018 Deadline to submit RFP questions  
October 25, 2018 Publish answers to RFP questions via addendum

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November 5, 2018 Re-issue RFP/GMP to shortlist  
November 16, 2018 Deadline to submit RFP/GMP questions  
November 30, 2016 Publish answers to RFP/GMP questions via addendum  
December 13, 2018 Fixed Price GMP proposals due  
December 17, 2018 Anticipated interviews if applicable (week of)  
January 15, 2019 Board of education approval  
January 31, 2019 Anticipated date of Agreement execution and issue NTP

## **II. INTRODUCTION**

Lodi Unified School District ("District") serves approximately 29,000 students enrolled in kindergarten through grade 12 at forty-nine school sites. In 2016, District voters approved Measure U, which authorizes the District to issue \$281 million of bonds to, among other things, modernize, construct, and renovate classrooms, restrooms, and school facilities at elementary schools.

The District is seeking Proposals from prequalified DBE's to submit a competitive Fixed Price Proposal/GMP to design and construct the District's **New Maintenance and Operations Building** ("Project"), in accordance with Education Code section 17250.10 et seq. This RFP/GMP defines the services sought from the DBE and generally outlines the Project requirements.

## **III. DESIGN-BUILD PROCUREMENT PROCESS**

Pursuant to Education Code section 17250.25, procurement of a DBE for the Project will follow two (2) phases:

1. Prequalification – First, by prior RFQ, the District prequalified Respondents using a standard template request for statements of qualifications.

2. Design-Build Competition – Second, by this RFP/GMP, the District invites only prequalified Respondents to submit a competitive Fixed Price Proposal/GMP for the Project. The District will use a best value selection method for evaluating Proposals. The selection criteria and procedure are defined in this RFP/GMP.

Per Board Policy, any person or entity that has performed or is performing services for the District relating to the solicitation of this design-build project will **not** be eligible to submit a Proposal as a DBE or to join a design-build team.

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

##### **A. Overview**

Pursuant to Education Code section 17250.10 et seq., the selected DBE will design and construct the Project. The Project is further defined in the attached **Appendix A**, along with the District's expected cost range and schedule for the Project.

The members of the DBE must be appropriately licensed and registered in the State of California for architectural, engineering, and construction services, as applicable and as needed to complete the Project. In addition, the DBE shall have experience with both design and construction of M&O/Corporation Yard facilities, and to obtain all local jurisdictional agency plan approvals, utility service provider approvals, and permitting.

All tiers of contractors performing work on the project must be registered with the Department of Industrial Relations ("DIR") as required by law. The DBE will be required to comply with the Labor Code prevailing wage requirements and the District's bonding and insurance requirements. The DBE shall be required to work cooperatively with District staff, Governing Board, all other technical consultants, the Criteria Architect, local agency and utility service provider inspectors, the District's designated Construction Manager for the Project, citizens' bond oversight committee, other District committees, and the community to facilitate timely and professional completion of the Project.

With regards to subsequent pre-qualification, the DBE and all major subcontractors and Trade Partners will be required to be prequalified with the District utilizing the PQBids Contractor Pre-Qual application process at a later date.

##### **B. Criteria Documents**

Pursuant to Education Code section 17250.25, subdivision (a), the District's Criteria Architect, SVA Architects, Inc., has prepared Project Criteria Documents, which are attached hereto as **Appendix B** and incorporated herein by this reference. The Criteria Documents may establish, without limitation, the size, type, and desired design character of the Project, performance specifications covering the quality of materials, equipment, systems, workmanship, preliminary plans or building layouts, or any other information deemed necessary to describe adequately the District's needs.

Respondents must completely familiarize themselves with the Criteria Documents prior to submitting a Proposal. The selected DBE will be required to strictly adhere to the Criteria Documents in completing the design and constructing the Project.

### **C. Scope of Work**

Although the final scope of work will be negotiated in the executed Agreement, the selected DBE shall be responsible for performing the following scope of work, at a minimum:

#### **1. Design Phase Services**

- a. Complete the design for the Project based on the Criteria Documents, including related meetings with the District for input and approval at each design phase for the schematic design, design development, construction phase documents, preparation of detailed construction cost estimates and design to budget validations for each phase.
  - i. Schematic Design: Prepare Schematic Design Documents, including site layout drawings for approval by the District from the Criteria Documents and the District's Civil Engineer of Record. Attend meetings with the District and the Criteria Architect. Prepare a conceptual construction cost estimate for review by the District.
  - ii. Design Development: Upon the District's acceptance of the Design Schematic Design Documents, prepare Design Development Documents for approval by the District from the Criteria Documents and the District's Civil Engineer of Record, including related architectural, structural, mechanical, electrical, plumbing, and landscape services. Update and present revised construction cost estimate/design to budget for approval by the District. Attend meetings with the District and the Criteria Architect.
  - iii. 50% Construction Documents: Upon the District's acceptance of the Design Development Documents, prepare 50% Construction Documents for approval by the District. Update and present a revised construction cost estimate/design to budget for approval by the District. Attend meetings with the District and the Criteria Architect.
  - iv. 100% Construction Documents: Upon the District's acceptance of 50% Construction Documents, prepare 100% construction documents for approval by the District. Update and present a revised construction cost estimate for approval by the District. Attend meetings with the District and the Criteria Architect. Perform a quality assurance/quality control and constructability review of the documents, and prepare the final design to construction budget validation.
- b. Submit completed plans and specifications, and obtain all local jurisdictional agency plan approvals, utility service provider approvals, and permitting, necessary to meet the District's project schedule.
- c. Any other services that are reasonable and necessary for design and permitting of the Project, including close-out with local jurisdictional agencies.

## 2. Preconstruction Services

- a. Consult with District staff and the District's Civil Engineer of Record in relation to the existing site. DBE should make site visits, as needed to review the current site conditions. During this evaluation, DBE may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.
- b. Provide construction cost estimates for the construction of the project with identified Trade Partners, subcontractor bids, and self-performed work.
- c. Undertake a detailed value-engineering analysis of all major systems, building, and site components, and prepare reports with recommendations to the District to maintain established construction cost estimate and design to budget validation, Criteria Documents and specifications. Provide a detailed report of any deviations from the Criteria Documents at each design phase for the District's approval.
- d. Detailed Construction Critical Path Method (CPM) Project Schedule: Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path at each design phase, and with all local jurisdictional agency plan approvals, utility service providers, and permitting.
- e. Construction Planning and Site Logistics Plan: Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, temporary facilities, access/winterization, etc., as required.
- f. Any other services that are reasonable and necessary to control the construction budget and project schedule.

## 3. Construction Services

- a. Administer and coordinate on a daily basis the work of all Trade Partners, and subcontractors the DBE hires to work on the Project.
- b. Enforce strict performance, scheduling, and notice requirements.
- c. Document the progress and costs of the Project on a monthly basis.
- d. Update the Construction CPM Project Schedule on a monthly basis, including but not limited to the following – Establish end of month data date, actual start and actual finish dates, remaining duration calculations for all activities, and updating/calculating the critical path necessary to keep the project on schedule.
- e. Report proactively on potential schedule impacts and recommend potential solutions to schedule problems.
- f. Provide staff training and maintenance personnel on-boarding for all specified mechanical, electrical, plumbing, data, and low voltage systems.

- g. Coordination and documentation of as-builts, record drawings, RFI's and specification changes.
- h. Compilation and turnover of operations and maintenance manuals, warranties/guarantees, and certificates.
- i. Obtaining certificate of occupancy permits and coordinating testing, documentation, and all local agency and utility service provider inspections and approvals.
- j. Preparation of accounting and closeout reports and occupancy plan reports.
- k. Other responsibilities as necessary for the completion of the Project.

**D. Design-Build Fixed Price Proposal/GMP Approach**

The Agreement (as defined below at subparagraph G) will conform to design-build project delivery method pursuant to Education Code section 17250.10 et seq. The Agreement will have separate phases for design and construction.

If an award is made, the Agreement will set forth a Guaranteed Maximum Price ("GMP") amount for compensation to design and construct the Project. The DBE will proceed to complete the design based on the Criteria Documents, with District design review, concurrence, input, and authorization at the multiple design phases. DBE shall submit complete plans and specifications necessary to obtain all local jurisdictional agency plan approvals, utility service provider approvals, and permitting.

The DBE is to provide Allowance(s) within the Fixed Price/GMP amount that are to be fully described on an item-by-item basis, which may be necessary to budget for scope(s) of work not precisely determined by the Criteria Documents prior to bidding, but can be reasonably anticipated. All Allowance(s) will be listed in the Agreement, which will be expended under a "time and material" or lump sum authorization basis using current prevailing wage rates, and the DBE mark-up and pricing structure, as directed by the District, and/or Construction Manager. All unused portions of the Allowance(s) will be deducted from the Agreement through a Change Order at the conclusion of the project.

**E. District Project Management Description**

The District's Board of Education will be responsible for making final decisions, but the school District's Superintendent will be responsible for day-to-day decisions and may designate an owner's representative and/or a construction manager, who will be the primary point of contact between the DBE and the District.

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

The selected DBE shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of registration with the DIR required of the DBE or subcontractor has been provided to and accepted by the District.

### **G. Form of Agreement**

The selected DBE must be able to execute the District's standard form of Design-Build Agreement ("Agreement") attached to this RFP/GMP as **Appendix C**. The Fixed Price/GMP amount for the design and construction will be the basis of compensation in the Agreement.

### **H. Indemnity**

Respondents must acknowledge that they have reviewed the District's indemnity provision set forth in the Agreement and must agree to the indemnity provision 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 indemnity provision.

### **I. Insurance and Bonding Requirements**

The District has elected to implement an Owner Controlled Insurance Program ("OCIP") under the Statewide Educational Wrap-Up Program ("SEWUP"). The SEWUP Joint Powers Authority ("JPA") will be providing the OCIP on behalf of the District. The OCIP will be primary to other valid and collectable insurance for the District and enrolled parties in the program. The SEWUP JPA will provide Workers' Compensation, Employer's Liability, General & Excess Liability, Contractor's Pollution Liability, and Builder's Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site. The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in the contract documents. Contractors shall remove from its proposal any and all cost of insurance as it relates to coverages provided under the OCIP and similarly your subcontractors shall also remove any and all cost of insurance as it relates to coverages provided under the OCIP. Therefore, the DBE will be required to meet at least the following insurance coverages:

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

On the forms attached hereto to this RFP/GMP in Appendix C-1, the DBE shall provide Payment and Performance Bonds (100% of Agreement Price), prior to the Notice to Proceed.

## **V. FULL OPPORTUNITY**

The District hereby affirmatively ensures and encourages that 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 RFP/GMP 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 the Agreement.

## **VI. LIMITATIONS**

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

The District makes no representation that participation in this RFP/GMP process will lead to an award of an Agreement or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP/GMP.

Proposals and any other supporting materials submitted to the District in response to this RFP/GMP 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, Proposals 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 Proposal.

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

From the period beginning on the date of the issuance of this RFP/GMP and ending on the date of the award of the Agreement, no person, or entity submitting in response to this RFP/GMP, 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 RFP/GMP, the evaluation or selection process/or the award of the Agreement 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 Proposal.

## **VIII. NOT USED**



## **IX. PROPOSAL REQUIREMENTS**

### **A. Format**

Material must be in 8½ x 11 inch format with font no less than 11 point font size. The Proposals 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.) Four (4) bound copies, one (1) unbound copy, and one (1) electronic copy (on USB stick) of the Proposal shall be submitted. Each Proposal shall not contain more than forty-five (45) single-sided pages, excluding front and back covers, tabs, and allowed Appendix content. Each double-sided page is counted as two single-sided pages. 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:

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

### **B. General Overview**

Each Proposal shall include a description of the type, technical experience, backgrounds, qualifications and expertise of Respondent. The description shall show that the Respondent possesses the skills and professional experience to perform the functions of the Project and fulfill the goals and vision of the District for the Project. Proposals 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 professional design services, construction scheduling, staging, and logistics based on timelines and information provided by the District in this RFP/GMP and at the mandatory confidential informational meeting and site walk. 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 Proposal:

#### **1. Executive Summary (maximum 1 page)**

An overview of the entire Proposal with a description of the general approach and/or methodology Respondent will use to meet the goals and fulfill the general functions as set forth in this RFP/GMP.

#### **2. Table of Contents**

A complete and clear listing of the headings and pages to allow easy reference to key information.

### 3. Cover Letter (maximum 1 page)

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.
- Fax number.
- Email address.
- Identification of team members.
- License number for Respondent's design professional in general responsible charge.
- Contractors State License Board ("CSLB") license classification and number and Public Works Contractor Registration number on file with the DIR for Respondent's general contractor.
- Identification of the individual(s) authorized to speak for Respondent during the evaluation process.
- The following statement:

"[RESPONDENT'S NAME] received a copy of the District's Design-Build Agreement ("Agreement") attached to this RFP/GMP as **Appendix C**, and also Appendix C-1 to the RFP/GMP. [RESPONDENT'S NAME] has reviewed the indemnity provisions, bonding requirements, and insurance requirements contained in the Agreement, and Appendix C-1. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to these provisions, or to the use of the Agreement."

- Certification 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.
- Statement that Respondent is proposing with the same membership of the design-build entity or design-build team identified in Respondent's Statement of Qualifications ("SOQ") submitted in response to the RFQ for this Project
- Verification that all information in Respondent's SOQ submitted in response to the RFQ for this Project remains accurate or, if any information has subsequently become inaccurate, identify the inaccuracy and its cause in the cover letter and provide updated, accurate information. (Appendix may be used to provide complete

documentation/information for this purpose, if needed, and will not count toward the page limit.)

- Statement that Respondent acknowledges and confirms that it will be willing and able to perform all of the services described in Section IV.C. – Scope of Work of this RFP/GMP.

#### **4. Proposed Project Team and Expertise**

- Include an organizational chart of Respondent. If Respondent is proposing as a design-build team the chart must identify, at a minimum, all members and their roles.
- Describe the proposed Project team, including design professional in general responsible charge, general contractor, and key subconsultants. Provide resumes for up to six (6) key personnel and explain what each will bring to the Project.
- Demonstrate how the proposed Project team will communicate, collaborate, and work together and with the District.
- Summarize Respondent's design and construction experience as relevant to this Project. Emphasize work on similar M&O/Corporation Yard projects, accounting for the facility type, features, size, contract value, complexity, and schedule of this Project.
- Explain how the proposed Project team's collective expertise will translate into a better value for the District.

#### **5. Method and Strategic Plan**

Detailed discussion of Respondent's method and strategic plan for carrying out the Project, including:

- The technical and managerial approach to 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.
- Design capabilities and description of professional services to be provided by Respondent.
- Construction means and methods Respondent intends to utilize on the Project.

#### **6. Pre-Engineered/Fabricated Steel Building**

Identify and discuss Respondent's proposed pre-engineered/fabricated steel building system installer and vendor. Provide relevant information on the pre-engineered/fabricated steel building system installer and vendor, including use on other projects, appropriateness of the system for this Project.

Designate pre-engineered/fabricated steel subcontractor, if any, using the Designated Pre-Engineered/Fabricated Steel Building Subcontractors List (**Appendix E**). Describe

subcontractor's experience with pre-engineered/fabricated steel building construction projects.

## **7. Schedule**

Develop and provide a preliminary project schedule for all phases of design, permitting and construction of the Project through completion, including specific milestones. Identify any schedule challenges and describe Respondent's plan for addressing the same.

## **8. Fixed Price Proposal/GMP Pricing Structure**

Submit a detailed Fixed Price Proposal/GMP in a separate sealed envelope. Fixed Price Proposal/GMP should, at a minimum, address separately each of the following:

1. Design Costs – costs and method of calculation for architectural and engineering services for all local jurisdictional agency plan approvals, utility service provider approvals (permit costs to be paid by the District).
2. Construction Fee – fee for construction, which includes profit and office overhead.
3. Allowances - provide Allowance(s) within the Fixed Price/GMP amount that are to be fully described on an item-by-item basis.
4. General Conditions Cost – comprehensive list of what is included for the job site general conditions (including all personnel billed to the project), and monthly value of the general conditions.
5. Bonds and Insurance – costs for all bonds and insurance, and provide amount of cost deducts for the General Contractor OCIP coverages.
6. Mark-Up – if applicable, additional mark-up on Trade Partner, and subcontractor prices.
7. Other Items – If applicable, provide other items and associated costs.

## **9. Insurance**

The District has elected to implement an Owner Controlled Insurance Program ("OCIP") under the Statewide Educational Wrap-Up Program ("SEWUP"). The SEWUP Joint Powers Authority ("JPA") will be providing the OCIP on behalf of the District. The OCIP will be primary to other valid and collectable insurance for the District and enrolled parties in the program. The SEWUP JPA will provide Workers' Compensation, Employer's Liability, General & Excess Liability, Contractor's Pollution Liability, and Builder's Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site. The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in the contract documents. Contractors shall remove from its proposal any and all cost of insurance as it relates to coverages provided under the OCIP and similarly your subcontractors shall also remove any and all cost of insurance as it relates to coverages provided under the OCIP.

Respondent shall include current Insurance Certificates demonstrating that it can meet the required minimum insurances coverages necessary to enroll the DBE an all of its Trade Partners, and subcontractors in the District's OCIP, in accordance with Section IV.I.

#### **10. Comments to Form of Agreement**

Respondents must thoroughly review the Agreement attached to this RFP/GMP as **Appendix C** 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 the change with specific alternate language. If selected, Respondent will be precluded from negotiating changes that have not been identified in its RFP/GMP Packet. The District will review, but is not obligated to accept, any proposed changes.

#### **11. Certifications**

Provide executed Non-Collusion Declaration (**Appendix D-1**) and executed Iran Contracting Act Certification. (**Appendix D-2.**)

#### **12. Appendix**

May include:

- Updating/correction of information from SOQ, if needed.
- Letter from insurance company.
- Resumes of subconsultants, if any.
- Proposed Preliminary Design Concept Drawings, including but not limited to: civil and site architectural, floor and roof, details, sections, metal building, and exterior elevations.

**X. SELECTION CRITERIA AND PROCEDURES**

**A. Best Value Methodology**

Responsive Proposals will be evaluated under the following factors and weights:

<b>FACTOR</b>	<b>DESCRIPTION</b>	<b>WEIGHT</b>
<b>Fixed Price/Fees</b>	Fixed Price Proposal/GMP, including design costs, construction fee, allowances, general conditions cost, bonds and insurance (including OCIP cost deducts), additional mark-up's, and other items.	40 points
<b>Technical design and construction expertise</b>	Demonstrated experience and capability with design and construction of like-projects.	10 points
<b>Pre-Engineered/ Fabricated Steel Building Installer/Manufacturer</b>	Appropriateness and suitability of proposed pre-engineered/fabricated steel building system installer and vendor for the Project.	5 points
<b>Proposed Project Team</b>	Proven track record that the proposed team has worked well together, and has the experience, training, and qualifications for the project.	10 points
<b>Schedule</b>	Proposed project schedule timeline, including design, permitting, construction, and close-out phases.	10 points
<b>Preliminary Design Concept Drawings</b>	Proposed preliminary concept drawings.	5 points
<b>Interview</b>	Team dynamics, suitability of team with the District, and overall impressions.	20 points
<b>MAXIMUM SCORE: 100 points</b>		

District staff will assign points for each factor to each Respondent. Respondents will then be ranked based on total points. A higher point total reflects a determination that Respondent's Proposal presents a better value to the District.

**B. District Investigations**

The District may consider and perform investigations of Respondents that extend beyond contacting any references identified in the Proposal and/or SOQ.

### **C. Interviews**

The District may invite Respondents to meet with District staff and consultants. Key personnel of Respondent's proposed project team will be expected to attend the interview. The interview will be an opportunity for the District to review the Proposal, qualifications, and any other matters the District deems relevant to its evaluation. Any comments or objections to the form of Agreement attached hereto as **Appendix C** may be the subject of inquiry at the interview. Respondent may be requested to provide a more detailed fee Proposal in advance of the interview.

### **D. Selection of Finalists**

Proposals shall be evaluated and the Project awarded in the following manner:

1. The District will evaluate all timely submitted Proposals for responsiveness.
2. Responsive Proposals will be evaluated and scored according to the best value methodology described above.
3. Once the evaluation is complete, responsive Proposals will be ranked based on total points.
4. The District's Governing Board will award the Agreement, if at all, to the responsible Respondent whose Proposal is determined by the District to be the best value.
5. If the selected DBE refuses or fails to execute the tendered proposed Agreement, the Governing Board may, if it deems it to be in the best interest of the District, award the Agreement to the Respondent with the second highest best value score. If the second selected DBE refuses or fails to execute the tendered proposed Agreement, the Governing Board may, if it deems it to be in the best interest of the District, award the instrument to the Respondent with the third highest best value score.
6. Notwithstanding any other law, upon issuance of an Agreement award, the District shall publicly announce its award, identifying the DBE to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's Agreement award and the Agreement file shall provide sufficient information to satisfy an external audit.

## **XI. FINAL DETERMINATION**

The District reserves the right to contract with any entity responding to this RFP/GMP for all or any portion of the work described herein, to reject any Proposal as nonresponsive, and/or not to contract with any firm for the services described herein. The District makes no representation that participation in the RFP/GMP process will lead to an award of an Agreement 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 Proposal in response to this RFP/GMP.

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 an Agreement for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFP/GMP.

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



## **APPENDIX A**

### **PROJECT DESCRIPTION**

This project consists of the design-build construction of a new Maintenance & Operations Building for Lodi Unified School District in Lodi, CA. It is sited at the District's newly acquired property along Guild Avenue and the future Lime Street (not yet constructed). The site is an existing undeveloped site (currently used for agricultural purposes) of 14.08 acres. The proposed project includes a new pre-engineered/manufactured steel building with a minimum of 36,000 GSF. The site development work includes a new entry driveway at Guild Ave at the southwest corner of the site with a new access drive leading to the new building, including driveways and parking, site walls and fencing and all required water, fire water, sewer, storm drain, gas, power, communication, voice/data, and other required supporting utilities. Coordination to obtain all local jurisdictional agency plan approvals and permitting is required, but fees/permit costs will be paid for by the District. Refer to the conceptual site plan included for the proposed configuration and site features Appendix C. The remaining area identified on the site plan is for future development by the District. The DBE shall be responsible for both on-site and off-site improvements as required for the development, including the extension of both wet and dry utilities from the public right-of-way to the project, as well as planned improvements to the right-of-way including new sidewalk along the full extent of the property's frontage along Guild Avenue.

The expected cost range for design and construction is between \$16,800,000 and \$17,500,000.

The expected Agency Approval/Permit required date is September 30, 2019; and the expected Construction Completion date is July 31, 2020.

**APPENDIX B**

**CRITERIA DOCUMENTS**

*(Included Under Separate Cover)*

**APPENDIX B-1**

**CRITERIA DRAWINGS**

*(Included Under Separate Cover)*

**APPENDIX C**

**FORM OF AGREEMENT**

*(Included Under Separate Cover)*

**Appendix C-1**

**CONTRACT DOCUMENTS**

*(Included Under Separate Cover)*

**APPENDIX D-1**

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

The undersigned declares:

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid 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, 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 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.

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: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

## **APPENDIX D-2**

### **IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code section 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

## **APPENDIX E**

### **Designated Pre-Engineered/Fabricated Steel Building Subcontractors List**

Use the form below for all currently known and designated pre-engineered/ fabricated steel building subcontractor(s) for the Project.

Respondent acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Respondent in or about the construction of the pre-engineered/ fabricated scope for the Project.

Respondent acknowledges and agrees that designating subcontractor(s) below does not excuse Respondent from complying with the bidding requirements of Education Code section 17250.35 in procuring subcontractors who will perform work or labor or render service to Respondent in connection with the construction of the Project in an amount in excess of One-Half of One Percent (0.5%) of the price allocable to construction work.

Respondent acknowledges and agrees that by designating subcontractor(s) below, those subcontractor(s) shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code.

Respondent acknowledges and agrees that if, during preconstruction services, Respondent and the District concur that the work requires additional subcontractors, then all additional subcontractors shall be procured in accordance with Education Code section 17250.35 and the terms of the Contract Documents.

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: Pre-Engineered/Fabricated Steel Building

END OF DOCUMENT



**APPENDIX F**

**GEOTECHNICAL ENGINEERING REPORT**

*(Included Under Separate Cover)*

**APPENDIX G**

**PRE-PROPOSAL OCIP DOCUMENT**

*(Included Under Separate Cover)*