



**REQUEST TO PREQUALIFY, FOR STATEMENT OF QUALIFICATIONS,
AND FOR SEALED PROPOSALS FOR PRECONSTRUCTION AND
CONSTRUCTION SERVICES (LEASE LEASEBACK)
FOR
NEW DEL SOL HIGH SCHOOL**

RFQ/P # 631

RFQ/P Due Date: October 8th, 2020 on or before 2:00PM

Electronic Submittal to: deanna.rantz@oxnardunion.org

**Deanna Rantz, Director of Purchasing
Oxnard Union High School District
309 South K Street, Building G
Purchasing Department
Oxnard, CA 93030**

NOTICE INVITING QUALIFICATIONS and PROPOSALS #631
For
PRECONSTRUCTION and CONSTRUCTION SERVICES for NEW DEL SOL HIGH SCHOOL

Request for Qualifications (“RFQ”)/Request for Proposals (“RFP”): The Oxnard Union High School District (“District”) is requesting submission of the following.

- A prequalification application (“**Prequalification Application**”), if Contractor is not currently prequalified with the District; and
- A statement of qualifications (“**SOQ**”); and
- A proposal (“**Proposal**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Contractor**” or “**Firm**”) to perform preliminary and construction services for the **Del Sol High School Project**, (“**Project**”) as described in **Attachment 1 (“Project Description”)** of the RFQ/P document, pursuant to a Lease Leaseback structure in accordance with Education Code section 17406.
- Total Estimated Project Cost: \$180,000,000.00 to \$190,000,000.00
- Total Estimated Contract Time: **30 months, PLUS 2 Months for Preconstruction Services**

Contractors that intend to submit a response (“**Response**”) to this RFQ/P must:

- Hold a Class B Contractors License which is current, valid, and in good standing with the California Contractors State License Board;
- Prequalify through the District’s prequalification process at least **15 days before proposals are due**. Prequalification applications can be accessed at <https://www.oxnardunion.org/purchasing-warehousing/>;
- Register as a public works contractor with the department of Industrial Relations;
- **Have completed at least two (2) Lease Leaseback projects with an original contract value of \$50,000,000 or more during the past ten (10) years and at least two (2) Educational Project contracts with an original contract value of \$60,000,000 or more during the past five (5) years.**

Mandatory Pre-Response Meeting: A Pre-Response meeting to address the RFQ/P will be held at **9:00 A.M. on September 3rd, 2020, at North West Corner of Rose Avenue and Camino Del Sol, Oxnard, California.** The District and Representatives (Bernards) anticipates this meeting will last 1 hour but will continue the meeting until the District determines that it has answered all substantive questions. All participants are required to sign in. **Failure to attend or tardiness will render the Contractor ineligible to submit a Response.**

Project Labor Agreement: The Project is subject to the District’s Project Labor Agreement (“PLA”) (Exhibit L in RFQ/P document, to Master Facilities Lease, attached as a portion of **Attachment 5**). The PLA provides that as a condition of award of contract, the Contractor will agree to be bound by the terms and conditions of the PLA relating to, among other things, hiring practices, wage and rate benefits, union representation, union recognition, hours of work, overtime shifts, holidays, grievances, disputes, safety and working conditions. The PLA also provides that there will be no strikes, labor shutdown or slowdown, and no lockout. The Contractor and all Subcontractors are required to agree to be bound by the terms and conditions of the PLA.

Responses: Interested Contractors are invited to submit a Response as described below.

- **Prequalification Applications must be completed through Quality Bidders** by the date indicated in the RFQ/P Schedule at the website address noted above. The District highly recommends all Contractors complete the Prequalification Application as soon as possible to expedite Quality Bidders’ evaluation.
- **SOQ/Proposals must be received** by the date indicated in the RFQ/P Schedule, with one (1) **Electronic** emailed copy on or before the designated date and time to: Deanna Rantz at deanna.rantz@oxnardunion.org; – Director of Purchasing, Oxnard Union High School District: 309 South K Street, Building G, Purchasing Department, Oxnard, CA 93030.

The District reserves the right to waive any immaterial irregularities or informalities in any Response or in this RFQ/P process.

Questions: Questions regarding this RFQ/P must be **in writing** and directed only via email to Deanna Rantz at deanna.rantz@oxnardunion.org; Subject line of email to reference “RFQ/P New Del Sol High School Question”.

Contractors are directed to **not** contact any other person regarding this RFQ/P. Contractors are directed not to call the Director of Purchasing with verbal questions.

RFQ/P Questions/Addenda: If the District issues addenda to this RFQ/P, Contractors are solely responsible for and must acknowledge receipt of addenda in the Contractor’s SOQ / Proposal. Responses to the questions received, along with any addenda to this RFQ/P will be posted to the District website at <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/>. It is the sole responsibility of each proposing firm to access the addenda and any responses to questions from the FIP website and to frequently check the District website for updates. If you are unable to access the FIP website, please contact Deanna Rantz at the email address listed above. Failure to acknowledge and respond to any addenda issued by the District may, in the District’s sole discretion, render the Contractor’s SOQ/Proposal to be deemed non-responsive and may be rejected.

RFQ/P Schedule: The District has set the following RFQ/P Schedule that all Contractors must adhere to. The District reserves the right to modify this RFQ/P Schedule and will issue an addendum if it modifies this RFQ/P Schedule.

First Advertisement of District Issued RFQ/P	08/16/20
Second Advertisement of District Issued RFQ/P	08/23/20
Pre-Response Meeting (Mandatory)	09/3/20 @ 9:00 A.M.
Deadline for Contractors to submit questions regarding this RFQ/P	09/10/20 no later than 3:00 P.M.
District to respond to Contractors’ questions regarding this RFQ/P	09/17/2020
Deadline for Contractors to complete and submit Prequalification Applications through Quality Bidders (if not already prequalified with the District)	09/24/2020
District to issue Final Addendum	09/28/2020
District to issue listing of Pre-Qualified Contractors (Step 1)	09/28/2020
Deadline for Contractors to submit SOQ/Proposal	10/8/2020 no later than 2:00 P.M.
District to issue list of Contractors qualified after (Step 2)	10/15/2020
District to interview qualified Contractors (Step 3)	10/22/2020
Board Award for Preconstruction Services	10/28/2020
Notice to Proceed for Preconstruction Services	11/01/2020
GMP and PLA Negotiation Period	11/03/2020 Thru 01/14/2021
Board Award for Construction Services Contract	01/27/2021
Notice to Proceed for Construction Services	01/29/2021
Contract Issuance	02/03/2021

This RFQ/P is not a formal request for bids or an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to reject any and all Proposals and to act as the sole judge as to the merit of the qualifications and proposals offered. The District also reserves the right to amend this RFQ/P as necessary. All Proposals and attachments submitted to the District in response to this RFQ/P shall remain property of the District.

Publication dates: 8/16/2020 & 8/23/2020

GENERAL INFORMATION

Thank you for your interest in working with the **Oxnard Union High School District**.

1. General Information

Special Notation: District's Representative (Bernards) is the designated Project Management Firm for oversight, negotiations and contract compliance.

- 1.1. Construction Services:** The District invites qualified Contractors to submit a Response related to its ability to provide Services, as more fully indicated herein. Contractors must have extensive experience with the Office of Public School Construction ("OPSC"), the Uniform Building Code ("UBC"), Title 24 of the California Code of Regulations, and the Division of the State Architect ("DSA"). Contractors must have extensive experience in the construction of public school facilities and successfully working with public school district representatives, architects, contractors, and other school facility related consultants, and establishing project scope, project budgets, and bidding procedures under both the Public Contract Code's formal bidding process and under alternative construction delivery methods.
- 1.2. Lease Leaseback Structure:** The Project may be funded from various sources, and any agreement reached will conform to the statutory framework for the Lease Leaseback delivery method. (Education Code sections 17406, et seq.) The Contractor will be responsible for financing a portion of the construction of the Project. During construction, the District shall pay tenant improvement payments. Once the Project is complete, the Contractor shall lease the completed facilities back to the District for a pre-determined monthly lease payment amount and lease period. Subject to District's purchase option.
- 1.3. Skilled and Trained Workforce:** The successful Contractor and its Subcontractors of every tier shall use a skilled and trained workforce at minimum percentages, as defined in Public Contract Code section 2601, and required by Education Code section 17407.5, to perform all Work on the Project that falls within an apprenticeable occupation in the building and construction trades which is satisfied by the contractor's and subcontractor's agreement to be bound by the project labor agreement.
- 1.4. Scope of Services:** The selected Contractor for the Project must be willing and able to, in good faith, propose to construct the Project listed in **Attachment 1 ("Services")**, including the subcontractor procurement process that all Contractors are required to follow pursuant to Education Code section 17406(a)(4). District will negotiate Project pricing with Contractors prior to final GMP contract award.

2. Prequalification

- 2.1. Contractor Prequalification:** Unless already prequalified with the District, Contractors must submit by the date indicated in this RFQ/P (at least 15 business days prior to the published date of receipt of Proposals), a Prequalification Application ("**Prequalification Application**") in accordance with Public Contract Code section 20111.6. The District has contracted with "Quality Bidders." Contractors must complete and submit an on-line Prequalification Application found at <https://www.oxnardunion.org/purchasing-warehousing/> by the date indicated in the Notice Inviting Qualifications and Proposals. The District maintains a list of all prequalified contractors on its website at <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/> under the procurement section.
- 2.2. Subcontractor Prequalification:** Pursuant to Public Contract Code section 20111.6, all first tier mechanical, electrical, and plumbing subcontractors (contractors holding C-4, C-7, C-10, C-16, C-

20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses), regardless of the value of the work, must be prequalified as set forth therein. Those subcontractors must also be prequalified through Quality Bidders.

3. Contractor's Response

The Contractor's **Electronic Response** must be concise, well-organized, and consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. The Contractor's SOQ shall **be no longer than fifty (50) pages**, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below. Each Contractor's SOQ must demonstrate Contractor's qualifications, and shall include the following items and information:

- 3.1. Letter of Interest:** A dated Letter of Interest must be submitted, including the legal name of the Contractor, address, telephone, emails, and the name, title, and signature of the person authorized to submit the SOQ on behalf of the Contractor. The Letter of Interest should provide a brief statement of the Contractor's experience indicating the unique background and qualities of the Contractor, its personnel, and what will make the Contractor a good fit for work in the District.
- 3.2. Conflicts of Interest:** The proposing entity must affirmatively state that there are no known conflicts of interest or must disclose any potential conflict of interest involving any District employee, consultant, or member of the Board of Education. Subsequent discovery of an undisclosed actual conflict of interest shall be adequate ground for the District to reject this response or to terminate the agreement for cause. By submitting a response, the submitting entity consents to termination for cause in the event that an undisclosed actual conflict of interest is discovered. ***Failure to include this statement in the cover letter will be grounds for immediate disqualification of the submitting entity without consideration of its submittal.***
- 3.3. Table of Contents:** A table of contents of the material contained in the SOQ must follow the letter of interest.
- 3.4. Executive Summary:** An executive summary that outlines the Contractor's philosophy, along with a brief summary of the Contractor's qualifications.
- 3.5. Proposed Personnel/Contractor Team:** Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate each person's availability to provide the Services and time/years with Firm/Contractor. Provide the resumes of key personnel for each of the listed Subcontractors in your Proposal. Define the role of each person and outline his or her individual experience and responsibilities for the designated work.
- 3.6. Budget:** Discuss the Contractor's ability to manage costs and stay within budgets on comparable Lease Leaseback projects, including budgeted and utilized contractor and owner contingencies.
- 3.7. Schedule:** Discuss the Contractor's ability to prepare and meet achievable construction schedules for Lease Leaseback projects, Contractor's schedule management procedures, and how the Contractor has successfully handled potential delays. Outline the sequence of work that the Contractor will use to tackle this project.
- 3.8. Contractor's Approach to Work:** Describe the Contractor's ideas and thoughts about how the various elements of the project will be constructed. Describe how the Contractor intends to work with the District's representatives, design professionals, project inspector, subcontractors, and other Project participants to develop management techniques and responses related to the

Project. Further information on how to respond to this item and images of the proposed project are contained in **Attachment 6**

- 3.9. Contractor's Experience:** Describe the Contractor's experience performing projects pursuant to a Lease Leaseback structure. In addition, the Contractor must provide the information requested on **Attachment 3** for the **10 most recent projects Contractor has completed. Your firm must have completed at least two (2) Lease Leaseback projects with an original contract value of \$50,000,000 or more during the past ten (10) years and at least two (2) Educational Project contracts with a value of \$60,000,000 or more during the past five (5) years.**
- 3.10. Ability to Perform Preconstruction Services:** **Attachment 2** attached hereto includes a scope of work for Preconstruction Services. Describe the Contractor's ability and past experience performing those Preconstruction Services.
- 3.11. Cost Savings / Value Engineering:** The District is seeking a Contractor that has direct experience and/or can demonstrate an aptitude to "value engineer" or analyze a project's plans, components, and features, and find more efficient and cost-effective methods or alternatives. Describe your Firm's experience in recommending and implementing project cost savings/value engineering.
- 3.12. Contractor's Current Work Commitments/Project Limitations:**
- 3.12.1. Specify the current and projected workload of Contractor. If applicable, provide a statement of all recent, current, or anticipated contractual obligations that relate in any way to similar work for the District that may have a potential to impede Contractor's ability to provide the Services described herein to the District.
- 3.12.2. Indicate Contractor's limitations or restrictions related to the size of project that Contractor can contract for and can effectively perform. Provide a current letter from Contractor's Surety confirming ability to provide required bonding for this project and bonding capacity.
- 3.13. Contractor's Experience with Skilled and Trained Workforce Requirements:** Describe Contractor's experience complying with the skilled and trained workforce requirements as provided in Public Contract Code section 2600, et seq. Include a description of any disputes or claims arising out of the Contractor's compliance/non-compliance with skilled and trained workforce requirements. **Form: Contractor must include with its Response a copy of the form that it and its Subcontractors proposes to use to demonstrate compliance with the skilled and trained workforce requirements.**
- 3.14. Additional Data:** Provide additional information about the Contractor as it may relate to Contractor's SOQ.
- 3.15. Professional Development:** Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Contractor's qualifications and expertise
- 3.16. Local Outreach:** Describe the Contractor's knowledge and understanding of the local environment and Contractor's local presence. Describe Contractor's plans for providing local businesses and/or local trade contractors opportunities to participate in the Project.
- 3.17. Environmental:** Describe the Contractor's experience and ability to ensure that it can perform its construction activities in an environmentally responsible manner. Also describe the Contractor's experience in constructing either CHPS and/or LEED certified buildings.

- 3.18. Form of Agreement:** If a Contractor has any comments or objections to the Agreement attached as hereto as **Attachment 5** to this RFQ/P, it shall provide those comments or objections in its Response. **PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement if they are not submitted at or before the time the Response is due.**

4. Cost Proposal

- 4.1. Preconstruction Services:** State what Firm will charge to provide the Preconstruction Services as identified in **Attachment No. 2** to this RFQ/P for specific sums for identified tasks. Provide a total charge for the Preconstruction Services based on anticipated hours of work, etc.

Total of Contractor's Charges for Preconstruction Services (must be the sum of the following categories of Preconstruction Services)	\$ _____
General Services – 1.1	\$ _____
Thoroughly Review and Comment on DSA approved drawings, noting cost savings and alternates to be applied as value engineering.	\$ _____
Value Engineering – 1.2.1.5	\$ _____
Constructability Review – 1.2.1.6	\$ _____
Confirm Modifications to Design Drawings – 1.2.2	\$ _____
Review of Budget for Project Costs -- 1.3	\$ _____
Construction Schedule and Phasing Plan – 1.4	\$ _____
Construction Planning and Bidding – 1.5	\$ _____

- 4.2. General Conditions:** Provide as a **full Project lump sum amount**, Firm's total proposed charge for its General Conditions in its performance of the Work of the Project. Upon District request, Contractor shall provide the fully detailed and itemized list describing all elements of the proposed General Conditions. Do **not** list the General Conditions as a percentage of Project costs.

Total of Contractor's General Conditions in its performance of the Work.	\$ _____
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- 4.3. Other Construction Charges:** Utilizing the following table, provide the Firm's charges for the following items.

Overhead (as a percentage of hard construction costs of \$160,000,000)	
Fee / profit (as a percentage of hard construction costs of \$160,000,000)	%
Insurance cost (as a percentage of hard construction costs of \$160,000,000)	%
Bond cost (as a percentage of hard construction costs of \$160,000,000)	%
Mark-up on Subcontractor work – Estimated Value \$	%
Mark-up on Self Performed work – Estimated Value \$	%

- 4.4. **Amount of Interest on Lease Payments:** Provide as a **numeric amount (not as a percentage)**, Firm's proposed amount of interest for the Lease Payments.

Amount of Interest on Lease Payments.	\$ _____
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5. **District's Evaluation / Best Value Selection Process:** The Contractor will be selected based on the "best value" as determined by the District based on the following factors.

- 5.1. **Scoring:** The following table indicates how the District will score steps 1 – 4. The scoring and criteria for all steps are included in **Attachment 4** to this RFQ/P. Only Firms that receive the minimum qualification points as required at each step will move to the next step.

STEP 1: Prequalification	Only Contractors that are prequalified by the District will proceed to STEP 2.
STEP 2a: Scoring of SOQ	Total maximum possible points is 360.
STEP 2b: Scoring of References	Total maximum possible points is 145.
	Minimum qualification points required in STEP 2 COMBINED for Firms to proceed to STEP 3: <u>379</u>
	The District will interview only those Firms that have the required minimum score after STEP 2.
STEP 3: Scoring of Interviews	Total maximum possible points is 600.
	Minimum qualification points required in STEP 3 to be considered for the Project: <u>450</u>
	The District will score cost proposals for only those Firms that have the required minimum score after STEP 3.
STEP 4: Scoring of Cost Proposals	Total maximum possible points is 250.
	Minimum qualification points required in STEP 4 to be considered for the Project: <u>188</u>

- 5.2. **Notification:** The District will notify Firms of their status after each Step. Firms that do not receive the required minimum qualification points from any step in the process, may request in writing a debriefing, which will be restricted to no more than two (2) persons from the Firm to have a discussion with the District staff regarding that Firm's Response. All debriefings will take place after award and contract execution via a conference call or an in-person meeting, at the District's sole discretion.
- 5.3. The District and Representatives (Bernards) shall evaluate the Responses and shall assign a best value score to each Response. Once the evaluation is complete, the District will rank all responsive SOQs/Proposals from the highest best value to the lowest best value to the District.
- 5.4. If the District and Representatives (Bernards) are unable to successfully negotiate with the Contractor that submitted the Response with the highest best value to the District a satisfactory

agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the next Contractor that it believes offers the next best value, in sequence, until an agreement is reached or determination is made to reject all submittals.

- 5.5. Final selection of a Contractor shall be at the sole discretion of the District's Board after recommendation from District staff and Representatives (Bernards).
- 5.6. If a commitment is made, it will be to the most qualified respondent with whom the District is able to successfully negotiate the terms and conditions of the required Agreement, in the form and content attached hereto as **Attachment 5**.
- 5.7. **Restrictions on Lobbying and Contacts:** Beginning with the date of issuance of this RFQ/P and concluding on the date of execution of the contract for this project, no person or entity submitting a response to this RFQ/P, nor any person, officer, employee, consultant, agent, or representative of the same shall through any means contact any employee of the District, any Board of Education member, any consultant for the District (including any project architect or any member of the program management team), or any member of any District-appointed committee to engage in any discussion regarding (1) this RFQ/P, (2) the selection process or (3) award of this contract. ***Any such contact shall be grounds for the immediate disqualification of the submitting entity without consideration of its response.***
- 5.8. The District reserves the right to contract with any Contractor responding to this RFQ/P for the Project, to reject any Response as non-responsive, and not to contract with any Contractor for the Services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Responses from, or to contract with, any Contractor not participating in this process. The District shall in no event be responsible for the cost of preparing any Proposal.

All Proposals will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in a Proposal that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not 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. A Contractor that indiscriminately identifies all or most of its Proposal 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 an Proposal marked "Confidential," "Proprietary," or "Trade Secret," the Contractor agrees, by submission of its Proposal, 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.

6. Agreement

- 6.1. If the District and District's Representatives (Bernards) are unable to successfully negotiate a satisfactory agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the next Contractor that it believes offers the next best value, in sequence, until an agreement is reached or determination is made to reject all submittals.
- 6.2. Final selection of a Contractor shall be at the sole discretion of the District's Board of Education after recommendation from District staff and Representatives (Bernards).
- 6.3. If a commitment is made, it will be to the most qualified respondent with whom the District is able to successfully negotiate the terms and conditions of the required Agreement, in the form and content attached hereto as **Attachment 5**.

Attachment No. 1

NEW DEL SOL HIGH PROJECT DESCRIPTION

PROJECT DESCRIPTION:

The Project consists of: (8) Buildings consisting of CMU, Structural Steel, Architectural Features, Infrastructure and Site Improvements, Concrete, Asphalt and other finishes.

- All Site Grading including Over-excavation and Compaction
- All Site Utilities Including Playfield Areas
- All Buildings Shown A, D, E, G, H, J, K, L, B, C, F, M, N, O, P, Q, R, S, T, U, V, X
- All Electrical, Fire, Plumbing, Data, Security, Gas, Sewer, Water and Storm Drain Systems
- All Architectural Site Concrete, Structures, Asphalt, Curbing, Striping
- All Site Fencing, Gates and Supporting Infrastructure
- Off-site Improvement (B) type permit work which includes street improvement, traffic signal installation and landscaping. (GC would typically provide all tie in connections for utilities at street, drive approaches, sidewalks. Not sure the decision on traffic signal and the median landscaping, that may also be included?
- Play Fields, Athletic Structures and Support Buildings
- Stadium and Surrounding Associated Structures

Exclusions:

- Purchase, Hauling and Soils Management of Site Fill Soils
- Off-site Improvement (B) type permit work which includes street improvement, traffic signal installation and landscaping.

Construction Scheduled to begin in early 2021 and complete Fall 2023

Attachment No. 2

PRECONSTRUCTION SERVICES

TERMS AND CONDITIONS FOR PRECONSTRUCTION SERVICES

1. **Scope of Contractor's Preconstruction Services:** Contractor agrees to perform the services described herein and as may be agreed to by the Parties by written Amendment. Contractor shall perform management and coordination services, plan and specification constructability reviews, value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the Project, including but not limited to the following described services ("Preconstruction Services").

1.1. General Services

- 1.1.1. Contractor shall attend any required meetings coordination meetings between the Architect, the District, District site personnel, project managers (Bernards) and any other applicable consultants to the District as required to discuss the Project, including budget, scope and schedule.
- 1.1.2. Contractor shall attend required meetings, conferences, discussions and decisions between or among the District, Project Manager (Bernards), Architect and Contractor.
- 1.1.3. When Required; Contractor shall assist the Architect and Project Manager (Bernards) with making formal presentations to the governing Board of District concerning Project development issues.
- 1.1.4. Contractor shall prepare and update the preliminary Project schedule
- 1.1.5. Contractor shall prepare and update the components of the Guaranteed Maximum Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount. It is expected that the Contractor will obtain significant subcontractor input to the components of the GMP.
- 1.1.6. Contractor shall assist the District and Project Manager with DSA review, input, and timeframe for same.
- 1.1.7. Contractor shall provide review and comment upon geotechnical / soils investigation and reports generated for the Project, including any environmental impact report ("EIR") or other required California Environmental Quality Act ("CEQA") documents for the Project with District's CEQA consultant as Applies.
- 1.1.8. Contractor shall provide review and comment upon survey of the Project site, including all known and planned utilities.

1.2. Review of Design Documents

- 1.2.1. Contractor shall review Project design and budget with the District, Project Manager (Bernards) and the Architect.

- 1.2.1.1. Contractor shall provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery.
- 1.2.1.2. Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions.
- 1.2.1.3. Contractor shall review Project design and budget with the District, Project Manager (Bernards) and the Architect at the GMP phase and the Construction phase of the design.
- 1.2.1.4. Contractor shall assist in plan, specification and CCD review prior to submissions to the DSA.
- 1.2.1.5. **Value-engineering:** Contractor shall prepare a value-engineering report for District and Project Manager (Bernards) review and approval that:
 - 1.2.1.5.1. s areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving substantial completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);
 - 1.2.1.5.2. Provides detailed estimate for proposed value-engineering items;
 - 1.2.1.5.3. Defines methodology or approaches that maximize value; and
 - 1.2.1.5.4. Identifies design choices that can be more economically delivered.
- 1.2.1.6. **Constructability Review:** Contractor shall prepare a detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans and specifications from the District that:
 - 1.2.1.6.1. Ensures construction documents are well coordinated and reviewed for errors;
 - 1.2.1.6.2. Identifies to the extent known, construction deficiencies and areas of concern;
 - 1.2.1.6.3. Back-checks design drawings and specifications for inclusion of modifications;
 - 1.2.1.6.4. Provides the District with written confirmation that:
 - 1.2.1.6.4.1. Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards; and
 - 1.2.1.6.4.2. Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

1.3. Budget of Project Costs

- 1.3.1. Contractor shall update and refine the Project budget based on the most recent set of design documents. Contractor shall also advise the District and the Architect if it appears that the total construction costs may exceed the Project budget established by the District and shall make recommendations for corrective action. Contractor will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.
- 1.3.2. In each update to the GMP, Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. The GMP shall include, at a minimum, the following information divided into at least the following categories:
 - 1.3.2.1. Overhead and profit;
 - 1.3.2.2. Supervision;
 - 1.3.2.3. General conditions;
 - 1.3.2.4. Layout & mobilization (not more than 1%);
 - 1.3.2.5. Submittals, samples, shop drawings (not more than 3%);
 - 1.3.2.6. Bonds and insurance (not more than 2%);
 - 1.3.2.7. Close-out documentation (not less than 3%);
 - 1.3.2.8. Grading and Site utilities;
 - 1.3.2.9. Installation;
 - 1.3.2.10. Rough-in;
 - 1.3.2.11. Finishes;
 - 1.3.2.12. Testing;
 - 1.3.2.13. Punchlist and acceptance.

Contractor shall indicate its willingness and ability to enter into the Contract Documents to construct the Project for at or below that Guaranteed Project Cost, excluding unforeseen conditions or District-requested changes. This commitment will be a component of the Contract Documents.

1.4. Construction Schedule and Phasing Plan

Contractor shall prepare a construction schedule to guide the District, design and management team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and estimating. Contractor shall also prepare a fully cost-loaded, resource loaded construction schedule for the Project detailing the phasing and construction activities, including the Preconstruction Services.

Contractor shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

1.5. Construction Planning and Bidding

- 1.5.1. Contractor shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Contractor's subcontractors.

- 1.5.2. Contractor shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to being able to accurately compare subcontractor pricing and eliminating change order requests by the Architect or subcontractors.
- 1.5.3. Contractor shall conduct pre-bid conferences. Contractor shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.
- 1.5.4. Contractor shall prepare appropriate subcontractor bid packages within two (2) weeks of Notice to Proceed with Pre-Construction Services.
- 1.5.5. Contractor shall complete the buy-out of all the subcontract work within ten (8) weeks of the Notice to Proceed for Construction Services, and using the General Construction Provisions markups provided to the District through the RFQ/P or as negotiated with the District, produce the Guaranteed Maximum Price (“GMP”) for the Project.
- 1.5.6. Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for tenant improvement payments during construction. This GMP shall include, at a minimum, the following information divided into at least the following categories:
 - 1.5.6.1. Overhead and profit (as provided in the RFQ/P or as negotiated with the District);
 - 1.5.6.2. Supervision (as provided in the RFQ/P or as negotiated with the District);
 - 1.5.6.3. General conditions (as provided in the RFQ/P or as negotiated with the District);
 - 1.5.6.4. Layout & mobilization (not to exceed 1%);
 - 1.5.6.5. Submittals, samples, shop drawings (not to exceed 3%);
 - 1.5.6.6. Bonds and insurance (as provided in the RFQ/P, not to exceed 2%);
 - 1.5.6.7. Close-out documentation (not to exceed 3%);
 - 1.5.6.8. Construction of the building broken down into its component parts; and
 - 1.5.6.9. Punchlist and Project acceptance.

Contractor shall indicate its willingness and ability to enter into the Contract Documents to construct the Project for at or below that GMP, excluding unforeseen conditions or District requested changes. This commitment will be a component of the Contract Documents.

~~1.6. Abatement and Demolition~~

- ~~1.6.1 Contractor shall perform all abatement and dispose of the materials in a manner necessary to comply with the provisions and requirements of the abatement report and provide the required documentation.~~

~~1.7. Temporary Shoring~~

- ~~1.7.1. Contractor, using the services of a licensed structural engineer, shall prepare and deliver to the Architect shop drawings and other submittals as may be required depicting the temporary shoring required to excavate and grade to form the platforms for the Gym Building structure.~~
- ~~1.7.2. Upon the Architect’s acceptance of the shop drawings and submittals for the temporary~~

~~shoring, Contractor shall construct and install the shoring required to complete all bulk earthworks to finished rough grade of the Gym Building and complete the removal of that bulk earthworks, in accordance with a schedule as determined by the District.~~

~~1.7.3. **General Construction Provisions:** In addition to these Terms and Conditions, the Temporary Shoring and services described in Section 1.7 herein shall be performed and provided in accordance with the General Construction Provisions and applicable plans and specifications.~~

2. **Limited Authority:** The duties, responsibilities and limitations of authority of Contractor shall not be restricted, modified or extended without written agreement between the District and Contractor.
3. **District's Responsibilities:** The District has and shall continue to provide to Contractor information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.
4. **Termination**
 - 4.1. **Termination by District:** The services described in this Exhibit may be terminated at any time without cause by District upon fourteen (14) days written notice to Contractor. In the event of such a termination by District, the District shall pay Contractor for all undisputed services performed and expenses incurred per this Exhibit as of the date of termination, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by Contractor pursuant to this Exhibit, and expense reports up until the date of notice of termination plus any sums due Contractor for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination, consideration shall be given to both completed work and work in process that would best serve the District if a completed product was presented, as determined by the District. Under no circumstances shall Contractor be paid for profit on unperformed services.
 - 4.2. **Ownership of Records:** It is mutually agreed that all materials prepared by Contractor under this Exhibit shall become the property of the District and Contractor shall have no property right therein whatsoever. Contractor hereby assigns to District any copyrights associated with the materials prepared pursuant to this Exhibit. Immediately upon termination and upon written request, the District shall be entitled to, and Contractor shall deliver to the Contractor, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing this Exhibit (the "Termination Material") which is not Contractor privileged information, as defined by law, or Contractor's personnel information, whether such Termination Material is in draft or final form.
5. **Compensation to Contractor:** District shall pay for the Contractor's performance of the preconstruction services pursuant to the payment provisions indicated in Exhibit C to the Facilities Lease.
6. **Schedule of Preconstruction Services:** The Contractor shall submit a schedule for the performance of all Preconstruction Services within 2 weeks of the District's issuance of the Notice to Proceed, for the District's review and approval, reflecting all Preconstruction Services to be performed. The Contractor shall perform the Preconstruction Services pursuant to the schedule as approved by the District.

Attachment 3

CONTRACTOR PROJECT REFERENCES

CONTRACTOR PROJECT REFERENCES	
<ul style="list-style-type: none">• Provide the information requested below for the following projects your Firm has completed as a General Contractor:• At least two (2) of these projects must be a Lease Leaseback project with an original contract value of \$50,000,000 or more, completed within the last ten (10) years• In addition, at least two (2) educational projects with an original contract value of \$60,000,000 or more completed within the last five (5) years.• Include all information indicated below on separate sheets, and explain or clarify any response as necessary.	
Project Name/Identification:	
Project address/location:	
Project owner, contact person, telephone and email:	
Project architect name and telephone number:	
Scope of Work:	
Original completion date:	
Date completed:	
Initial contract value (as of time of contract award):	
Final contract value:	
Lease Leaseback?	
Budgeted contractor contingency: \$_____ Contractor contingency used: \$_____	
Budgeted owner contingency: \$_____ Owner contingency used: \$_____	

Attachment No.4

SCORING FOR BEST VALUE SELECTION PROCESS

STEP 1 – PREQUALIFICATION

1. Contractor must be prequalified by the District in accordance with this RFQ/RFP.

STEP 2a – SOQ SCORING

The following scoring will be used in evaluating the Firm’s responses to the following criteria, which will be determined by review of all portions of the Response, including the “Contractor’s Response” section of the RFQ/RFP and the “Contractor Project References.”

Item	Description	Maximum Qualification Points	Firm’s Qualification Points
1. District Format: Letter of Interest Table of Contents Executive Summary: 3.1; 3.2; 3.3; and 3.4	Firm has complied with the District’s requirements for formatting, including a Letter of Interest identifying the Firm with a brief statement of the Firm’s experience, personnel, potential conflicts of interest, and what will make the Firm a good fit for the Project; Table of Contents; and Executive Summary outlining the Firm’s philosophy and qualifications.	5	
2. Proposed Personnel / Contractor Team 3.5	Firm’s team members, especially team leaders, demonstrate applicable experience and expertise to perform Services for the Project.	80	
3. Budget 3.6	Firm demonstrates past experience and expertise to manage costs and stay within budget on LLB projects.	50	
4. Schedule 3.7	Firm demonstrates ability on LLB projects to prepare and meet achievable construction schedules, schedule management procedures, and successful handling of potential delays.	50	
5. Approach to Work 3.8	Firm demonstrates how it intends to work with District representatives and other Project participants and develop management techniques related to the Project requirements.	40	
6. Past Projects/Experience 3.9	Firm demonstrates experience and expertise with Lease Leaseback process and California K-14 projects.	30	
7. Ability to Perform Preconstruction Services 3.10	Firm demonstrates experience and ability to perform Preconstruction Services similar to those required for this Project.	30	
8. Cost Savings / Value Engineering 3.11	Firm demonstrates past experience and expertise to perform value engineering services for the Project.	30	
9. Current Work Commitments 3.12	Firm describes current and projected workload.	10	
10. Skilled and Trained Workforce 3.13	Firm demonstrates experience complying with skilled and trained workforce requirements.	10	
11. Additional Information 3.14	Strength of additional information provided by Firm.	10	
12. Firm Education 3.15	Firm describes its commitment to ongoing professional education.	5	

13. Local Outreach 3.16	Firm demonstrates knowledge of the local labor and business environment and plans to provide local opportunities	5	
14. Environmental 3.17	Firm demonstrates experience in working in an environmentally responsible manner	5	

STEP 2b – REFERENCES SCORING

1. Contacts references from the Firm’s response to the “**Contractor Project References**” and scores those responses.
2. Fill out the information in Section I of the Qualification Evaluation – Reference Form and then call the contact person.
3. Ask the questions in Section II of the Qualification Evaluation – Reference Form. Ensure that you obtain the information regarding whether the Firm’s performance in that area was “unsatisfactory,” “below average,” “average” or “above average.” Assign the corresponding score for each answer in Section III.
4. Complete Section III of the Qualification Evaluation – Reference Form with the information received during the call.
5. Use a separate Qualification Evaluation – Reference Form for each call.
6. Make at least three (3) complete reference calls for each Firm.
7. Enter the “Total Score for This Project” of all the Qualification Evaluation – Reference Forms for that Firm into an “Averaging” Worksheet.

Sample “Averaging” Worksheet for 3 reference calls per Firm – See next page	
“Total Score For This Project” from first call	
“Total Score For This Project” from second call	
“Total Score For This Project” from third call	
Total	
Total divided by three (÷ 3) [DIVIDE SCORE BY NUMBER OF CALLS]	
This is the score for the Firm for the References Step in the evaluation process.	

STEP 2b – REFERENCES SCORING (CONTINUED)

References – Qualification Evaluation Form

Section I - General Project Information

Name of Firm:	Total Contract Costs:
	Contract Start/End Dates:
Project Title:	Actual Completion Date:
Scope of Work:	
Name of Public Agency:	Telephone Number and Email of Contact Person:
Name of Contact Person:	Date and Time of Interview of Contact Person:
Architect Firm:	Principal Architect in Charge of Project:

Section II – Telephone Interview Questions

1. **Quality of Work:** Were there quality-related problems on the project? Were these problems attributable to the Firm? Was the Firm cooperative in trying to resolve problems? If not, provide specific examples. **Please rate the Firm with respect to quality of work as either unsatisfactory, below average, average, or above average.**

2. **Scheduling:** Rate the Firm's performance with regard to adhering to project schedules. Did the Firm meet the project schedule? If not, was the delay attributable to the Firm? **Please rate the Firm with respect to scheduling as either unsatisfactory, below average, average, or above average.**

3. **Subcontractor (Project) Management:** Rate the Firm's ability to manage and coordinate subcontractors (if no subcontractors, rate the Firm's overall project management). Was the Firm able to effectively resolve problems? If not, provide specific examples. **Please rate the Firm with respect to project management as either unsatisfactory, below average, average, or above average.**

4. **Change Orders:** Rate the Firm's performance with regard to change orders and extras. Did the Firm unreasonably claim change orders or extras? Were the Firm's prices on change orders and extras reasonable? If not, provide specific examples. **Please rate the Firm with respect to change orders as either unsatisfactory, below average, average, or above average.**

5. **Working Relationships:** Rate the Firm's working relationships with other parties (i.e. owner, designer, subcontractors, etc.). Did the Firm relate to other parties in a professional manner? If not, provide specific examples. **Please rate the Firm with respect to working relationships as either unsatisfactory, below average, average, or above average.**

6. **Responsiveness:** Rate the Firm's responsiveness to telephone calls, emails, meetings, requests for action, etc. Did the Firm respond to inquiries promptly and substantively? If not, provide specific examples. **Please rate the Firm with respect to responsiveness as either unsatisfactory, below average, average, or above average.**

7. **On-Site Firm Staff:** Rate the Firm's on-site staff relating to their management of the site, communication and interaction with owner's staff, and familiarity with project scope and status. **Please rate the Firm's on-site staff as either unsatisfactory, below average, average, or above average.**

8. **Paperwork Processing:** Rate the Firm's performance in completing and submitting required project paperwork (i.e. submittals, shop drawings, payment applications, etc.). Did the Firm submit the required paperwork promptly and in proper form? If not, provide specific examples. **Please rate the Firm with respect to paperwork processing as either unsatisfactory, below average, average, or above average.**

9. **Value Engineering:** Rate the Firm's performance in analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety. **Please rate the Firm with respect to providing value engineering services as either unsatisfactory, below average, average, or above average.**

Section III - Numerical Rating

If the contact person rates the Firm unsatisfactory in any area, please attempt to provide written comments in Section II to explain the rating(s) assigned.

Firm's Name: _____

	Unsatisfactory	Below Average	Average	Above Average	Rating
1. Quality of Work	0	5	15	25	
2. Scheduling	0	5	15	25	
3. Subcontractor (Project) Mgt.	0	5	10	15	
4. Change Orders	0	5	10	15	
5. Working Relationship	0	5	10	15	
6. Responsiveness	0	5	10	15	
7. On-Site Staff	0	5	10	15	
8. Paperwork Processing	0	2	5	10	
9. Value Engineering	0	2	5	10	
Total Score for This Project					

STEP 3 – INTERVIEW SCORING

Firms meeting or exceeding the minimum total qualification points through Step 3 will be invited to interview with the District. The subject matter for the interview will be at the District’s discretion but shall include, at a minimum, the following topics.

Item	Maximum Qualification Points	Qualification Points
1. Current Project. Firm’s articulation of how it will construct the Project, Project philosophy, its ideas related to constructability, and other construction-specific ideas, concerns, or related issues (i.e., schedules, budgets, subcontractor selection, etc.).	200	
2. Budget/Schedule/Value Engineering. Firm’s articulation of its experience and expertise in managing project budget, construction schedule and value engineering and demonstrate how that will relate to this project.	120	
3. Past Projects/Experience. Firm’s articulation of Firm’s history, education, and background; Firm’s experiences working with similar, past projects; issues faced and how addressed (i.e. claims, bonding/surety involvement, owner relations, citations, etc.)	100	
4. Overall Ability and General Suitability. Firm’s articulation of its overall skills, ability to complete the Project, ability to work with other project professionals/consultants and general suitability for the District’s purposes (i.e., implementation of District policies and procedures, additional information, etc.).	90	
5. Personnel/Leadership. Firm’s articulation of its Project-designated personnel, leadership, subcontractor relations, relationship with other Project participants, apprenticeship program, etc.	90	
SUBTOTAL QUALIFICATION POINTS FROM STEP 3	600	

STEP 4 – SCORING OF COST PROPOSALS

1. Proposed Price for Preconstruction Services 4.1	Firm's amount provided is competitive and within the District's experience for charges for Preconstruction Services.	50	
2. Proposed General Conditions 4.2	Firm's amount provided is competitive and within the District's experience for charges for General Conditions.	60	
3. Proposed Overhead 4.3	Firm's amount provided is competitive and within the District's experience for charges for Overhead	25	
4. Proposed Fee/Profit 4.3	Firm's amount provided is competitive and within the District's experience for charges for Fee/Profit.	25	
5. Proposed Bond Costs 4.3	Firm's amount provided is competitive and within the District's experience for charges for Bond Costs.	10	
6. Proposed Insurance Costs 4.3	Firm's amount provided is competitive and within the District's experience for charges for Insurance Costs.	10	
7. Proposed Mark Up on Subcontractor and Self-Performed Work 4.3	Firm's amount provided is competitive and within the District's experience for charges for Subcontractor and Self-Performed Work.	60	
8. Financing Cost 4.4	Firm's amount provided for financing of the Project's construction cost.	10	
	Total Score MAXIMUM POINTS	250	

Attachment No. 5

LEASE LEASEBACK AGREEMENT SITE & FACILITIES LEASE

See District's website using the following link for a sample agreement.

<https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/>

Attachment No. 6

CONTRACTOR'S APPROACH TO WORK

This attachment is to provide Proposers the opportunity to review additional information about the project to enable them the ability to complete this section of the proposal, which is to describe the ideas the contractor has developed to tackle the project and should include the following:

- The sequence of work
- The logistics of hauling and traffic control materials and excess dirt off the project
- The location/s of staging areas and the purpose of each area
- The stockpiling of excavated material to be used for fill
- Methods of lifting and moving construction materials and equipment
- Sequence of work related to the two separate, but connected structures (Example Buildings A&B, J&H)
- site access and assembly of large construction components
- Minimizing the impact of construction activities to the surrounding residence
- Work with the District's representatives, design professionals, project inspector, subcontractors, and other Project participants to develop management techniques and responses related to the Project
- Managing an active construction site in the current Covid-19 world
- Managing subcontractors in relationship to PLA project requirements

The following schedule constraints will apply to the project:

- N/A

The following images, plans and specifications are to provide you adequate information to prepare this RFQ/P. The information offered is the best available at this stage and changes to the off-site design are inevitable.

Attachment No. 7

Renderings



Attachment No. 8

NEW DEL SOL DRAWINGS AND SPECIFICATIONS AVAILABLE ON OXNARD UNION HIGH SCHOOL DISTRICT WEBSITE.

See District's website using the following link to access the above mentioned documents.

<https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/>