



**NEVADA JOINT UNION HIGH SCHOOL DISTRICT
REQUEST FOR PROPOSAL #9943
FOR
LEASE-LEASEBACK SERVICES FOR
CULINARY CLASSROOM MODERNIZATION PROJECT AT
NEVADA UNION HIGH SCHOOL**

Proposal Deadline Date

February 5th, 2021 at Noon

Submit to:

Nevada Joint Union High School District
Attn: Jordan Kohler, Director of Facilities and Construction
11645 Ridge Road
Grass Valley CA 95945

**RELEASE DATE: January 5, 2021
Revised January 19, 2021**

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I. PURPOSE OF THE RFP:

By way of this Request for Proposals (“RFP”), the District (“District”) seeks proposals from lease-leaseback contractors (“Contractor” or “Firm”) to provide lease-leaseback construction services for the Culinary Classroom Modernization at Nevada Union High School (“Project”). The purpose of this RFP is to obtain information that will enable the District to select a lease-leaseback Contractor using the “best value” competitive procurement process under Education Code section 17400 *et seq.*, that can assist the District with construction services. The “best value” competitive procurement process is an evaluation process whereby a Firm is selected by the District on the basis of objective criteria for evaluating the qualifications of Firms, with the selected Firm representing the best combination of price and qualifications. Each Contractor responding to this RFP should be prepared and qualified to provide lease-leaseback construction services described in this RFP to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical time deadlines and schedules.

II. BACKGROUND ON THE PROJECT:

The Nevada Joint Union Board of Trustees has identified CTE (Career Technical Education) to be a vital and important component of the district's vision. As such Nevada Union High Schools culinary program is in dire need of a modernization to bring the instructional space up to current standards while preparing our students for productive careers.

This Project will be constructed using the lease-leaseback project delivery method authorized by Education Code Section 17400 *et seq.* The District has contracted with Derivi Castellanos Architects (DCA) to be the Architect of Record for the Project, and the lease-leaseback Contractor will be expected to provide lease-leaseback construction services for the Project as described below:

The estimated construction budget for this Project is \$2,200,000 and the estimated performance period is seven (7) months.

The Plans and Specifications for the Project have been approved by the Division of State Architect (“DSA”) under Application Number 02-117832, File Number 19.010. The Plans and Specifications may be obtained by electronic transfer for download from the NJUHSD website.

III. RFP TIMELINE:

Announcement Walk-Through		1/5/2021
Mandatory Job Walk 9:00am		1/14/2021
Deadline for Questions/RFIs		1/26/2021
Deadline for Submittal of Qualifications(Quality Bidders)		1/26/2021
Responses to Questions/RFIs Submitted		2/02/2021
Due Date for Submittal of Proposals at Noon		2/12/2021
Notification of Interviews		2/16/2021
Last date for Addendum from District		2/16/2021
Interviews with Fee Proposal		2/22/2021
Anticipated Board ApprovalDate		3/10/2021

* Estimated deadlines subject to revision at the District's discretion.

All prime contractors must attend a Project Walk-thru and briefing on **January 14th, 2021 at 9:00 am** at Nevada Union High School, 11761 Ridge Road, Grass Valley CA 95945. **Meet in front of Building B (located along the exit road)**. Due to Covid 19 masks will be required and social distancing will be enforced.

IV. QUESTIONS AND CLARIFICATION OF THE RFP

All questions, requests for explanation or clarifications of any kind in regard to this RFP shall be made in written form, submitted via email to jkohler@njuhsd.com, hquiggle@njuhsd.com and dstevens@dcaia.com ; **by no later than 3:00 p.m., January 26, 2021**. A response will not be provided to any late questions, or requests for explanation or clarifications. All addenda and clarifications will be issued by the Architect to registered plan holders. Any interpretation, clarification, or correction of this RFP will only be made by addendum as noted above. No person or Firm is authorized to make any oral interpretation of any provision in this RFP, nor shall any oral interpretation be binding on the District.

V. DIR REGISTRATION AND PREVAILING WAGES

DIR Registration. Contractors and their subcontractors (of any tier) shall not be qualified to submit or be listed on a proposal, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this Section for an unregistered contractor to submit a proposal that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

Prevailing Wages. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 *et seq.*, the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations.

VI. SUBCONTRACTOR DESIGNATIONS

Pursuant to Education Code section 17406(a)(4)(A), the District is requiring all Firms to identify and designate the subcontractors who will be performing the following scope(s) of work as set forth in Attachment 4. Each Firm shall list only one subcontractor for each scope of work as defined by the Contractor in its proposal. All subcontractors shall be properly licensed by the Contractors State License Board. All designated subcontractors in Attachment 4 will be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 *et seq.*)

After award of the lease-leaseback contract for the Project, and in accordance with Education Code section 17406(a)(4)(B), any subcontractor that was not identified in the Contractor's proposal and whose subcontract value exceeds one-half of one percent of the price allocable to construction work must be awarded a subcontract in accordance with the following process:

- A. Provide public notice of availability of work to be subcontracted in accordance with publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
- B. Establish reasonable qualification criteria and standards.
- C. Award the subcontract either on a best value basis or to the lowest responsible bidder.
- D. All Subcontractors are subject to final approval by the district, past performance and references may be checked.

The process above may include prequalification or short-listing. The process shall apply to subcontractors listed in the Contractor's original proposal. Subcontractors awarded subcontracts as set forth above shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 *et seq.*)

All subcontractors (of any tier) performing any portion of the Work must comply with Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

VII. CONTENTS OF THE PROPOSAL

Firms will submit proposals in a PDF form electronically to the District. All proposals should address the requested information for each of the evaluation categories below. The proposal shall demonstrate the qualifications, competence, and capacity of the Firm:

A. Cover Letter/Letter of Interest - Include a cover letter, addressed to Jordan Kohler Director of Facilities and Construction, stating the eligibility of the Firm to respond to this RFP, a brief description and history of the Firm, and a statement of interest.

B. Table of Contents - The table of contents shall reflect the order stated herein and shall include section titles and page numbers.

C. Evaluation Categories

1. **Mandatory Requirements** – The following requirements are mandatory and must be satisfied. The mandatory requirements will be scored on a pass/fail basis. Failure to meet any one of the mandatory requirements specified in this Section VIII(C)(1) will disqualify your Firm from any further consideration for this RFP.

Pre Qualifications listed below will be submitted through the NJUHSD Quality Bidders Website (<https://www.njuhsd.com/Measure-B--/Contractor-Pre-Qualification-Information/index.html>), contractors who have prequalified with the district through Quality Bidders prior to January 5, 2021 will be subject reevaluation. Complete all sections of quality bidders that will include but are not limited to:

a. **Contractor Responsibility** – Identify if your Firm has ever had the following occur in the past seven (7) years. For the purposes of this paragraph, “Firm” shall include any present or past (over the last five (5) years), officers, owners, principals, partners, or any qualifying individuals including any RME or RMO. Any occurrence of the following in the past seven (7) years shall render the Firm not qualified to submit a proposal:

- Found to be a non-responsible contractor by any public agency;
- Convicted for false claims;
- Firm’s license revoked or suspended;
- Debarred or otherwise ineligible to bid on or be awarded a public works contract;
- Terminated for cause or defaulted on a construction contract; or
- Convicted of a crime involving the awarding of a construction contract, or the bidding or performance of a construction contract.

b. **License Requirements** – Pursuant to Business and Professions Code section 7028.15 and Public Contract Code section 3300, the Contractor must possess a California Contractor’s **Class “B”** license at the time of submittal of its proposal, and for the duration of the contract, if awarded. Subcontractors must possess the appropriate license for the work to be performed on the Project.

c. **Performance and Payment Bonds** – All Firms submitting a proposal to this RFP must be able to provide separate faithful payment and performance bonds, each in an amount equal to 100% of the total contract amount. All bonds must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120. Firms must provide a letter from their surety indicating the Firm's current and overall bonding capacity, and the ability to meet the bond requirements in Section 35.14 of the Construction Services Agreement.

d. **Insurance Requirements** - All Firms submitting a proposal to this RFP must have the ability to meet all of the insurance requirements set forth in Section 35.1 of the Construction Services Agreement. Firms must include a copy of their current certificate of insurance in their proposals evidencing the following minimum insurance requirements:

Comprehensive general liability insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or commercial general liability Insurance (including automobile insurance) which provides limits of not less than:

- Per occurrence (combined single limit): \$1,000,000.00
- Project Specific Aggregate (for this Project only): \$2,000,000.00
- Products and Completed Operations: \$1,000,000.00
- Personal and Advertising Injury Limit: \$1,000,000.00

The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- Automotive and truck where operated: \$1,000,000.00
- Material Hoist where used: \$1,000,000.00
- Explosion, Collapse and Underground (XCU coverage): \$1,000,000.00

Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00).

Workers' Compensation Insurance shall be provided in accordance with the provisions of the California Labor Code adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Contractor from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Contractor upon or in connection with the work.

e. **Litigation** – Furnish and provide specific information on any termination for convenience, litigation settled or judgments entered within the last five (5) years, as well as any civil judgments within the last five (5) years. Identify if the Firm or any employee of the Firm is a party to an existing dispute with an owner, or owner's consultants, related to any project for which the Firm provided construction services. If so, please describe the nature of the dispute and its anticipated outcome. Identify if the Firm has ever filed a

petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

Provide a letter from your insurance broker stating that you will be able to provide and meet the insurance requirements in Section 35.1 of the Construction Services Agreement.

Attachment 1 will be submitted to the District:

Firm Personnel, Capacity, and Methodology . Each Firm must completely answer all questions in Attachment 1 of the RFP. Note: **Questions may be answered in other sections of the proposal if clearly and conspicuously identified and referenced in the proposal.** The following shall be stated:

a. **Description of Firm** – Include a description of the Firm's qualifications for providing lease-leaseback services on California school construction projects. Include information regarding the size of the Firm, location of the office from which the required services will be performed, nature of all work performed, and the number of years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.

b. **Firm's Personnel and Staffing Resources** – Submit resume(s) or profiles for each key staff who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume shall include, without limitation, the following information; (a) education; (b) years of relevant experience; (c) professional registrations, certifications and affiliations (d) project-specific experience with focus on public works projects and emphasis on K-12 projects providing lease-leaseback services, including dates and durations of each project listed and the name of the firm where employed. Include a discussion on the Firm's philosophy and approach for providing outstanding customer service.

c. **Capacity, Methodology, Schedule and Value Engineering** – Describe how the Firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your Firm to undertake and accomplish the required scope of services while meeting deadlines, the Firm's record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, strength and stability as a business, and supportive client references. Describe the Firm's ability to provide lease-leaseback services exclusively and in a timely manner for the District and the Firm's commitment to providing experienced personnel assigned to the District's Project. Provide a preliminary project schedule with critical milestones and narrative on Firm's approach to maintain progress while minimizing impact on school. Describe Firm's approach to Value Engineering including specific potential cost saving strategies that could be applied to this project. Additionally explain your firm's approach to helping the district to explore the idea of expanding the space beyond the approved DSA plans, CCDs, schedule, costs...

2. **Relevant Experience and Past Performance** – Description of past performance and related experience. Each Firm is required to submit a list of its most relevant lease-leaseback services provided in the past five (5) years that are of the approximate size of the Project described in the RFP. The list shall include: (1) a description and size of the project, (2) scope of the work, (3) dates services were performed for lease-leaseback services, (4) total price for the project (please state amounts separately for lease-leaseback services and include the final guaranteed maximum price and all contingencies and allowances, and, (5) client's name, address and phone number.

3. **Labor Compliance/Skilled and Trained Workforce** – Describe your ability to comply with statutory requirements for the payment of prevailing wages, including the monitoring and enforcement of your subcontractor's payment of prevailing wages. Provide copies of any DIR Civil Wage and Penalty Assessment against your Firm, explain the circumstances for the Civil Wage and Penalty Assessment, and the final resolution.

Further describe your plan and methodology to comply with the requirements for the use of a "skilled and trained workforce" as defined in Education Code section 17407.5 and Public Contract Code section 2600 *et seq.*, for each apprenticeable occupation that will be used on the Project, including all subcontractors of any tier. Include in your discussion your plan and methodology to comply with the percentage requirements for the use of "skilled journeypersons" for each apprenticeable occupation and the required monthly report demonstrating compliance. Please include a copy of a sample monthly report prepared by your firm for another owner if available. Finally, identify and discuss which apprenticeable occupation(s) will be the most difficult to meet the percentage requirements for skilled journeypersons on the Project and state why.

4. **Safety** – Discuss your plan to maintain a safe worksite. In your discussion, include whether your Firm has an Injury and Illness Prevention Program that complies with 8 CCR § 1509, whether your Firm has a safety program that meets Cal/OSHA requirements, and whether your Firm will provide a full-time person dedicated to safety on the Project.

Please state whether you have had any accidents in the past five (5) years that resulted in a construction fatality on any of your projects and provide any details for each incident.

Please state whether you have had any recordable injuries in the past five (5) years and provide the average total recordable injuries for the past five (5) years.

Please provide an EMR verification from the State of California or an insurance company for each of the past five years.

5. **Local Business Outreach and Participation** - The District is vitally interested in promoting the growth of small and local businesses within the boundaries of the District by means of increasing the participation of these businesses in the District's purchase of goods and services. The District has a goal of twenty (20) percent of all contracts for these services be awarded to local businesses. A locally-owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by

the city where the District is located or the city or cities where the District has schools. Describe the Firm's plan for inclusion of local businesses in the services to be provided for the District.

6. **Exceptions to the Lease-Leaseback Agreement** – The form of the Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) are attached to this RFP as Attachment 3. Please review each agreement and provide any proposed exceptions to those agreements on Attachment 1, Firm Questionnaire, Section E.

D. Fee Proposal - Contractors Percentage Fee for Lease-Leaseback Contract and Fee for Pre-Construction Services – See “Attachment 2”.

DO NOT SUBMIT THIS FORM WITH THE PROPOSAL. ATTACHMENT 2 MUST BE BROUGHT TO THE INTERVIEW IN A SEALED ENVELOPE.

The Fee Proposal, “Attachment 2”, must be submitted in a separate, sealed envelope with your company name, proposal title, “Fee Proposal, Attachment 2”, labeled on the outside of the envelope and brought to the interview. **Only those Firms that are invited to interview will be required to complete the Fee Proposal (Attachment 2).**

Fee Proposal to include 2 separate fee amounts as follows and as shown in Attachment 2:

1. **Contractor’ Fee** : Percentage amount to be applied to Construction Cost. Interview candidates will be given a spreadsheet to complete of what Contractor Services are included in the Firm’s Fee. Spreadsheet is to be submitted with the Fee Proposal in sealed envelope.
2. **Pre-Construction Services Fee** : Lump Sum Fee Amount for Pre-Construction Services based on Scope of Pre-Construction Services (Attachment #5).

The 2 fees will be added together to represent the Total Fee which will be used in scoring the candidates.

VIII. PREPARATION AND SUBMITTAL OF THE PROPOSAL

A. Proposal Submittal and Deadline

All proposals must be submitted in writing no later than **Noon on February 12th, 2021**. NJUHSD encourages and will accept electronic submittals in a PDF form for all projects. Submit all bids To: jkohler@njuhsd.com and hquiggle@njuhsd.com. You will receive an acknowledgment of receipt. If you do not, you are responsible to contact hquiggle@njuhsd.com.

Proposals shall be delivered to the attention of:

Jordan Kohler, Director of Facilities and Construction

It is the sole responsibility of the Firm submitting the proposal to ensure that its proposal is actually received in the office prior to the deadline time and due date. Unless this RFP is extended by a written amendment, proposals received after the time on the due date will not be considered.

B. Proposal Completeness

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind as determined by the District. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.

C. District Not Responsible For Preparation Costs

All costs incurred in the preparation, submission and/or presentation of Firms responding to the RFP including, but not limited to, the Firm's travel or long distance charges expenses to attend any pre-conferences, oral presentations, interviews, and negotiation sessions, shall be the sole responsibility of the Firm and will not be reimbursed by the District.

The District shall not pay for any costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

D. Right to Use Ideas

All proposals and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the proposal shall not affect this right.

E. Modification or Withdrawal Of Proposal

A Firm may modify or withdraw a proposal after submission by written request of withdrawal and resubmission, provided that the proposal withdrawal is prior to the proposal deadline specified.

F. Amendments

Firms are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Firms known to have received a copy of the RFP and/or by publishing the amendment on the District's website.

G. Equal Opportunity

The Firm shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFP.

Firm shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, or union membership in the performance of the work, including but not limited to preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the Firm or its agents, employees or representatives, District shall have the right to rescind and terminate the contract.

The successful Firm agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the contract.

H. Waiver or Breach Thereof

No term or provision of this RFP shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

I. Covenant Against Gratuities

The Firm warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Firm or any agent or representative of the Firm, to any officer or employee or consultant of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the contract. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which the Firm agreed to supply shall be borne and paid for by the Firm. The rights and remedies of the District provided

in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

J. Indemnification and Insurance

The Firm, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. (See, Construction Services Agreement Section 35 for insurance requirements and Section 36 for hold harmless and indemnify requirements.)

K. Conflict of Interest

The Firm is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Firm further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

L. Independent Contractor

The Firm represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the Firm shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

M. Precedence of Documents

The contract between the District and the successful Firm(s) shall consist of (1) this Request for Proposals (RFP) and any amendments thereto, (2) the Agreements included herein to be executed with the successful Firm(s); and (3) the proposal submitted by the Firm to the District in response to the RFP. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the Firm, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Firm's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

N. Compliance with Laws

In connection with the furnishing of services or performance of work under this RFP, the Firm agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all

other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

IX. PROPOSAL EVALUATION AND BEST VALUE SCORE

A. Proposal Evaluation Committee

The District’s Proposal Evaluation Committee will consist of at least three (3) members and will score each proposal based on the evaluation categories and points set forth in the RFP (See, Section X.B.). Each Firm’s proposal will be evaluated and scored only on the information that is included in the Firm’s proposal. If any information is missing or incomplete in your proposal, you will not be provided the opportunity to supply the missing or incomplete information, nor will the District seek clarification of any information included in the proposals. Each proposal must be capable of being evaluated independently based solely on the information contained in the proposal.

B. Evaluation Categories, Points, and Scoring

Each member on the Proposal Evaluation Committee will independently score each proposal and each Firm’s score will be equal to the average score from the Evaluation Committee (i.e., the total number of points from the Proposal Evaluation Committee divided by the number of Evaluation Committee members: $\text{initial score} = \frac{\text{sum total of points}}{\text{number of committee members}}$). The initial score will be calculated to two decimal places. Although the Proposal Evaluation Committee will independently score each proposal, the members reserve the right to discuss the RFP process and information in any proposal with other members.

The RFP contains seven (6) Evaluation Categories, as discussed in Section VII.C., and the maximum number of points for each category is shown in the table below. There are 300 possible points prior to the interview stage. There are an additional 200 points possible for candidates selected for interview that will be added to the Total Evaluation Score.

EVALUATION CATEGORY	POINTS
Mandatory Requirements	Pass/Fail
Quality Bidders Prequalification	100
Firm Personnel, Capacity, and Methodology	50
Previous CTE Culinary Experience	50
Local Business Outreach and Participation	50
Exceptions to LLB Agreements	50
MAXIMUM EVALUATION SCORE	300

C. Short List Interviews

After each Firm’s initial score is calculated, the Proposal Evaluation Committee, based on the initial scores, will determine the short list of Firms that will be invited to interview with the Proposal Evaluation Committee. The interview will consist of a short presentation (15 minutes) followed by a question and answer period (30 minutes). After the interview, the Proposal Evaluation Committee will re-evaluate the scores for the Firms invited to interview and make adjustments to the scores, if any, based on the information presented at the interviews. The re-evaluated final scores will be used to calculate the Best Value Scores in Section X.D. A Best Value Score will not be calculated for those Firms not invited to interview with the Proposal Evaluation Committee.

Firms invited to interview with the Proposal Evaluation Committee will be required to bring their fee proposal (Attachment 2) in a sealed envelope to the interview. The fee proposals will remain sealed until the interview scores are evaluated and finalized.

There are a maximum of 200 additional points possible with points shown in table below:

CATEGORY	POINTS
Interview	100
Total Fee	100
MAXIMUM EVALUATION SCORE	300
MAXIMUM TOTAL BEST VALUE SCORE	500

Interview and Presentation

The 3 Contractors with the highest interim score will qualify for the Interview and Presentation phase of proposal evaluations. The Contractors ranked second and lower will only qualify for the Interview and Presentation phase if their interim score is within twenty-five (25) points of the highest interim score. If only the highest ranked Contractor qualifies for the Interview and Presentation phase the District reserves the right to waive this phase of the evaluation. If needed, interviews will be held on **February 22nd, 2021**. Firms to be interviewed will be notified of the interview time no later than **February 16th, 2021**. The interview will address the Contractor’s relevant experience, proposed schedule for completing the project, and proposed staffing for the Project. Up to twenty-five (25) points will be awarded for the interview, Up to twenty-five (25) points will be awarded for the project schedule and process, Up to twenty-five (25) points will be awarded for proposed staffing up to twenty-five (25) points will be awarded for CTE culinary experience for a maximum potential point award of one hundred (100) points.

D. Fee Proposal and Best Value Score

Fee Proposals (Attachment 2) will be scored as follows:

Each Firm's 2 required Fees will be added together to create the Firm's Total Fee. The lowest Total Fee will receive 100 points. Second lowest fee will be based on percentage difference from the lowest fee. Third lowest fee will be similarly scored.

The **Best Value Score** will be determined by adding the Firm's Evaluation Score to the Firm's Interview Score (after interviews have been conducted) then adding in the Firm's Fee Score. **The Firm with the highest total point score will have the Best Value Score.**

X. GENERAL TERMS AND CONDITIONS

District Obligation

Receipt of proposals and responses to this RFP does not obligate the District in any way. The District reserves the right to accept or reject any or all proposals, and to waive any irregularities or informalities in any proposal or in the RFP process.

Award of Contract

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFP, or to procure or contract for work. The District reserves the right to reject any or all proposals, or waive any irregularities in any of the proposals submitted pursuant to this RFP. The Lease-Leaseback Agreement shall be awarded to the responsive Contractor with the highest best value score. In the event of a tie (more than one Contractor have the same highest best value score), District may award the Lease- Leaseback Project to the Contractor of its choice.

Approval to Start Work

The successful Firm may perform work once a Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District, and a purchase order has been issued. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement and purchase order issuance by the District.

Ownership of Documents

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of the District's Public Records and subject to disclosure under the California Public Records Act, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected Firm. The selected Firm agrees not to assert any rights or to establish any claim under the design patent or copyright laws.

Joint Ventures

Where two or more Firms desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single Firm and not with multiple Firms doing business as a joint venture.

Fingerprinting

Per the provisions of Education Code section 45125.1, the District has a zero tolerance policy for all Firms having any contacts with students without clearance from the State Department of Justice. All assigned personnel shall comply with the fingerprinting clearance law prior to providing services at the school sites.

ATTACHMENT 1 – FIRM QUESTIONNAIRE

The Firm shall furnish all the following information accurately and completely for the Firm and each of the proposed staff and submit this with the proposal. Failure to comply with this requirement may cause rejection of the Firm's qualifications. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Firm and/or any of its owners, officers, directors, shareholders, parties, principals, or any qualifying individuals including any RME or RMO.

If the same information is provided elsewhere in your qualification and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

SECTION A - GENERAL INFORMATION

For the qualifications portion of the best value analysis, the District will evaluate each contractor based on the contractor's responses provided as part of the District's prequalification application located at <https://www.njuhsd.com/Measure-B--/Contractor-Pre-Qualification-Information/index.html>, which is inclusive of the specific criteria listed below, and each Contractor's qualifications will be scored on a one hundred (100) point scale. The maximum number of points available to any Contractor is 100 points. These criteria are as follows:

- ❖ Licensure
- ❖ Business Information
- ❖ Company History
- ❖ Disputes
- ❖ Bonding History
- ❖ Legal Compliance
- ❖

For the qualifications portion of the best value analysis and for the purpose of evaluating Contractors' qualifications pursuant to the criteria set forth above, the District will evaluate each Contractor on the basis of the responses provided in the Contractor's completed Prequalification application and Contractor's overall prequalification score. All Contractors achieving a minimally pre qualifying score of 80% on the prequalification application. NOT ALL PRE QUALIFIED CONTRACTORS ON THE NJUHSD LIST ARE ELIGIBLE FOR THIS CONTRACT. You must identify yourself by emailing jkohler@njuhsd.com and hquiggle@njuhsd.com. Subject line: Pre Qual Submittal for Culinary LLB. If you are already Pre qualified in Quality Bidders by NJUHSD your application is subject to re-review

ATTACHMENT 2 – FEE PROPOSAL

DO NOT SUBMIT THIS FORM WITH THE PROPOSAL. ATTACHMENT 2 MUST BE BROUGHT TO THE INTERVIEW IN A SEALED ENVELOPE. The fee proposal, "Attachment 2", must be submitted in a separate, sealed envelope with your company name, proposal title, "Fee Proposal, Attachment 2", labeled on the outside of the envelope and brought to the interview. Only those Firms that are invited to interview will be required to complete the Fee Proposal .The Firm proposes the following fees:

1. Proposed Contractor's Fee

The proposed Contractor's Fee for construction services should be expressed as a percentage that will be applied to the Construction Cost. Firm shall also submit Construction Services Spreadsheet (issued to Firms selected for Interview).

TOTAL CONTRACTORS FEE:

State the % Fee to be applied to Construction Cost in both numbers and words:

% _____

_____ % x \$2,200,000 (Estimated Budget) = \$ _____

2. Proposed Pre-Construction Services Fee

The proposed Pre-Construction Services Fee for pre-construction services should be expressed as a lump sum firm-fixed price based on Scope of Pre-Construction Services (Attachment #5):

TOTAL PRE-CONSTRUCTION SERVICES FEE:

State the total proposed fee in both numbers and words:

\$ _____

Executed this _____ day of _____, 2021

Company Name

Signature

Title

Print Name

ATTACHMENT 3 — AGREEMENT FORMS

Site Lease, Sublease Agreement, Construction Services Agreement

(attached)

* This information must be provided with the proposals. Once submitted, Firms may not revise or amend any other information in this form submitted at the time of proposal are submitted. See Section VII of the RFP for information regarding the procurement of subcontractors not designated in the proposals.

Proper Name of Firm:	
Date:	
Name:	
Signature of Firm Representative:	
Address:	
Phone:	

ATTACHMENT 5
SCOPE OF PRE-CONSTRUCTION SERVICES

DO NOT SUBMIT THIS FORM WITH THE PROPOSAL. ATTACHMENT 2 MUST BE BROUGHT TO THE INTERVIEW IN A SEALED ENVELOPE.

Preconstruction Services shall be limited to providing advice, including, but not limited to, input during design, reviewing the Project's plans and specifications to identify and note all deficiencies, incongruities and inconsistencies that may affect constructability of the Project, Scheduling, Pricing, and Phasing to assist the District to design a more constructible Project.

The Fee Proposal for Pre-Construction Services shall include but not limited to the minimum services here listed:

Services to include:

- Survey: Site Review & Building Investigation.
- Drawing Review. Specification Review. Value Engineering.
 Provide Design Recommendations.
- Estimating Services. Assist District in establishing Construction Budget.
- Assist District on feasibility of 400 SF expansion of Project per Drawing.
- Owner/Architect/Contractor Meetings – 4.
- Coordinate Trade Solicitation & Job Walks.
- Coordinate Project Bidding. Open book Bid Results with District.
- Prepare GMP. Revisions as needed.
- Prepare Detailed Construction Schedule.