LEMOORE UNION ELEMENTARY SCHOOL DISTRICT

1200 W. Cinnamon Drive
Lemoore, CA

DESIGN-BUILD

REQUEST FOR PROPOSALS

RFP # 02 - 2019

PROJECT NAME: Liberty Middle School HVAC Replacement

ISSUED: September 11, 2019

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# SECTION 00 - IMPORTANT DATES

### Issue RFP September 11, 2019

### Mandatory Job Walk 2 PM, September 16, 2019

### Written Questions Due from Proposers 4 PM, September 20, 2019

### Date Responses Due from District September 24, 2019

### Proposals Due 4 PM, October 1, 2019

### Interviews October 3, 2019

### Announce Selected Design-Build Entity October 7, 2019

### School Board Contract Approval October 8, 2019

All dates are subject to change at Lemoore Union Elementary School District’s discretion.

# SECTION 01 – INTRODUCTION

## THE DESIGN-BUILD PROCUREMENT PROCESS

Pursuant to Education Code section 17250.10 et seq., the Lemoore Union Elementary School District Board of Education has approved the use of the design-build construction delivery method for Liberty Middle School HVAC modernization project (the “Project”). The District will award a contract to the design-build entity that provides the “best value” (as defined in Education Code section 17250.15) to the District using the criteria set forth in this Request for Proposal (“RFP”). The terms, “design-build entity(ies)” and “design-build team” shall be as defined in Education Code section 17250.15.

The design-build procurement includes the following process:

### Use of a two-phase solicitation process; a Request for Qualifications (RFQ) which has been completed, and a RFP.

### Use of a RFP describing the Project for a competitive procurement by the design-build entities.

#### The numerical score from the RFQ will not carry over to the RFP scoring criteria.

#### The RFP selection will use a “best value” approach as defined in Education Code section 17250.15 for the selection of the design-build entity.

### Award and execution of a Not to Exceed (NTE) contract.

### After the Construction Documents are approved by the Division of State Architect (DSA) and other permit processes are complete, open book subcontractor trade package bidding and conversion of the NTE amount to a Guaranteed Maximum Price (GMP) by contract amendment.

All documents provided pursuant to this RFP that are not otherwise a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) shall not be open to public inspection.

## PROJECT APPROACH

The District will conduct a mandatory job walk on the date and time set forth in Section 00, above. All design-build entities must attend the entire job walk or may be disqualified from selection. Each design-build entity will need to review the Project criteria, the available record drawing documents provided by the District, and all other documentation provided in the RFP or referred to in the RFP. It is the intention of the District for all design-build entities to fully understand the Project scope of work and the existing conditions of the Project site and existing conditions. The District is providing these resources to assist the design-build entities to prepare a complete submission to this RFP.

Based on this information, the design-build entities will develop an efficient approach to the Project and provide a fixed price for fee, general conditions, and design costs. The selection process is further described herein.

Once the successful design-build entity has been selected, the District will enter into a Not to Exceed (NTE) contract with a fixed price component for fee, general conditions, and design costs. After the contract is issued, a Notice to Proceed (NTP) will be issued for completion of the final Project Specifications, and the coordination of the Project criteria and phasing plan for District review and acceptance. Two additional NTP’s will be issued. The second NTP will be issued to start the design process, and the third for the construction phase. After the buyout of the subcontractor trade packages, the contract will be amended to convert the NTE with a fixed price component for fee, general conditions, and design costs, to a GMP with a fixed price component for fee, general conditions, and design costs. The GMP may contain a contingency or contingencies that are recommended by the design-build entity and approved by the District.

The design-build entity will be required to submit 50% and 100% drawing packages to the District or as otherwise required in the contract documents. After review comments have been resolved, the design-build entity will complete the Construction Documents and obtain all necessary permits and satisfy all permitting requirements, including those of the Division of the State Architect (DSA).

## PROJECT COMPLETION

The design-build entity is responsible for achieving substantial completion and final completion for each element of work. The design-build entity is also responsible for obtaining all required approvals, completing furniture and equipment installation requirements, start-up and commissioning, DSA Project certification, and meeting all warranty/guarantee requirements.

# SECTION 02 - PROJECT SCOPE OF WORK

## PROJECT DESCRIPTION

Replace boiler/chiller central plant with individual units.

Replace classroom unit ventilators with ground mounted heat pumps in the four classroom wings.

Replace air handler cooling coils with new DX cooling coils, these will be piped to either ground or roof mounted outdoor heat pumps. (various buildings)

Replace make-up air unit at Gymnasium with ground mounted H/C gas electric packaged unit. (typ. for Band room air handler)

Provide all required associated piping, controls, structural considerations, plumbing connections, and electrical power.

Provide required energy calculations, energy compliance documentation, engineering plans, and specifications to receive DSA approval.

Participate in the design/ build process at direction of the district.

## PROJECT BUDGET AND SCHEDULE

The Project budget for the design and construction of the Project is $4.1 million. The District reserves the right to change the Project cost or budget prior to contract award through addenda and after contract award in accordance with the design-build contract. The Project is scheduled to be completed by August 3, 2020.

## SCOPE OF WORK

The scope of work consists of designing and constructing the Project in accordance with District’s standards and all applicable laws and regulations. The Scope of Work shall include the following:

1. **Design Services (to be included in construction cost items):**

a. Provide all required calculations, energy compliance documentation engineering, plans, and specifications required to receive a Department of State Architect (DSA) approval, and construct a complete and operational Mechanical system for the HVAC remodel, including but not limited to supporting Electrical, Structural and Architectural work as required for HVAC remodel.

b. Participate in the Design/Build process at the direction of the Owner, coordinate and direct other trades under HVAC contractor scope as necessary to complete the work.

c.Negotiate in good faith on additional work as determined by the Owner.

1. **HVAC Typical Classrooms Wings C and D:**

a. Replace existing floor mounted unit ventilator at interior wall of classroom with a new floor mounted fan coil roughly the same footprint as the original unit, cap existing piping. Reconnect OSA duct adjust min. OSA for 450 CFM. Locate new ground mounted heat pump unit at exterior of the building. Route new refrigerant piping thru wall up and rise to above existing ceiling extend over and drop to new fan coil unit. Provide new Pelican thermostat inside new fan coil.

**3. Classroom Wing E:**

a. Replace existing floor mounted unit ventilator with fan coil unit at exterior wall of classroom, cap existing piping, reconnect OSA duct at existing wall louver adjust min. OSA for 450 CFM. Locate ground mounted heat pump unit at exterior of building route refrigerant pipe through wall and connect to back of fan coil, reconnect condensate drain to existing condensate piping. Provide Pelican thermostat inside new fan coil.

**4. Classroom Wing F:**

a. Replace existing floor mounted unit ventilator with fan coil at interior wall of classroom, cap existing piping. Reconnect OSA duct to unit adjust min. OSA for 450 CFM. Locate new ground mounted heat pump unit at exterior of building. Route refrigerant pipe through wall, up in wall offset above existing ceiling, drop in wall and connect to fan coil. Reconnect condensate drain to existing condensate piping. Provide Pelican thermostat inside new fan coil.

b. Replace existing suspended fan coils FC-1 and FC-3 with new fan coil, reconnect existing supply, return and OSA ducts. Adjust min OSA for 50 CFM for FC-1 and 100 CFM for FC-3. Locate new heat pump in equipment yard at South East corner of building. Cap existing pipes. Provide new Pelican thermostat, locate top of box at + 48” AFF.

**5. Building A – Admin:**

a. Replace existing air handlers cooling coil with new DX cooling coil, expansion valve.

AH-1 = 1,600 CFM supply, adjust min. OSA for 130 CFM. AH-2 = 3,500 CFM supply, adjust min. OSA for 380 CFM. Replace controls. Provide strip heater. (Replace existing thermostat with new Pelican thermostat, adjust location top of box at +48” AFF). Locate new heat pumps in existing mechanical yard ground mounted. Route refrigerant piping over new admin roof.

**6. Building B – Multi-Purpose and Kitchen:**

a. Replace existing roof mounted air handler cooling coil with new DX coil with outdoor heat pump at mechanical yard including required controls. Cap CHWS&R pipes at exterior wall. (Replace existing thermostat with new Pelican thermostat, adjust location top of box at +48” AFF). Adjust min. OSA for 2,000 CFM.

b. Replace existing fan coil FC-2 at Faculty Workroom floor mounted fan coil with new split system heat pump 500 CFM SA. Adjust min OSA for 75 CFM. Cap piping controls by Manur. Locate ODU at roof equipment well above Kitchen. Reconnect to existing condensate pipe

**7. Gymnasium:**

a. Remove existing ground mounted MUA-1 and replace with new nominal 25-ton gas/electric unit with modulating economizer and exhaust fan. Reconnect to existing SA and RA ducts routed to the building. Reconnect to existing gas line with SOV and dirt leg. Set unit on existing housekeeping pad. Connect condensate to unit with trap and extend to new drywell. Reduce exhaust fan EF-3 serving floor to approximately 50% of current exhaust volume, or change out fan. Add new wall mounted Pelican thermostat. Locate top of box at+48” AFF. \*Rebalance existing duct supply grilles to total 10,000 CFM. Total of 6 or 1,665 CFM each, adjust minimum OSA for 4,100 CFM (based on floor exhaust).

**8. Band Room:**

a. Replace existing ground mounted air handler with new 12.5 ton packaged gas/electric unit, 5,000 CFM supply, adjust min OSA for 1,200 CFM. Provide fully modulating economizer with modulating exhaust fan. Extend SA and RA ducts to existing SA and RA ducts. Extend required size gas line as required and connect to new unit with SOV and dirt leg. Cap CHWS & R pipes at ground pad. Replace existing thermostat with new Pelican thermostat. Adjust location as need for top of box to be no more than 48” AFF. Reconnect to existing condensate pipe going to existing drywell.

**9. Central Plant:**

a. Remove 2) air cooled chillers, reclaim all refrigerant. Remove all associated piping, pumps

and controls.

b. Remove boiler, associated flue, piping, pumps and controls, including controls compressor.

Cap existing piping at finished surfaces.

**10. Multi-Use Room, Band and Gym:**

a. Units are to be controlled via CO2 sensors to increase ventilation as required.

**11.** Provide full system air balance for above systems where components are to be modified or replaced.

## BUILDING SYSTEMS

The Design Build entities are to further refine the criteria and develop descriptions of the building systems that are priced in the GMP estimate.

**Electrical System**: Provide a description of the electrical systems to include overview of functional life cycle costs over 15 years or more including maintenance and replacement costs, distribution, operational flexibility, and other relevant factors.

**HVAC System**: Describe overall system operation configuration, system performance expectations (life cycle costs over 15 years or more) including maintenance and replacement costs, distribution, operational flexibility, and other relevant factors.

**Electrical System**: Provide a description of the electrical systems to include overview of functional life cycle costs over 15 years or more including maintenance and replacement costs, distribution, operational flexibility, and other relevant factors.

# SECTION 03 – RFP SUBMISSION GENERAL REQUIREMENTS

## GENERAL INFORMATION

### District Point of Contact:

Chris Surratt
Lemoore Union Elementary School District
1200 W. Cinnamon Drive
Lemoore, CA 93245
csurratt@myluesd.net

All communications relating to this RFP must be directed to the District contact person named above. All communications between Proposers and other District staff members or any member of the District’s governing Board of Education concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.

### Examination of Documents

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, it is familiar with the scope of work, and it is capable of performing quality work to achieve the District’s objectives consistent with industry and professional standards.

Should a Proposer require clarification of this RFP, the Proposer shall notify the District in writing. Written questions are due from Proposers by the date set forth in Section 00. The District will issue a written addendum clarifying the matter which will be sent to all pre-qualified Proposers.

The District reserves the right to waive minor irregularities and omissions in the information contained in any proposal, the RFP process, and to make all final determinations. The District further reserves its right to reject any or all proposals.

### Addenda

The District reserves the right to revise or amend the RFP. Such changes, if any, will be announced by addenda to this RFP. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### Interested Parties

The General/ Prime Contractor/ Lead Entity and the Architect of Record will not be allowed to participate in the RFP process in any capacity as a design-build team member to more than one design-build entity. For the purposes of interpreting and applying the requirements of this paragraph, branch offices of a General/ Prime Contractor/ Lead Entity and Architect of Record that is an individual, corporation, partnership, or other legal entity, where such branch offices are owned and/or managed, in whole or in substantial part, by such individual, corporation, partnership, or other legal entity, shall be deemed identical to such General/ Prime Contractor/ Lead Entity and Architect of Record. Consultants or sub-consultants to the District who are participants or advisors to the District with respect to the Project and its requirements shall not be allowed to participate as a design-build team member or as a subcontractor or sub-consultant (of any tier) to a design-build entity.

### Funds for Design and Construction

The design-build cost limitation for the Project is: Four million one hundred thousand dollars ($4,100,000). This cost limitation is referred to as the NTE Amount and includes both the fixed price component, which is comprised of fee, general conditions, and design costs, as well as the amount available for the subcontractor trade package buyout, which is the difference between the NTE Amount and fixed price component. The District seeks to procure the highest quality facilities meeting or exceeding the requirements and criteria established in the RFP with the funds available. The District may not be able to make an award if the proposed prices exceed the available funds for this Project.

## RFP PROVISIONS

The following information is provided to Proposers for submission of the price and non-price proposal. The information provided is subject to change. Proposing firms will bear all costs of this RFP.

### Only design-build teams prequalified by the RFQ process, are eligible to submit a response to the RFP. Where information about a subcontractor was submitted in the SOQ and given weight during the evaluation, the failure of the design-build entity to actually perform with that subcontractor may be grounds for disqualification, termination or default.

### Those Proposers shortlisted to respond to the RFP will provide a price proposal and non-priced proposal for consideration by the District. The Proposer shall submit all requested information specified in this RFP. Proposals must set forth full, accurate, and complete information as required by this solicitation, including attachments.

### The District intends to award a contract to the responsible design-build entity whose proposal the selection committee determines meets the solicitation and offers the best overall value to the District.

### The District reserves the right to change the Project cost prior to contract award through addenda and after contract award in accordance with the design-build contract.

### All proposals will remain subject to acceptance for 90 days after the day of the proposal opening. The District may, at its sole discretion, release any proposal prior to that date.

### In addition to, and without limitation upon any other requirements of this RFP, the District shall have the right to disqualify any design-build entity and reject any proposal should it determine that any information submitted by any Proposer during the RFQ or RFP process is untrue or misleading as determined by the District.

## WRITTEN DOCUMENTS

Submit one (1) unbound and three (3) bound copies of the final proposal. Provide 8-½” x 11” format using 11 point or larger font size for written materials unless otherwise allowed in each individual section. Within the proposal, provide a title page identifying the proposing entity’s name, address, telephone number, a designated contact person with their phone number and email address, a full table of contents and tabs for each major category of the RFP. Each page within the document shall be numbered, excluding divider tabs.

## ELECTRONIC FORMAT

Provide a final copy of the proposal on a flash drive or thumb drive using Adobe Acrobat PDF format files. The electronic copy of the proposal shall be contained in one comprehensive PDF file. In no event shall the electronic file contain more than one PDF file.

## SUBMISSION OF PROPOSAL

Proposers may mail or hand-deliver the required number of submittals in a sealed envelope or box, clearly marked “Liberty Middle School HVAC Project” and addressed as follows:

Lemoore Union Elementary School District

1200 W. Cinnamon Drive

Lemoore, CA 93245

Attn.: Chris Surratt

Only hard copy submissions will be accepted. Submittals will be time and date stamped upon receipt. Submittals received after the time and date indicated may not be accepted. Proposers are solely responsible for ensuring all proposals are timely received by the District. The District shall not be responsible for any delivery issues including, but not limited to, mis-directed mail, mailing delays, etc.

## RFP EVALUATION CRITERIA

The RFP is valued at ***a maximum*** of 1000 points. The individual scoring criteria is listed below.

The points assigned to the Price Proposal will be based on a straight line scale ratio. The lowest price proposal will receive the maximum ***280*** points. The points assigned to the next lowest price proposal will be based on a straight line scaled ratio. See example below.

Lowest Proposed Price = ***280*** points

Example:

***Lowest Proposed Price is awarded: 280 Points***

***Second Lowest Proposed Price is awarded: 250 Points***

***Third Lowest Proposed Price is awarded: 220 Points***

***Fourth Lowest Proposed Price is awarded: 190 Points***

The Price Proposal will be opened after scoring of the non-price elements of the proposal is complete.

The points assigned to Design Excellence will be based on a straight line scale ratio. The highest ranked proposed design will receive the maximum ***280*** points. The points assigned to the next highest proposed design will be based on a straight line scaled ratio. See example below.

Highest Ranked Proposed Design = ***280*** points

***Example:***

***Highest Ranked Proposed Design 280 Points***

***Next Highest Ranked Proposed Design 250 Points***

***Next Highest Ranked Proposed Design 220 Points***

***Next Highest Ranked Proposed Design 190 Points***

When the evaluation is complete, the responsive Proposers shall be ranked by the selection committee based on a determination of best value provided. The selection committee is not required to rank more than the top three Proposers. The District, in its sole discretion, may conduct negotiations with one or more of the responsive Proposers as set forth Section 08.RFP SCORING MATRIX

|  |  |  |  |
| --- | --- | --- | --- |
| **CATEGORY** |  | **POINTS** |  |
| **A** |  | **Cover Letter Information** |   |   |   |
|  |  | 1 |   | Identification of Bidder |   | Y |   |
|   |  | 2 |   | Acknowledgement of Addenda |   | Y |   |
|   |  | 3 |   | Legal Structure of Company |   | Y |   |
|   |  | 4 |   | Contact Person |   | Y |   |
|   |  | 5 |   | Proposal shall remain valid for a period of not less than 90 days |   | Y |   |
|   |  | 6 |   | SOQ identified design-build team members continue to be on the RFP submission |   | Y |   |
|  |  |   |   |   |   |   |   |
| **B** |  | **Price Proposal** |   | ***280*** |   |
|  |  | 1 |   | Fee |   |   |   |
|  |  | 2 |   | General Conditions |   |   |   |
|  |  | 3 |   | Design Costs |   |   |   |
|  |  |   |   |   |   |   |   |
| **C** |  | **Technical Expertise**  |   |   |   |
|  |  | 1 |   | Organization Chart |   | ***10*** |   |
|  |  | 2 |   | Design-Build Project Manager Resume |   | ***50*** |   |
|  |  | 3 |   | Architect Project Manager Resume |   | ***50*** |   |
|  |  | 4 |   | Schedule |   | ***100*** |   |
|  |  | 5 |   | Stakeholder Involvement |   | ***40*** |   |
|  |  |  |  |  |  |  |  |
| **D** |  | **Design Excellence**  |  | ***280*** |  |
|  |  | ***1*** |  | Contextual Compatibility |  |  |  |
|  |  | ***2*** |  | Mass, Scale + Transparency |  |  |  |
|  |  | ***3*** |  | Integrity of Design Aesthetic |  |  |  |
|  |  | ***4*** |  | Efficiency + Sustainability |  |  |  |
|  |  | ***5*** |  | Transitional Experience |  |  |  |
|  |  |  |  |  |  |
| **E** |  | **Conformance with CEC Approved Energy Expenditure Plan** |   | ***REQUIRED*** |   |
|  |  |   |   |   |   |  |   |
| **F** |  | **Skilled and Trained Workforce** |   | ***10*** |   |
|  |  |   |   |   |   |  |   |
| **G** |  | **Acceptable Safety Record** |   | ***10*** |   |
|  |  |   |   |   |   |  |   |
| **H** |  | **LEED / CHPS / Sustainable Design** |   | ***10*** |   |
|  |  |   |   |   |   |  |   |
| **I** |  | **Additional Requirements** |   |  |   |
|  |  | 1 |   | Termination/Claims/Litigation History |   | ***50*** |   |
|  |  | 2 |   | Small Business and Local Business Participation |   | ***10*** |   |
| **J** |  | **Interview** |  | ***100*** |  |
|  |  | **TOTAL POINTS - RFP** |   | **1000** |   |

# SECTION 04 – RFP SUBMISSION SPECIFIC REQUIREMENTS

## COVER LETTER

The General / Prime Contractor / Lead Entity will provide a maximum two-page cover letter. The cover letter may provide optional information about the design-build entity and must, at a minimum, contain the following:

### Complete contact information, including, e-mail address for the person authorized to contractually bind the design-build entity.

### Proposed working relationship between General/ Prime Contractor and subcontractors.

### Name, title, e-mail address and telephone number of contact person during the period of proposal evaluation.

### Acknowledgment of receipt of all RFP addenda, if any. List Addendum number and date issued.

### A statement to the effect that the design-build team members identified in the SOQ continue to be on the RFP submission.

### A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the due date of submittal.

### Signature of person(s) authorized to bind design-build entity to the terms of the proposal.

## PRICE PROPOSAL

Please submit the price proposal in a sealed envelope separate from the non-price proposal Sections C through I below. The price proposal shall consist of the following:

### Fee.

### General Conditions and General Requirements – Include detailed breakdown of all proposed general conditions and costs.

### Design Costs.

### Conformance with CEC approved Energy Expenditure Plan

The price proposal shall include the total of the above three items and an acknowledgment of all RFP addenda, if any, is included in the price.

## TECHNICAL EXPERTISE

### Team Organization Chart

Provide a Project organization chart which clearly delineates communication/reporting relationships among the design-build team key personnel, including key sub-consultants, sub-contractors, and proposed quality control group. Indicate if any team members have changed since the SOQ submittal.

### Design-Build Project Manager Resume

This is the premier role on the design-build team and will act as the first point of contact between the design-build team and the District’s team. The position requires a minimum of five years’ experience in design or construction management. Demonstrate satisfactory experience to lead, manage and control both design and construction. The design-build project manager must be solely assigned to this Project. Resumes that demonstrate cross functional expertise such as proven project manager, construction manager, and licensed architect or engineer will receive additional consideration.

List recent relevant experience - Projects with K-12 schools in California, experience with DSA approval for structural, access and fire life safety are required. Projects that are similar in size, value, type of facility and complexity will be rated favorably. District will rate project experience most favorably if it contains a combination of both modernization and new construction. Design-build entities are encouraged to supplement and further detail the proposed design-build project manager’s experience and other qualitative factors not addressed in the SOQ previously submitted.

### Architect Project Manager Resume

A licensed professional Architect with a minimum of five years’ experience in facilities of similar size and scope. Proven experience with DSA is required. An Architect with construction administration experience will be rated more favorably. A LEED Accredited Professional will receive additional consideration.

List recent relevant experience - The District will rate project experience most favorably if it contains a combination of both modernization and new construction. Projects with K-12 schools in California, experience with DSA approval for structural, access and fire life safety are required. Design-build entities are encouraged to supplement and further detail the proposed architect project manager’s experience and other qualitative factors not addressed in the SOQ previously submitted.

### Schedule

### All power, water, gas and hvac systems must remain functional during normal school hours prior to June 8th, 2020 and any work at the site during normal school hours must be scheduled in advance with and approved by the District and shall not impact or disturb students or staff. The design-build entities will have full access to the site beginning June 8th, 2020. All power, water, gas and hvac systems must be online and operational by August 3rd, 2020.

Provide up to a three page narrative of how your team will manage the requirements of the Project scope and proposed phasing plan. Describe recommended changes and betterments to the phasing plan elements provided. The design-build entity may provide additional sheets as allowed above for diagrams, and graphics illustrating how the site will be utilized, access points, and impact on current operations.

#### Design-build entities must demonstrate their ability to meet all phasing completion dates. The District is requesting a conceptual milestone schedule that will demonstrate the design-build entity’s overall understanding of the Project scope and schedule requirements. Additional milestones include design reviews and completion, DSA review and DSA approval, offsite approvals, substantial completion, final completion, warranty management, and Project certification.

#### Describe how the design-build entity will monitor all scheduling and milestone requirements and what steps it will take should the Project fall behind the approved schedule.

#### Describe how the design-build entity will minimize delays at all phases of the Project.

Evaluation Criteria: The District will provide favorable evaluations for submission requirements that are well thought out given all the information that is being provided in the RFP and through additional sources listed in Section 05 District Provided Information. Solutions that are cost effective, feasible, safe and efficient will be rated favorable. Innovative solutions will be rated favorably.

### Stakeholder Involvement - Describe for District how stakeholder involvement will be managed throughout the Project.

#### Describe how the design-build entity will coordinate with the stakeholders during the first thirty (30) days of the Project to present, modify, and receive approval for the design-build entity’s proposed phasing plan.

#### Describe how stakeholder comments will be received, addressed, and managed during the design and construction phases of the Project.

#### Indicate how cost benefit analysis will apply to requests from stakeholders.

#### Describe how stakeholders will be included in the formation of add alternates, as well as the prioritization and selection throughout the Project.

Evaluation Criteria: Plans that demonstrate the ability to work with stakeholders effectively for schedule, review comments, cost benefit analysis, and add alternates will be scored favorably.

## DESIGN EXCELLENCE

This section outlines the design criteria for the proposed scope of work. The final proposed conceptual design will be evaluated based on how well the proposed overall design clearly responds to and supports the following guidelines. Creative design approaches will be deemed as going above and beyond the bounds of the guidelines listed below and will be reviewed positively. These guidelines shall be met visually through conceptual drawings, supported by a written design narrative which shall be submitted as part of the design-build proposal. At a minimum, drawings shall include site and floor plans. In addition, the District will review and may ask questions about the design approach as a part of the interview process.

### Contextual Compatibility

### Mass, Scale + Transparency

### Integrity of Design Aesthetic

### Efficiency + Sustainability

### Transitional Experience

## Energy Expenditure Plan Conformance

Submission Requirements: Submit an analysis reflecting anticipated performance and savings evaluated in accordance with SB 73 and the CEC Rules that commits the design-build entity to perform its obligations in a manner according with the CEC approved Energy Expenditure Plan.

The design-build entity must also conduct “Life Cycle Cost Analysis Over 15 Years or More” when selecting assets under the scope of this contract pursuant to the requirements of California Education Code § 17250.25.

## SKILLED AND TRAINED LABOR FORCE AVAILABILITY

Describe the design-build entity’s plan and methodology to comply with the requirements for the use of a “skilled and trained workforce” as set forth in Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code, for each apprenticable occupation that will be used on the Project, including all subcontractors of any tier. Include in your discussion the plan and methodology to comply with the percentage requirements for the use of “skilled journeypersons” for each apprenticable occupation and the required monthly report demonstrating compliance.

Submission Requirements: Submit a copy of a sample monthly report prepared by the Prime Contractor for another owner. Finally, identify and discuss which apprenticable occupation(s) may be the most difficult to meet the percentage requirements for skilled journeypersons on the Project and state why.

## ACCEPTABLE SAFETY RECORD

A design-build entity’s safety record shall be deemed “acceptable” if its Experience Modification Rate (EMR) for the most recent three (3) year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three (3) year period does not exceed the applicable statistical standards for its business category, or if the design-build entity is a partner to an alternate dispute resolution system as provided in Section 3201.5 of the Labor Code.

Submission Requirements: Submit a document that indicates compliance with the above-mentioned safety record or partnership.

## LEED / CHPS

The design-build teams will be required to use one of the following systems as a guideline for building sustainable:

### Collaborative for High Performance Schools (CHPS): [www.chps.net](http://www.chps.net)

### LEED for Schools: <http://www.usgbc.org/leed/rating-systems/schools>

The District requires the Project to be designed to meet LEED Silver criteria. Some of the checklists may be for new construction and some may be for modernization. Most likely a combination of the two types of checklists will be required. The District believes that it is too early in the design-build process to require checklists in the RFP submission due to the two part nature of the contact. The actual checklist(s) will be due at the end of the Preliminary Design Phase as a contractual deliverable. LEED commissioning and certifications will be considered as an additive alternate.

Submission Requirements: Provide a letter from the design-build team member with authority to bind the company that your team will abide by the CHPS and LEED Silver Requirements and a description of what the design-build entity will do to incorporate the systems into the Project design.

## ADDITIONAL REQUIREMENTS

### Claims/Litigation/Termination History. Provide specific information on any termination for default, termination for convenience, claims filed by or against the proposed Prime Contractor/General/Contractor/Lead Entity and the Architect in connection with any K-12 California public school district project, litigation settled or judgments entered within the last seven (7) years related to the Prime Contractor/General/Contractor/Lead Entity and the Architect and their joint venture partners, or sub-consultants. Also, provide information relative to any convictions for filing false claims within the past ten (10) years.

### Small Business and Local Business Participation

The District encourages design-build entities to use and include small businesses and local businesses for this Project. Please provide any information on the design-build team’s plan or commitment to use small businesses and local businesses for this Project.

## INTERVIEWS

At the District’s discretion and to further assist in evaluation, all short listed design-build entities may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues within a given proposal and explore the approaches that may be used to satisfy all requirements for the District.

# SECTION 05 – DISTRICT PROVIDED INFORMATION

## GENERAL

The District will develop a custom folder on the District website for this Project. <http://www.luesd.k12.ca.us/o/luesd/browse/78902> Within the folder will be all project documents including scope, provisions and specifications.

## DRAWINGS

The District has archived record drawings of the existing buildings, available on the District website: <http://www.luesd.k12.ca.us/o/luesd/browse/78902>

### 57569 Liberty Middle School

### 03-102462 Liberty Additions (Classroom Wing, Gym, Band)

### 02-111724 Liberty Additions (Kitchen)

# SECTION 06 – PERFORMANCE SPECIFICATIONS

Design-build entity shall comply with the Performance Specifications that are applicable to the design-build entity under the Contract for the completion of the Project. The Performance Specifications are attached hereto as Attachment A.

# SECTION 07 - CONTRACT AND GENERAL CONDITIONS

Design-build entity shall comply with the Contract and the General Conditions governing the design, construction and completion of this Project. The Contract and General Conditions are attached hereto as Attachment B. The District reserves its right to revise or otherwise modify the Contract and General Conditions. Proposals shall not contain or be conditioned upon acceptance of any exceptions, changes or additions to the terms and conditions of the Contract or General Conditions. Statements contained in any proposal to the effect that a price is based on certain assumptions that are not part of the specific requirements of the RFP documents shall be deemed an improper qualification in violation of the requirements of this paragraph.

# SECTION 08 - NEGOTIATIONS

The District, in its sole discretion, may elect to request proposal revisions and hold discussions and negotiations with responsive Proposers as follows to ensure that any discussions or negotiations are conducted in good faith.

#### During negotiations, the design-build entity shall be represented by a person or persons who are familiar with all aspects of the design-build entity’s proposal. At least one person action on behalf of the design-build entity shall have the power to speak with authority on behalf of the design-build entity, and to contractually bind the design-build entity and all members of the design-build team without further authorization of persons not present. No design-build entity shall be represented and no person shall be present that is not directly interested and involved in the outcome of the RFP process- observers will not be permitted.

#### The date, time, and place for negotiations shall be scheduled by the District. Written notice shall be given separately to the design-build entity or design-build entities selected to engage in negotiations.

#### The length of negotiations shall be dictated by the subject matters discussed. Such time may be devoted as the RFP evaluation committee determines is appropriate and necessary. Negotiations may be held, at the discretion of the District, in one or multiple rounds.

#### There shall be no disclosure of competing design-build entities during negotiations or prices or pricing information contained in competing proposals or of technical information that is appropriately designated as “Proprietary Information” by the design-build entity.

#### The District shall have the right to disclose and discuss with any or all design-build entities technical information contained in any proposal that is not appropriately designated as “Proprietary Information”.

#### Negotiations may in a fair and impartial manner include bargaining, which includes offers and counter-offers, etc., and may apply to price, schedule, technical requirements, Contract terms or other factors or issues the District determines are relevant.

# SECTION 09 – ATTACHMENTS

## PERFORMANCE SPECIFICATIONS

## CONTRACT AND GENERAL CONDITIONS

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