

**IMPERIAL COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
PRECONSTRUCTION AND LEASE-LEASEBACK CONSTRUCTION
RFQ/P # VGA021523**

Imperial Community College District ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the Auto Technology, Diesel and Agriculture Industrial Automation, Art and Maker Space Building, and Conference Center Project ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 81335.

The Request for Qualifications and Proposals ("RFQ/P"), which includes instructions for its completion, is enclosed for your consideration. Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFQ/P Packet"). Respondents must mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on USB flash-drive of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

IMPERIAL COMMUNITY COLLEGE DISTRICT
ATTN:
Cesar L. Vega
Vice President of Administrative Services
380 E. Aten Rd.
Imperial, CA 92251
Building 10, Office 16
RE: RFQ/P # VGA021523

ALL RESPONSES ARE DUE BY 12:00 P.M. ON MONDAY, JANUARY 30, 2023. Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened.

A mandatory information meeting will be conducted on **FRIDAY, JANUARY 6, 2023, at 10:00 A.M.** The meeting will be held at 380 E. Aten Road. Imperial, CA 92251, Building 10, District's Board Room.

Questions regarding this RFQ/P may be directed to **Cesar L. Vega at cesar.vega@imperial.edu** and must be submitted in writing on or by **12:00 P.M. ON FRIDAY, JANUARY 13, 2023.**

This Project is subject to labor compliance monitoring and enforcement of compliance with prevailing wage requirements by the Department of Industrial Relations pursuant to Labor Code section 1771.4. Contractors of all tiers must be currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. **Developer shall comply with all applicable federal, state and local laws regarding COVID-19.**

RFQ/P SCHEDULE SUMMARY

DATE	ACTION ITEM
December 16, 2022	Release of RFQ/P.
January 6, 2023, at 10:00 A.M.	Mandatory Informational Meeting.
January 13, 2023, at 12:00 P.M.	Last day to receive written questions from Respondents.
January 18, 2023	Last day for District to issue addenda to answer questions/clarifications.
January 30, 2023, at 12:00 P.M.	Deadline for submissions in response to RFQ/P.
February 6, 2023	Release of shortlist qualified Respondents and interview notifications.
February 13, 2023	Interviews of qualified Respondents.
February 17, 2023	Notice to selected developer to commence contract negotiation.

The District reserves the right to change the dates on the schedule without prior notice.

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**IMPERIAL COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
PRECONSTRUCTION AND LEASE-LEASEBACK CONSTRUCTION**

I. INTRODUCTION

Imperial Community College District ("District") is a California community college district, located in Imperial County, California.

This Request for Qualifications and Proposals ("RFQ/P") defines the services sought from Respondents and generally outlines the Project requirements. Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFQ/P Packet").

I. PROJECT DESCRIPTION AND SCOPE OF SERVICES

A. General

The purpose of this RFQ/P is to select a qualified person, firm, partnership, corporation, association, or professional organization to provide constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the Auto Technology, Diesel and Agriculture Industrial Automation, Art and Maker Space Building, and Conference Center Project ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 81335. Selected developer shall have experience with the construction of community college facilities and complying with the requirements of the Division of the State Architect ("DSA"), and Title 24 of the California Code of Regulations.

To submit a proposal, Respondents must be properly licensed by the California Contractors State License Board and registered with the Department of Industrial Relations ("DIR") as required by law.

The selected developer will be required to comply with the prevailing wage requirements and the District's bonding and insurance requirements. The selected developer shall be required to work cooperatively with District staff, the Governing Board, all other technical consultants, the architect, the project inspector, and any program and/or construction manager, if any, retained by the District for the Project, citizens' oversight committee, other District committees, and the community at large to deliver a timely and professional completion of the Project. The selected developer and its subcontractors shall comply with all applicable federal, state and local laws regarding COVID-19.

The Project is further defined in the attached **APPENDIX A**, along with the District's construction budget and schedule for the Project. Respondents' Proposal shall include Respondent's proposed fees and costs to perform the Project if the Respondent is awarded the contracts.

The District intends to select one Respondent that best meet the District's needs to perform the Project. The criteria on which the District makes its determination will be based on the best value criteria provided in this RFQ/P.

B. Scope of Work

Although the final scope of work will be negotiated in the executed Preconstruction Agreement and LLB Contract (defined below at subparagraph F), the selected developer shall be responsible for performing the following scope of work, at a minimum:

Preconstruction Services under Preconstruction Agreement:

1. Review design and support documentation for content, constructability, completeness, scheduling, clarity, consistency, and coordination.
2. Undertake value-engineering analysis and prepare reports with recommendations to District and Architect of Record to maintain established program budget and specifications.
3. Provide detailed cost estimates.
4. Expedite design reviews, including modifications, if any, based on value analysis.
5. Provide a proposed Guaranteed Maximum Price ("GMP") for the construction of the project with identified subcontractor bids and self-performed work.

Construction Services under LLB Contract:

1. Construction of the Project.
2. Coordination of record drawings and specifications.
3. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
4. Obtaining occupancy permits and coordinating testing, documentation, and governmental inspections and approvals.
5. Preparation of accounting and closeout reports and occupancy plan reports.
6. Other responsibilities as necessary for the completion of the program.

C. Lease-Leaseback Structure

The Project will be funded from various sources, and any agreement reached will conform to the statutory framework for the lease-leaseback delivery method pursuant to Education Code section 81335. Financing for a portion of the construction of the Project will be included in the LLB Contract attached to this RFQ/P as **APPENDIX B**. During construction, the District shall pay tenant improvement payments. Once the Project is complete, the developer shall lease the completed facilities back to the District for a pre-determined monthly lease payment amount. However, the District intends that the lease will include an early termination payment option for the District.

D. District Project Management Description

District's Governing Board will be responsible for making final decisions, but the District's Vice President of Administrative Services will be responsible for day-to-day decisions and the Director of Facilities Planning and Construction will be the primary point of contact between the selected developer and the District.

E. Registration of Respondent and All Tiers of Subcontractors

The selected developer(s) shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of registration with the Department of Industrial Relations required of the developer or subcontractor has been provided to and accepted by the District.

F. Form of Agreement

Selected developer must be able to execute the District's standard form of (1) Agreement for Preconstruction Services ("Preconstruction Agreement") and (2) Site Lease and Facilities Lease (together, "LLB Contract"), which are attached to this RFQ/P as **APPENDIX B**.

The District plans to enter into a Preconstruction Agreement with the selected developer to develop a GMP for the Project. After the plans and specifications for the Project have been approved by DSA, the District anticipates entering the LLB Contract with the selected developer based on the agreed upon GMP.

G. Indemnity

Respondents to this RFQ/P must acknowledge that they have reviewed the District's indemnity provisions set forth in both the Preconstruction Agreement and LLB Contract (**APPENDIX B**) and must agree to the indemnity provisions and confirm in writing that, if given the opportunity to contract with the District, the Respondent has no substantive objections to the use of the District's standard indemnity provisions.

H. Insurance

The District has elected to implement an Owner Controlled Insurance Program ("OCIP") under the Statewide Educational Wrap Up Program ("SEWUP"). The SEWUP Joint Powers Authority ("JPA") will be providing the OCIP on behalf of the District. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract.

The OCIP will be primary to other valid and collectable insurance for the District and enrolled parties in the program. The SEWUP JPA will provide Workers' Compensation, Employer's Liability, General & Excess Liability, and Contractor's Pollution Liability for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site as well as builder's risk insurance. Developer shall remove from its proposal any and all cost of insurance as it relates to coverages provided under the OCIP.

The SEWUP Contractual Provisions are set forth in Exhibit D-1 to the Facilities Lease (**APPENDIX B**). Note that, in addition to insurance provided under the OCIP, Developer and all Subcontractors will be responsible for providing certain insurance as specified in section 1.7 of the SEWUP Contractor Provisions.

II. FULL OPPORTUNITY

The District hereby affirmatively ensures that all Respondents, including without limitation Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms, shall be afforded full opportunity to submit qualifications in response to this RFQ/P and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contracts.

III. LIMITATIONS

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

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 shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal and are specifically

requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party because of any public disclosure of any RFQ/P Packet.

IV. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contracts, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contracts with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting an RFQ/P Packet.

V. MANDATORY INFORMATIONAL MEETING AND SITE WALK

Respondents must attend the mandatory informational meeting and site walk, to be conducted on **FRIDAY, JANUARY 6, 2023, AT 10:00 A.M The meeting will be held at 380 E. Aten Rd. Imperial, CA 92251, Building 10, District's Board Room.** At this mandatory meeting, District representatives will distribute information and materials to further describe the Project, the scope of work, and walk the proposed Project site. Respondents shall consider and address the materials and information distributed at the meeting in their RFQ/P Packets. Respondents that fail to attend the mandatory informational meeting, in its entirety, shall be ineligible for responding to this RFQ/P.

VI. SUBMITTAL FORMAT

A. Format

Material must be in 8½ x 11-inch format with font no less than 11-point font size. The RFQ/P Packets shall include divider tabs labeled with boldface headers below (e.g., the first tab would be entitled "Executive Summary," the second tab would be entitled "Table of Contents," etc.) Five (5) bound copies, one (1) unbound copy, and one (1) electronic copy of the RFQ/P Packet shall be submitted. Each submittal shall not contain more than thirty (30) single-sided pages, and excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, and comments to the Preconstruction Agreement or LLB Contract (Tab 11). Any double-sided page is counted as two single-sided pages. Submittals containing more than the authorized number of pages will not be considered.

The unbound copy, marked "Copy for Reproduction," shall be formatted as follows:

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

B. General Overview

Each RFQ/P Packet shall include a description of the type, technical experience, backgrounds, qualifications and expertise of the Respondent. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the District as its developer for the Project. Submittals shall describe in detail the Respondent's methods and plan for carrying out the Project. Included in this information must be a description of construction scheduling, staging, and logistics based on timelines and information provided by the District in this RFQ/P and the mandatory informational meeting. Describe the Respondent's approach to the Project, including any creative methodology and/or technology that the Respondent uses or unique resources that the Respondent can offer to the District and Project.

C. Contents

Respondents shall comply with the following requirements for its RFQ/P Packet:

1. TAB 1 – Executive Summary (max. 1 page)

This should be an overview of the entire RFQ/P Packet with a description of the general approach and/or methodology the Respondent will use to meet the goals and fulfill the general functions as set forth in this RFQ/P.

2. TAB 2 – Table of Contents

This should be a complete and clear listing of the headings and pages to allow easy reference to key information.

3. TAB 3 – Cover Letter Identifying Respondent (max. 1 page)

This should be a letter of introduction signed by an authorized officer of the Respondent. If the Respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall also include:

- a. Respondent's name.

- b.** Address, include any branch office address and point of contact.
- c.** Telephone number.
- d.** Facsimile number.
- e.** E-Mail address.
- f.** Identify team.
- g.** Clearly identify the individual(s) who are authorized to speak for the Respondent during the evaluation process.
- h.** And, the following statement:

“[RESPONDENT’S NAME] received a copy of the District’s Preconstruction Agreement and LLB Contract attached as Appendix B to the RFQ/P. [RESPONDENT’S NAME] has reviewed the indemnity provisions and insurance requirements contained in the Preconstruction Agreement and LLB Contract. If given the opportunity to contract with the District, [RESPONDENT’S NAME] has no objections to the use of the Preconstruction Agreement or LLB Contract.”
- i.** Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

4. TAB 4 - Respondent Information

- a.** A brief history of the Respondent. Please include any former names of the Respondent and the number of years the Respondent has participated in construction as a general contractor under each name. List any reasons for change or name or corporate structure.
- b.** Organizational chart for Respondent. This shall include the names of all key personnel, joint venture partners, and sub-consultants with their titles and specific task assignments for the Project. Resumes of personnel to be involved with the Project should be included, including their community college construction experience. The District’s evaluation will consider the entire team. Therefore, no changes in the Respondent’s

composition will be allowed without prior written approval by the District.

Identify up to three (3) persons who will be primarily responsible for working with the District and their respective roles and responsibilities, including Superintendent and Foreman. If Respondent is selected for an interview, the identified individuals must attend the interview and any required in-person presentations.

- c. Description of Respondent's technical competence, including a description of in-house resources (e.g., computer capabilities, software applications, modeling programs, etc.), and Respondent's ability to draw upon multi-disciplinary staff to address the services required under the RFQ/P.
- d. Provide the volume of construction in dollars for each of the past three (3) years.
- e. Provide a statement regarding the Respondent's availability and resources.
- f. Provide a statement on financial resources, bonding capacity and insurance coverage.
- g. Provide a claims statement *for all resolved or ongoing claims*: Submit a statement indicating all suits or claims in which the Respondent or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating all claims in which claims and/or litigation have been pursued against the Respondent or its personnel. For each listed claim and/or litigation: state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

Respondent's claims statement **must** include resolved *and* ongoing claims. Respondent's claims statement **must** include claims history for Respondent *and* its personnel, as well as Associated Firms.

"Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with Respondent and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or another officer).

- h.** Contractor license number and whether license has been revoked or suspended in the last five (5) years. Respondent must hold a General Building Contractor License (B License), which is current, valid and in good standing with the Contractor's State License Board. Provide the following for each license:
 - i. Exact name of license holder on file.
 - ii. License Classification.
 - iii. License Number.
 - iv. Date Issued.
 - v. Expiration Date.
 - vi. Whether license has been suspended or revoked in the past five (5) years. If so, explain.
- i.** Provide signatory status.
- j.** Location of nearest local office and main office, if different.
- k.** Certificate(s) of Insurance identifying the firm's current insurance coverages.
- l.** Provide Non-Collusion Declaration. (**APPENDIX C-1.**)
- m.** Provide Iran Contracting Act Certification. (**APPENDIX C-2.**)

5. TAB 5 – Methods and Strategic Plan

Detailed description of Respondent's methods and plan for carrying out the Project, including:

- a.** The technical and managerial approach to the Respondent's partnership with the District. Consider the District's goals for the Project and the general functions required. Respondent may identify additional necessary tasks and discuss these in its proposed method to accomplish the work.
- b.** How Respondent plans to incorporate local subcontracting teams into the Project.
- c.** How Respondent plans to incorporate construction means and methods into the Project.
- d.** Proposed cost for completing preconstruction services for the Project for which the Proposal is being submitted.

- e. Detailed discussion of costs related to fees, general conditions, insurance, supervision, and management of the construction portion of the scope of work.

Emphasis will be given to the methods and strategic plan as they relate to preconstruction services and how the preconstruction services will transition into the construction services.

6. TAB 6 – Prior Relevant Experience

Description of the Respondent's experience with respect to the areas of community college, school district, or similar construction over the past five (5) years. Specifically, please provide a list of completed or ongoing projects the Respondent has been involved with for the past five (5) years where the total project contracts exceeded thirty-five million dollars (\$35,000,000) per project. Within that list:

- a. Identify the method (e.g., lease-leaseback, bid-build, etc.) by which each project was constructed. For lease-leaseback projects, include the total cost of each project and a breakdown of the total cost by preconstruction services and construction services.
- b. Include a discussion of Respondent's experience with working with the DSA on community college or school district projects.
- c. Identify and include discussion of Respondent's experience with projects performed in an occupied building and/or immediately adjacent to an occupied building and/or campus.
- d. Identify and include a discussion on Respondent's experience with modular construction.
- e. Identify whether the project is completed or ongoing.
- f. Identify if any of the projects had phased completion.

For the projects listed, above, be sure to also include the following information:

- a. Project's name and description;
- b. Firm's role;
- c. Award and completion dates;
- d. Project's initial contract price and final contract price;
- e. Amount of fees received;

- f.** Staffing, including Respondent's team members, subcontractors and consultants;
- g.** Relationship with owner/client;
- h.** References: Provide a contact name, telephone number and email address for the owners and indicate which key personnel of Respondent worked on each project; and
- i.** Discussion of claims, demands, and/or litigation arising from the project and involving the Respondent, and resolution of the same.
- j.** Include examples of other similar project assignments on the part of the Respondent.

7. TAB 7 – Contracting History

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

- a.** Failure to enter into a contract or professional services agreement once selected.
- b.** Withdrawal of a proposal or bid because of an error.
- c.** Termination or failure to complete a contract.
- d.** Debarment by any municipal, county, state, federal, or local agency.
- e.** Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.
- f.** Conviction of the Respondent or its principals for violating any state or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any other federal or state law related to bidding or performance of services.
- g.** Knowing concealment of any deficiency in the performance of a prior contract.
- h.** Falsification of information or submission of deceptive or fraudulent statement in connection with a contract.
- i.** Willful disregard for applicable rules, laws, or regulations.

- j. Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Respondent to perform the needed services. Accordingly, Respondent may describe mitigating factors as part of description of any of the above.

8. TAB 8 – Pricing and Contingency

The pricing will be evaluated based on the: (1) preconstruction services cost; (2) Respondent’s fee for the construction phase, which includes profit and overhead; (3) general conditions cost; (4) bonds and insurance percentage (excluding insurance provided under the OCIP); (5) construction contingency to be applied to errors and omissions; and (6) allowances, if any.

The District and selected developer will first enter into a Preconstruction Agreement, under which the developer will be required to provide a GMP for the Project. As part of the District review of the GMP, the District will expect to have access to all subcontractor bids, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and Respondent’s fees. The GMP shall include all of Respondent’s cost for labor, materials, equipment, overhead and profit, general conditions, contractor contingency, and allowances, if any, but shall specifically exclude the amount of the District contingency. In the event the selected developer realizes a savings on any aspect of the Project, such savings shall be added to the District contingency and expended consistent with the District contingency. In addition, any portion of the contractor contingency and/or allowance remaining after completion of the Project shall be added to the District contingency. If the parties agree on the GMP, the parties will execute the LLB Contract, and the selected developer will proceed with the construction phase of the Project.

9. TAB 9 – Insurance

Each Respondent must demonstrate that it meets the Contractor Prequalification requirements for District’s OCIP, as set forth at section 1.2 of the SEWUP Contractual Provisions contained at Exhibit D-1 to the Facilities Lease (**APPENDIX B**). Each RFQ/P Packet must also include a letter from the Respondent’s insurance company indicating its ability to provide the Required Contractor Provided Insurance Coverages under District’s OCIP, as set forth at section 1.7 of the SEWUP Contractual Provisions.

10. TAB 10 – Assurances

The Respondent must acknowledge each of the following items and confirm that it will be willing and able to perform these items:

Preconstruction Services: Respondent shall provide services that relate to the organization and development of the Project prior to the start of construction including the following:

- **Site Evaluation:** Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, selected developer may make recommendations relating to soils investigations and utility locations and capacities, to minimize unforeseen conditions.
- **Plan Review:** Provide plan review and constructability services. Place an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget. During the review, selected developer shall review the documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District and Bond Management team. The selected developer shall also make recommendations to the District and Bond Management team with respect to constructability, construction cost, sequence of construction, and construction duration.
- **Preconstruction Meetings:** Attend meetings at the Project site with the architect of record and the Bond Management team every two (2) weeks, until the Notice to Proceed with Construction is issued (meeting duration is approximately 2 hours).
- **Value Engineering:** Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.
- **Detailed Construction Critical Path Schedule:** Produce detailed construction critical path schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.
- **Preliminary and Detailed Estimates:** Provide preliminary construction estimates using like-kind construction costs. Upon receipt of the Project plans and specifications, provide detailed construction estimates showing the values of all major components of the Project.
- **Construction Planning:** Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.
- **Other services:** Any other services that are reasonable and necessary to control the budget and schedule.

Construction Services:

- **Project Accounting and Management Systems:** In coordination with District staff, develop the Project accounting and budget management systems. A process of up-to-date costs management will be necessary. During construction, monthly reporting will be required.

- **General Conditions:** List what is included in the Respondent's general conditions (including full-time and part-time personnel) and a monthly value of the general conditions. Indicate what would be included as a cost of work versus a line item in the general conditions. See **APPENDIX C-3** for an example.
- **Management of Project:** Administer and coordinate daily the work of all trade contractors the successful Respondent hires to work on the Project. Enforce strict performance, scheduling, and notice requirements. Document the progress and costs of the Project. Report proactively on potential schedule impacts. Recommend potential solutions to schedule problems.

11. TAB 11 – Comments to Form of Agreement

Respondents must thoroughly review the Preconstruction Agreement and LLB Contract attached to this RFQ/P as **APPENDIX B** and confirm in writing that, if given the opportunity to contract with the District, Respondent has no substantive objections to the use of the District's standard forms. Respondent must also identify any term or condition of the Preconstruction Agreement or LLB Contract that Respondent requests modifying, deleting, or adding. Respondents must set forth a clear explanation of what modification would be sought and specific alternate language. ***If selected, Respondent will be precluded from negotiating changes that have not been identified in its RFQ/P Packet.*** The District will review, but is not obligated to accept, any proposed changes.

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VII. SELECTION CRITERIA

A. Best Value Evaluation

The RFQ/P Packets will be evaluated based on the following criteria to determine the best value for the District:

CRITERIA ITEM	DESCRIPTION	MAXIMUM POINTS
Mandatory Requirements	Contractor provided all information required in this RFQ/P.	PASS / FAIL
Technical Expertise	Relevant experience with like-Projects, prior lease-leaseback experience.	100
References	References provided from prior projects checked and met District expectations.	100
Firm personnel, capacity, and methodology	Experience working and delivering projects on-time/on-budget procured under a lease-leaseback method, management and staffing approach.	100
Local business outreach and participation	What percentage of local labor/sub-contractors/business will be used in this project?	100
Interview (If used, score; if not used, all respondents receive 0 points.)	Proposed team attendance, performance, approach to work.	200
Price Points	All aspects for Respondent’s fee proposal.	250
Claims/Litigation	Acceptable history of claims and litigation.	100
Experience working with Imperial Valley College	Provide a list of on-going or prior completed projects.	50
<u>TOTAL: MAXIMUM 1,000 POINTS</u>		

Based on these criteria, District staff assign points to each proposer and then calculate the total points awarded to the proposer. The more points, the higher the proposer is ranked. The highest ranked proposer reflects the best combination of price and qualifications for the Project.

B. District Investigations

The District may perform investigations of proposing parties that extend beyond contacting the references identified in the proposals.

C. Selection Process

RFQ/P Packets shall be evaluated, and the Project awarded in the following manner:

1. All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in RFQ/P.
2. District shall evaluate the Respondents based on criteria and evaluation methodology stated in the RFQ/P and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the District.
3. The District's Governing Board shall award the Project to the responsive proposer whose proposal is determined to be the best value to the District.
4. If the selected developer refuses or fails to execute the tendered proposed contract, the Governing Board may award the contract to the proposer with the second highest best value score if it deems it to be for the best interest of the District. If the second selected developer refuses or fails to execute the tendered instrument, the Governing Board may award the instrument to the proposer with the third highest best value score if it deems it to be for the best interest of the District.

D. Interviews

The District may invite some of the finalists to meet with a District selection committee. Key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the proposal, the firm's history, and other matters the committee deems relevant to firm evaluation with the firm. The interview will start with the firm presenting its proposal and its Project team. The finalists may be required to submit in advance of the interview a more detailed fee proposal. If requested, this fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work.

Any comments or objections to the form of Preconstruction Agreement or LLB Contract attached hereto as **APPENDIX B** to this RFQ/P shall be provided in writing in the RFQ/P Packet and may be the subject of inquiry at the interview. Comments on the form of Preconstruction Agreement or LLB Contract will be excluded from the page count. District reserves the right to accept, reject or negotiate requested revisions. Any comments or objections to the form of Preconstruction Agreement or LLB Contract not provided in writing before the interview will not be entertained by the District.

E. Final Determination and Award

The awarding of contract(s) is at the sole discretion of the District. The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein and/or in an agreement offered to the entity, to reject any proposal as non-responsive, and/or not to contract with any firm 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 proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

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

APPENDIX A
Project Description

Project Name: Auto Technology, Diesel and Agriculture Industrial Automation, Art and Maker Space Building, and Conference Center Project.

[Project Description](#)

Completion Date: December 31, 2024

Project Estimate: \$39,000,000

Architect: Sanders Inc.

APPENDIX B
Form of Agreement

See Attached:

[Agreement for Preconstruction Services](#)

[Site Lease](#)

[Facilities Lease](#)

LLB Contract Documents:

- [C3](#)
- [C4](#)
- [C5](#)

[Owner Controlled Insurance Program \(OCIP\)](#)

Alternately, you may view or download the related documents on our website:
<https://www.imperial.edu/about/request-for-proposals/>.

APPENDIX C-1

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing
[Title] [Name of Firm]
bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]
at _____,
[City] [State].

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

APPENDIX C-2

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

OPTION 1. Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OPTION 2. Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

APPENDIX C-3

**Allowable General Condition Costs
Construction Phase Scope Detail**

Project (On Site Jobsite Staff)		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor	X			
14	Safety &. E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (OSP)	X			
21	SWPPP Creation, Approval, Notifications	X			

Temporary Utilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies for construction	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if	X			
16	Trash Chute & Hopper (if applicable)	X			

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Office Trailer including shared office for IOR & CM (office must include lockable door, 2 desks, 2 chairs, 1 file cabinet, and Wi-Fi connection)		X		
2	Storage Trailer & Tool Shed Rental		X		
3	Office Furniture/Equip/computers		X		
4	Xerox Copies/Misc Printing		X		
5	Postage/UPS/FedEx		X		
6	Project Photographs		X		
7	Temporary Toilets		X		
8	Project Sign		X		
9	Temporary Fencing/Enclosures		X		
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards		X		
19	Watchman Service		X		
20	Phone/fax lines, cell phones, WiFi		X		
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds				
2	Developer-provided insurance				
3	Printing - Drwgs & Specs (Max of 15 sets)				X
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X

Hoisting		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
10	Erect & Dismantle Crane	X			
11	Fuel, Repairs, Maintenance	X			
12	Crane Raising/Jumping Costs	X			
13	Safety Inspections	X			
14	Forklift Rental	X			
15	Forklift Operator	X			
16	Forklift Safety Inspections	X			
17	Fuel, Repairs, Maintenance	X			

Contractor's Main Office Staff		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	
General Conditions Total Cost transfer to Fee Proposal			\$		