



**REQUEST FOR
QUALIFICATIONS
AND
REQUEST FOR PROPOSALS
FOR
PRECONSTRUCTION AND LEASE-LEASEBACK
SERVICES
FOR WISEBURN DA VINCI CTE STUDIO
PHASE 1 - HANGAR BUILDING**

Proposal Deadline Date

March 15, 2023

at 12:00pm

Submit to:

**Wiseburn + DV CTE Studio
Wiseburn USD Selection Committee
Superintendent's Office
201 N. Douglas Street
El Segundo, California 90245**

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I. PURPOSE OF THE RFP:

The Wiseburn Unified School District ("The District") will manage the construction of the CTE Studio and will enter into a contract with a construction services firm to complete the work. In the interest of time, DV Schools will manage the initial RFQ/P process.

By way of this Request for Proposals ("RFP"), the Da Vinci Schools ("Da Vinci") and the District seek proposals from lease-leaseback contractors ("Contractor" or "Firm") to provide preconstruction services and lease-leaseback construction services for the Da Vinci Schools CTE Studio Project, Phase 1 - Hangar Building ("Project"). Da Vinci anticipates that one Firm will perform the Project through a master lease-leaseback agreement. This RFP aims to obtain information that will enable Da Vinci to select a lease-leaseback Contractor using the "best value" competitive procurement process under Education Code section 17400 et seq., which can assist Da Vinci with both preconstruction services and construction services. The "best value" competitive procurement process is an evaluation process whereby Da Vinci selects a Firm based on objective criteria for evaluating Firms' qualifications. The selected Firm represents the best combination of price and qualifications. Therefore, each Contractor responding to this RFP should be prepared and qualified to provide the preconstruction services and lease-leaseback construction services described in this RFP to Da Vinci in an expeditious and timely manner and on relatively short notice to enable Da Vinci to meet critical time deadlines and schedules.

II. BACKGROUND ON THE PROJECT:

Da Vinci Schools is a public charter school network located in El Segundo, CA serving close to 2,700 students in grades TK-16 from 100+ zip codes in five high schools, a unique elementary model combining homeschool instruction with school-based learning, and a post-secondary pathway leading to college degree completion. Da Vinci Schools' college and career-ready model puts project-based, real-world learning aligned to workforce needs at the center of a collaborative learning environment where students are known well and valued. Industry and higher education partners play a vital role by connecting the education to employment pipeline so students are prepared for college, career, and life.

The Project will be constructed using the lease-leaseback project delivery method authorized by Education Code section 17400 et seq. Da Vinci has contracted with SVA Architects as the Architects of Record for the Project. The lease-leaseback Contractor will be expected to provide preconstruction and lease-leaseback construction services for the Project as they become available.

Phase 1 of the CTE Studio Project includes one hangar building which will be approximately 4,200 square feet and 20 feet tall to house a full-scale assembly area and robotics testing area. JTS Modular will design the building superstructure.

III. RFP TIMELINE:

Request for Proposals Issued	February 14, 2023
Deadline for Questions	March 3, 2023
Responses to the Questions	March 8, 2023
Due Date for Proposals	March 15, 2023 by 12:00 pm
Notification/Invitation to Interviews	March 16, 2023
Interviews	March 20, 2023
Due Date for Fee Proposals	Bring to Interview
Anticipated Board Approval Dates	March 23, 2023
Notification of Selected Firm	March 24, 2023

Estimated dates are subject to revision at Da Vinci's discretion.

IV. QUESTIONS AND CLARIFICATION OF THE RFP

All questions, requests for explanation, or clarifications regarding this RFP shall be written and submitted via email to Steve Wallis at swallis@davincischools.org; by **no later than 12:00 pm, March 3, 2023**. A response will not be provided to any late questions or requests for explanation or clarifications. All addenda and clarifications will be posted on Da Vinci's website, www.davincischools.org, and provided to those Firms registered with Da Vinci. 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 Da Vinci's clarifications.

V. PRECONSTRUCTION SERVICES

Da Vinci anticipates that the successful Contractor will provide preconstruction services including, but not limited to, reviewing the various Project plans and specifications during the design of the Project to identify and note all deficiencies, incongruities, and inconsistencies that may affect the constructability of the Project including, but not limited to, design and specification omissions, incomplete and inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and required services to facilitate and prepare for the successful development and construction of the various Project.

The preconstruction services will also include, but not be limited to, the following tasks: design meeting with the architects and engineers; review and validation of estimates prepared by the architect; preparation of a master critical path method schedule for the Project; preparation of cost estimates based on the final construction documents, including allowances, contingencies, general conditions, costs and fees; constructability reviews; value engineering; construction planning and phasing, and cost proposal strategies all with the goal that the DSA-approved plans and specifications for the Project will be complete such that a licensed general building contractor can construct the Project in strict accordance with the DSA-approved plans and specifications without change orders, delays, or additional charges to the District.

The successful Contractor shall not provide any preconstruction services or work that requires a contractor's license according to Business and Professions Code section 7065 et seq.

VI. 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 general work according 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 according 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 outlined in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., Da Vinci 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 Da Vinci to any interested party on request and from the Department of Industrial Relations Director.

VII. SUBCONTRACTOR DESIGNATIONS

According to Education Code section 17406(a)(4)(A), Da Vinci does NOT require all Firms to identify and designate the subcontractors in their proposals. However, after the award of the lease-leaseback contract for the Project, and following Education Code section 17406(a)(4)(B), any subcontractor whose subcontract value exceeds one-half of one percent of the price allocable to the total construction work on the Project must be awarded a subcontract following the following process:

- A.** Provide public notice of the availability of work to be subcontracted following publication requirements applicable to the competitive bidding process of Da Vinci, 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 on a best value basis or to the lowest responsible bidder.

The process above may include prequalification or short-listing. 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 adequately and currently registered with the California Department of Industrial Relations and qualified to perform public works according to Labor Code section 1725.5 throughout the Project.

VIII. CONTENTS OF THE PROPOSAL

Firms must submit one original, three (3) hard copies, and a digital copy (on a thumb drive) of the Proposal. All proposals should address the requested information for each evaluation category 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 Nancy Bartolo, OAR/Construction Manager, stating the Firm's eligibility 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 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 of the mandatory requirements specified in Section VIII(C)(1) will disqualify your Firm from further consideration for this RFP.
 - a. Lease-Leaseback Contractor and Subcontractor Prequalification** – All Firms submitting a proposal to this RFP must be prequalified with Da Vinci and/or the District according to Public Contract Code section 20111.6 (b)-(m) without exception before submitting a proposal. **Any Firm that submits a proposal and is not prequalified** will be deemed non-responsive, and that Firm's Proposal will be rejected and returned to the Firm unopened. [Prequalification form](https://www.davincischools.org/about/public-notices/) is available from the Da Vinci website at <https://www.davincischools.org/about/public-notices/>. Prequalification documents must be submitted to Da Vinci by 12:00 pm, **March 15, 2023**. Contractors will be notified by telephone, email, or mail of their prequalification rating within a reasonable period after submission of their prequalification documents, but not less than five business days before the Proposal submission deadline. **Contractors currently prequalified with Da Vinci and/or the District for lease-**

leaseback Project will not need to submit another prequalification package. Provide a copy of your current prequalification status letter from Da Vinci with your Proposal.

All mechanical, electrical, or plumbing ("MEP") subcontractors (defined as contractors that **hold** a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 license) must also be prequalified. This prequalification requirement applies even if the subcontractor will perform, or is designated and identified to perform, work that does not require one of the licenses listed above. Still, the subcontractor **holds** one of the licenses listed above.

MEP subcontractors (as defined above) must be prequalified before awarding their respective subcontract. A list of prequalified MEP subcontractors will be made available by Da Vinci and the District upon request but not less than five business days before the proposal submission deadline. However, it is the Contractor's responsibility to ensure that all MEP subcontractors **holding** any of the licenses listed above are appropriately prequalified.

- b. **Contractor Responsibility** – Identify if your Firm has ever had the following occur in the past seven (7) years. For this paragraph, "Firm" shall include any present or past (over the last five 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;
 - The 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.
- c. **License Requirements** – According 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. In addition, subcontractors must possess the appropriate license for the work to be performed on the Project.

- d. **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. In addition, 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 35.13 of the Construction Services Agreement.
 - e. **Insurance Requirements** – Contractor to provide all stipulated coverage for offsite and onsite construction activities as required under the Construction Services Agreement.
2. **Firm Personnel, Capacity, and Methodology – Attachment 1.** 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 preconstruction and lease-leaseback services on California school construction projects. Include information regarding the Firm's size, 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 Da Vinci 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 a focus on public works projects and emphasis on K-12 projects providing preconstruction and lease-leaseback services, including dates and durations of each Project listed and the name of the Firm where employed. In addition, include a discussion on the Firm's philosophy and approach to providing outstanding customer service.

- c. **Capacity & Methodology** – Describe how the Firm will provide services and fulfill the requirements and expectations of Da Vinci and 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. In addition, describe the Firm's ability to provide preconstruction and lease-leaseback services exclusively and promptly for Da Vinci and/or the District and the Firm's commitment to providing experienced personnel assigned to Da Vinci and the District's Project.

- d. **Litigation** – Furnish and provide specific information on any termination for convenience, litigation settled, or judgments entered within the last five (5) years and any civil judgments within the previous five (5) years. In addition, identify if the Firm or any employee 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 conflict 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.

- 3. **Relevant Experience and Past Performance** – Description of past performance and related experience. Each Firm must submit a list of its most relevant preconstruction and lease-leaseback services provided in the past five (5) years that are the approximate size of the Project described in the RFP. The list shall include: (1) a description and size of the Project, (2) the scope of the work, (3) dates services were performed for preconstruction services and lease-leaseback services, and (4) the total price for the Project (please state amounts separately for preconstruction services and lease-leaseback services and

include the final **guaranteed maximum price (GMP)** and all contingencies and allowances), and (5) owner's name, address, and phone number.

4. **Preconstruction Services** – Describe your methodology in providing preconstruction services for the Project, explicitly discussing value engineering, constructability review, estimating, and scheduling. Provide examples of constructability reviews that you performed that identified significant design conflicts or omissions and value engineering that resulted in substantial savings of money or time. State whether your Firm has building information modeling capability and use of BIM on prior lease-leaseback Project.
5. **Labor Compliance/Skilled and Trained Workforce** – Describe your ability to comply with statutory requirements for the payment of prevailing wages, including monitoring and enforcing your subcontractor's payment of prevailing wages. Provide copies of any DIR Civil Wage and Penalty Assessment issued 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 apprentice 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 using "skilled journeypersons" for each apprentice 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 apprentice occupation(s) will be the most difficult to meet the percentage requirements for skilled journeypersons on the Project and state why.

6. **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 years that resulted in a construction fatality on any of your projects and provide details for each incident.

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

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

7. **Local Business Outreach and Participation** - Da Vinci is vitally interested in promoting the growth of small and local businesses within the boundaries of Da Vinci and the City of El Segundo by increasing the participation of these businesses in Da Vinci's purchase of goods and services. Da Vinci has a goal of five (5) percent of all contracts for these services to be awarded to local businesses. A locally-owned business, to satisfy this provision's locality requirements, holds a valid business license issued by the city where Da Vinci is located or the city or cities where Da Vinci has schools. Describe the Firm's plan to include local businesses in the services for Da Vinci.

8. **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 in Attachment 1, Firm Questionnaire, Section E for the District's review and consideration, which the District may or may not accept at their discretion. Any comments that the proposers and contractors do not submit at the time of their Proposal will not be considered.

D. Fee Proposal – Preconstruction Fee, Lease-Leaseback Fee, and General Conditions – "Attachment 2"

***THIS IS ONLY REQUIRED FOR THOSE SHORT-LISTED FIRMS INVITED TO INTERVIEW.**

Provide a lump sum fee for preconstruction services, the lease-leaseback fee, and a monthly general conditions fee on Attachment 2. The proposed fees should include all direct labor costs, fringe benefits, insurance, overhead, profit, and other expenses the Contractor will incur in the preconstruction and lease-leaseback construction services.

IX. PREPARATION AND SUBMITTAL OF THE PROPOSAL

A. Proposal Submittal and Deadline

One original, three (3) hard copies and a digital copy (on a thumb drive) of the Proposal must be submitted under sealed cover by no later than **4 pm on DATE**. Label the outside of the sealed proposal envelope or box with your company name, proposal title, and RFP deadline.

Proposals shall be delivered to the attention of:

Steve Wallis
CTE Studio Project Manager
Da Vinci Schools
201 N Douglas Street
El Segundo, CA 90245

It is the sole responsibility of the Firm submitting the Proposal to ensure that its Proposal is received in the office before the deadline time and due date. Unless a written amendment extends this RFP, proposals received after the time of the due date will not be considered. Additionally, faxed or emailed proposals will not be accepted.

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 contains alterations of form or significant irregularities of any kind as determined by Da Vinci and/or the District. In addition, a proposal will be rejected if, in the opinion of Da Vinci and/or the District, the information contained therein was intended to mislead Da Vinci or the District in the evaluation of the Proposal.

C. Da Vinci Not Responsible For Preparation Costs

All costs incurred in the preparation, submission, and presentation of Firms responding to the RFP, including, but not limited to, the Firm's travel expenses or long-distance charges to attend any pre-conferences, presentations, interviews, and negotiation sessions, shall be the sole responsibility of the Firm and will not be reimbursed by Da Vinci or the District. Da Vinci nor the District shall not pay for any costs incurred for the Proposal or contract preparation due to the termination of this RFP or the contract resulting from this RFP.

D. Right to Use Ideas

All proposals and other materials submitted become the property of Da Vinci and the District. Da Vinci and the District reserve 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 re-submission, provided the proposed withdrawal is before the specified deadline.

F. Amendments

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

G. Equal Opportunity

The Firm shall certify that it is an Equal Opportunity Employer, 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, Da Vinci and the 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 Da Vinci and/or 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, Da Vinci and/or 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 Da Vinci and/or 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 Da Vinci and 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 Da Vinci and the District, their employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. (See, Construction Services Agreement Section 35.4 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 Da Vinci or 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 Da Vinci and 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 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, 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.

X. PROPOSAL EVALUATION AND BEST VALUE SCORE

A. Proposal Evaluation Committee

Da Vinci and the District's Proposal Evaluation Committee will have at least three (3) members. It will score each Proposal based on the evaluation categories and points outlined in the RFP (See Section X.B.). Each Firm's Proposal will be evaluated and scored only on the information included in the Proposal. Suppose any information is missing or incomplete in your Proposal. In that case, you will not be provided the opportunity to supply the missing or incomplete information, nor will Da Vinci or 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 of the Proposal Evaluation Committee will independently score each Proposal. Each Firm's score will equal the average score from the Evaluation Committee (i.e., the total number of points from the Proposal Evaluation Committee divided by the number of Proposal Evaluation Committee members: initial score = total of issues/number of committee members). The initial score will be calculated in 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 nine (9) Evaluation Categories, as discussed in Section VIII.C., and the maximum number of points for each category is shown in the table below. There are 1500 possible points.

EVALUATION CATEGORY	POINTS
Mandatory Requirements	Pass/Fail
Firm Personnel, Capacity, and Methodology	325
Relevant Experience and Past Performance	350
Preconstruction Services	50
Labor Compliance/Skilled and Trained Workforce	100
Safety	50
Local Business Outreach and Participation	75
Exceptions to Preconstruction/LLB Agreements	50
Price (Attachment 2)	200
Interview (if used)	300
MAXIMUM TOTAL SCORE	1500

C. Short List Interviews

After each Firm's score is calculated, the Proposal Evaluation Committee may, at its sole discretion, determine the short list of Firms to interview with the Proposal

Evaluation Committee. If interviews are conducted, the interview will consist of a presentation (15 minutes) followed by a question and answer period (15 minutes). After the interview, the Proposal Evaluation Committee will add the points for the "Interview" Evaluation Category based on the information presented during the interviews and the Firm's performance to determine the Firm's total final score. For example, suppose the Firm provides information during the Interview that differs from or clarifies any information the Proposal submitted. In that case, the Proposal Evaluation Committee reserves the right to adjust any previous points given to the Firm in the appropriate Evaluation Category. The final scores will determine the Best Value Scores (as defined in Education Code section 17400). Best Value score = total of points/number of committee members. The Best Value Score will not be calculated for those Firms not invited to interview with the Proposal Evaluation Committee.

XI. GENERAL TERMS AND CONDITIONS

Da Vinci and the District Obligation

Receipt of proposals and responses to this RFP does not obligate Da Vinci or the District in any way. Da Vinci and the District reserve the right to accept or reject any bids and waive any irregularities or informalities in any proposal or the RFP process.

Award of Contract

This RFP implies no obligation to award contracts to any Firm. However, if it is in Da Vinci and the District's best interest, the District retains the sole and absolute right to select the Firm that best meets the District's requirements. The award is subject to acceptance by the Governing Board of the Wiseburn Unified School District. Da Vinci and/or the District also reserve the right to reject any or all proposals.

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. All appropriate documentation has been received and approved by the District, and a purchase order has been issued. However, Da Vinci and the District shall not be responsible for work done, even in good faith, before approving the District's Agreement and purchase order issuance.

Ownership of Documents

All proposals and materials submitted in response to this RFP shall become the property of Da Vinci and the District and shall be considered a part of 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 Da Vinci and the District. Da Vinci and the District may use them without additional compensation to the selected Firm. The Firm chosen 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.

Da Vinci 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, Da Vinci and the District have a zero-tolerance policy for all Firms having contact with students without clearance from the State Department of Justice. Therefore, all assigned personnel shall comply with the fingerprinting clearance law before providing services at the school sites.

ATTACHMENT 1 – FIRM QUESTIONNAIRE

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

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

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

SECTION A - GENERAL INFORMATION

(1) Respondent name, address, and contact information:

(2) Telephone: _____ Facsimile: _____

Email and Internet Addresses: _____

(3) Type of Respondent: (check one)

Individual _____ Partnership _____ Corporation _____

(4) Names and titles of all principals/officers of the Respondent:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number?

(a) If yes, give other names, addresses, and certification or license numbers.

(b) Name _____

Address _____

License No. (if any) _____

(7) How many years has Respondent been in business under its present business name?

(8) How many years of experience does Respondent have providing similar services?

(9) For how many public agencies have Respondent provided similar services?

(10) Please list the public agencies, including any school that Respondent has provided similar services for:

(11) Please attach a short history of the Respondent, including whether it is local, national, or international, as well as an approximate number of employees. Also, provide the number of offices and locations.

- (12) Identify preconstruction and lease-leaseback construction services performed for other school districts in accordance with the parameters described above.
- (13) Describe how Respondent has successfully provided preconstruction and lease-leaseback construction services such as those described herein.
- (14) Describe the unique or innovative preconstruction and lease-leaseback construction services utilized on previous projects.

SECTION B – LEGAL

(15) Have you or your principals been in any claim, litigation, or arbitration on questions relating to similar services involving a school or community college district during the prior five (5) years?

(a) If yes, provide the name of the public agency and briefly detail the dispute:

(16) Have you ever had a service agreement terminated for convenience in the prior five (5) years?

(a) If yes, provide details, including the name of the other party:

(17) Is Respondent, owners, and any principal or manager involved in or is Respondent aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

(a) If yes, provide details:

(18) Is Respondent, owners, and any principals or manager involved in or aware of any pending disciplinary action and investigation conducted by any local, state, or federal agency?

(a) If yes, provide details:

(20) Will Respondent comply with all Da Vinci, the District, local, state, and federal legal requirements, regulations, and laws?

SECTION C – ADDITIONAL INFORMATION

(21) Please provide any other information that may assist Da Vinci and the District in ascertaining your qualifications, capability, and customer service under any resultant agreement.

SECTION D – CONFLICT OF INTEREST

(22) Have you ever had any direct or indirect business, financial or other connection with any official, employee, or consultant of Da Vinci or the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

SECTION E. Exceptions to Agreement Forms

The Firm is required to list any exceptions to terms in the Agreement Forms below.

I certify under penalty of perjury under the laws of the State of California that the information provided in the preceding Firm Questionnaire is true and correct.

Executed this ____ day of _____ 2022, at _____,
the State of _____

Company Name

Signature

Title

Print Name

ATTACHMENT 2 – FEE PROPOSAL

This fee proposal, "Attachment 2", must be submitted with the Proposal. The Firm proposes the following fees:

1. The preconstruction fee should be expressed as a lump sum firm fixed price based on the construction budget, schedule, and descriptions in Sections II and V of this RFP.

Preconstruction Fee: [LUMP SUM] \$_____

2. The lease-leaseback fee shall include the Firm's overhead, profit, and all other costs (excluding general conditions) and should be expressed as a percentage and shall be the same as the "Contractor's Fee" as outlined in Article 3 of the Construction Services Agreement in Attachment 3 to this RFP.

NOTE: Should the Firm try to revise the Contractor's Fee so that it exceeds the percentage below, the Firm agrees and acknowledges that Da Vinci and/or the District has the right to deem the Firm's Proposal non-responsive, cancel the lease-leaseback contract without owing any fees or costs to the Firm, and award a contract to another contractor/Firm.

Lease-Leaseback Fee: _____% of the construction budget.

Please provide a breakdown of the costs below:

- 1. Overhead _____
- 2. Profit / Fee _____
- 3. Insurance _____
- 4. Bond Cost _____

3. The general conditions should be expressed as a monthly rate based on the construction budget, schedule, and description in Section II of the RFP.

General Conditions: \$_____ /month*

*Please provide as a backup for the general conditions a line item listing of the proposed monthly general conditions and the corresponding monthly cost that you propose using for the Project. Failure to include this backup line item listing will severely impact your score for this category.

4. **Total Fee Proposal:**

For scoring the fee proposals, the monthly fees will be multiplied by 12 months to calculate

the total fee for evaluation purposes, and the total fee will be used to calculate the Best Value Score. The actual Lease-leaseback Fee and General Conditions price for the Firm awarded the contract will be based on the final construction budget and term of the lease-leaseback contract.

1. Preconstruction Fee: = \$ _____
2. Lease-leaseback Fee: _____% x [construction budget] = _____
3. General Conditions: \$ _____/month x [no. of months] = _____

TOTAL PROPOSED FEE: [1+2+3] State the total proposed fee in both numbers and words:

\$ _____

Executed this _____ day of _____, 2022

Company Name

Signature

Title

Print Name

ATTACHMENT 3 – AGREEMENT FORMS

1. [Master Site Lease Agreement](#)
2. [Master Sublease Agreement](#)
3. [Master Construction Services Agreement](#)