

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT



**REQUEST FOR PROPOSALS NO. 182
FOR
CONSTRUCTION MANAGEMENT AT-RISK SERVICES
AT INDIAN SPRINGS HIGH SCHOOL
PERFORMING ARTS CENTER**

PROPOSALS DEADLINE DATE

April 5, 2016 by 3:00PM

SUBMIT TO

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Facilities Management/Maintenance & Operations Department
956 W. 9th Street
San Bernardino, California 92411
Phone: (909) 388-6100
Attention: **Jennifer Wilhelm**

TABLE OF CONTENTS

Notice Calling for Proposals	Front Page
Table of Contents	p. 2
Project Rendering	p. 3
Purpose of the RFP	p. 4
Background on Indian Springs High School	p. 4
Project Introduction	p. 4
RFP Time Line	p. 5
Site Walk	p. 5
Questions and Clarification of the RFP	p. 5
Contents of the RFP	pp. 6 - 9
Preparation and Submittal of Proposal	pp. 10 - 12
Proposal Evaluation	p. 13
General Terms and Conditions	pp. 14 - 15
Exhibit A - Agreement	
Exhibit B - Parcel Map	
Attachment 1 - Scope of Services	
Attachment 2 - Firm Questionnaire	
Attachment 3 - Fee Proposal Sheet	
Attachment 4 - Equal Employment Opportunity Certification	
Attachment 5 - Firm's Certificate Regarding Workmen's Compensation	
Attachment 6 - Local Business Outreach Program (LBOP)	



PURPOSE OF THE RFP:

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District (SBCUSD) Facilities Management Department acting by and through its Governing Board, hereinafter referred to as the DISTRICT, is soliciting and issuing this Request for Proposals (“RFP”) and will receive up to, but no later than **Tuesday, April 5, 2016 by 3:00PM**, proposals (“proposal”) from interested individuals, firms and entities who can provide professional Construction Management At-Risk Services (CMAR) for the Performing Arts Center at Indian Springs High School. All qualified CMAR firms described in the RFP, including local firms are encouraged to submit proposals.

Proposals must be submitted in a sealed envelope, addressed as indicated on the front page, with the name and address of the firm in the upper, left corner, under which should be clearly printed: **REQUEST FOR PROPOSALS NO. 182 – INDIAN SPRINGS HS PERFORMING ARTS CENTER – CONSTRUCTION MANAGEMENT AT-RISK SERVICES.**

BACKGROUND ON INDIAN SPRINGS HIGH SCHOOL:

Indian Springs High School opened to students on August 1, 2012. Indian Springs HS cost \$57.7 million dollars and was built with Financial Hardship Funding. The campus includes 18 buildings with 104 classrooms. The 231,680 square foot campus includes a gymnasium, library, multi-purpose room and science labs with modern technology. In 2015 a Sports Complex was constructed that added a swimming pool and support structures, concession and restrooms, sitework, new bleachers, field lighting and related work.

PERFORMING ARTS CENTER PROJECT INTRODUCTION:

The District is looking to expand its existing High School Facility to include a \$9.5 million Performing Arts Center. The Performing Arts Center will be built on approximately 1.6 acres of District-owned, undeveloped land. The Performing Arts Center will be located at the North-West corner of Del Rosa Drive and 6th Street (see Exhibit B for exact location).

The Architect of Record for the Performing Arts Center is John Sergio Fisher & Associates, Inc. (JSFA). CEQA Services are being provided by The Planning Center. Plans are currently being reviewed by the Division of State Architect (DSA); File Number 114977, 36 H-7. DSA submission set is available through C2 Reprographics at c2repro.com. DSA approval is anticipated in August of 2016 and the Bid and Award Phase is anticipated between August and October of 2016. Construction completion is anticipated in October of 2017.

RFP TIMELINE*:

Request for Proposals Issued	March 10, 2016
Site Walk (Non-Mandatory)	March 18, 2016
Deadline for Submittal of Questions	March 22, 2016
Responses to the Questions Submitted	March 29, 2016
Due Date for Submittal of Proposals	April 05, 2016 by 3:00PM
Notification of Recommended Firm	April 19, 2016
Anticipated Board Approval Date	May 17, 2016
Notice to Proceed	May 20, 2016

* Dates are subject to change.

SITE WALK

A site walk will be held at the address below on **Friday, March 18, 2016**. Attendees will meet with the District Project Manager at the site in front of the campus, near the flag pole. Attendance at the site walk is not mandatory, but the respondent is solely responsible for understanding the requirements of the project.

Indian Springs High School
650 Del Rosa Drive
San Bernardino, CA 92410

QUESTIONS AND CLARIFICATION OF THE RFP

Questions, requests for explanation or clarifications of any kinds in regards to this RFP shall be made in written form, submitted via email to Jennifer Wilhelm, Business Outreach Coordinator, at jennifer.wilhelm@sbcusd.k12.ca.us; by no later than **3:00 p.m., March 22, 2016**.

Potential respondents are not to contact any District person, AECOM person, Board Member or other project consultant other than the contact above.

The District will advise all firms known to have received a copy of the RFP of responses to the requests received for explanation or clarification by email and on the Facilities website at www.sbcusdfacilities.com; all firms are advised to check the Facilities website for any updates.

CONTENTS OF THE REQUEST FOR PROPOSALS

Firms must submit one (1) original, three (3) hard copies and a compact disc “CD” copy of the proposals. All proposals should address the following items in the order listed below. The proposals are to demonstrate the qualifications, competence and capacity of the firm:

1. **Cover Letter/Letter of Interest** - Include a cover letter stating the eligibility of the firm to respond to this RFP, a brief description of the firm and statement of interest.
2. **Table of Contents** – The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers.
3. **Firm’s Data** – The following shall be stated:
 - a. **Description of Firm’s Company** – Include information regarding the size of the company, location of the office from which the required services would be performed, nature of work performed, and years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
 - b. **Firms Personnel and Staffing Resources** – Submit resume(s) or profiles for each principal, professional and sub-consultant staff who will be proposed to provide the requested services, including their qualifications and recent related experience providing similar services. Each resume shall include but not be limited to the following information; (a) Education; (b) Years of relevant experience; (c) Professional registrations, certifications and affiliations (d) Project-specific experience with focus on Performing Arts related projects, including dates and durations of each project listed and the name of firm where employed.

Proposed personnel are required to remain on the project through completion. Changes to key personnel during the construction of the project are grounds for the termination of the Agreement.

Identify any proposed consultants and any other relevant disciplines. List any professional license numbers and dates as well as business address, telephone number and fax number. Include brief resumes and related experiences for appropriate members of these firms.

- c. **Capacity & Methodology** – Describe how the firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of services while meeting any deadlines, record of meeting schedules and deadlines of other clients; advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Describe the firm’s ability to provide construction management services exclusively and in a timely manner for the District and the firm’s commitment to providing personnel assigned to District’s Projects. Information should be furnished for both the respondent and any sub consultants included in the proposal

d. Experience – Description of past performances of Performing Arts Centers and related experience.

- i. Experience - Each firm shall state the number of years the firm has conducted business. Firms must have at least five (5) years' experience in providing the outlined scope of services for Performing Arts related projects, preferably K-12 Districts. Please provide at least three (3) references for K-12 Districts or other education institutions.
- ii. Project Specific Experience - Each firm shall provide a description of three (3) or more Performing Arts related projects. Preference will be given to firms for K-12 projects within the last five years. Demonstrated projects should be in an excess of \$10 million with full DSA approval. Please include the role of the firm, dollar value of the project, project description as well as the names of staff, relationship to client, and contact name. Please include the position, entity name, telephone number, and email address.

If applicable, specify the construction management services the firm may have provided for the District previously. State the scope of each project, and the beginning and ending dates of services.

e. Financial Information – Under separate cover, furnish as appendix financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the responses and award of ensuing contracts.)

At the request of the proposing firm, financial information may be returned or destroyed at the end of the selection process.

f. Change Order Data - Provide change order data for the last three (3) Performing Arts related projects performed, including projects listed under Project Specific Experience (Item 3, Section d). Include original estimates of project costs and a brief explanation of the change orders. List the purpose of the change order and by who and why it was requested.

g. Customer Service Commitment – Describe the firm's philosophy and approach for providing outstanding customer service.

h. Local Business Participation – Describe the firm's plan for inclusion of local businesses in the services to be provided for the District. A locally owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the County or the City and where the owner maintains an office in the City of San Bernardino or City of Highland. The District requires that at least ten (10) percent of all contracts for these services be set aside by the selected firm(s) for local businesses.

i. Litigation – Furnish and provide specific information on any termination for default, litigations settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five

(5) years. Identify if the firm or any employee of the firm is a party to an existing dispute with an owner, owner's consultants or contractors, related to any project for which the firm provided Construction Management Services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the firm has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

- j. Additional Information** - Firms are encouraged to provide additional information or description of resources the firm feels is pertinent to the RFP. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.
- 4. Firm Questionnaire "Attachment 2"** – Each firm must completely answer the questions in Attachment 2 of the RFP. Note: Questions may be answered in other sections of the proposal if clearly and conspicuously identified on the questionnaire.
- 5. Fee Proposal Sheet and Reimbursable Expenses "Attachment 3"** – The Respondent shall state in the table shown in Attachment 3, the total fee for services required under this RFP.

 - a. Fee Schedule:** Fee Schedule will consist of all required construction costs as defined under Section 1.1.3 of the attached agreement. Construction Costs are defined as the sum total of the following items:

 - 1. Total of separate contracts pursuant to Section 1.1.6 of the Agreement
 - 2. Construction Management Fee
 - 3. General Conditions per Section 4.3 of the Agreement
 - 4. Contingency funds as defined by Attachment 3 and Sections 4.5, 4.5.1 and 4.5.2 of the Agreement
 - 5. Insurance as defined by Section 4.4.1

It is anticipated that the District will not spend more than \$9,850,000 in construction related costs.

- b. Rate Schedule:** Include proposed hourly rates for all proposed staff assigned to the project including rates for any sub-consultants. These should be quoted as fully-burdened (e.g., direct labor + overhead + profit) hourly rates offered on a time-and- materials basis.

Note: The District does not reimburse travel expenses to and from District offices and/or project sites.

Note: Additional service fees shall be negotiated with the selected firm on a lump sum basis.

5. **Equal Employment Opportunity (EEO) Certification “Attachment 4”** – Each responding firm must certify that compliance with the federal EEO requirements is met.
6. **Worker’s Compensation Insurance Certification “Attachment 5”** - Complete and sign the Worker’s Compensation Insurance Certification form. Respondents shall describe the outcome of design and construction-related claims, if any, filed against the firm’s general liability or professional liability or automobile liability insurance carriers during the most recent five (5) years. Proof of Insurance for General Liability, Professional Liability, Public Liability and Auto Liability or a statement of liability shall be required from the successful firm according to the terms of this RFP.
7. **Local Business Outreach Program “Attachment 6”**– Firms are requested to submit the District’s Local Business Outreach Program (LBOP) registration form. The District is using this form to monitor the participation of local professional service providers in the Facilities Capital Improvement Program. Copies of the LBOP registration form is attached hereto as Attachment 6.

At a minimum, the following documents will be required of the selected firms:

- Proof of DOJ Fingerprinting clearance
- W-9 Form (IRS Form 1099)

PREPARATION AND SUBMITTAL OF THE RFP

Proposal Submittal and Deadline

One (1) original, three (3) hard copies and a CD copy of the proposals must be submitted under sealed cover by no later **than 3:00PM on April 5, 2016**. Mark your company name, proposal title and RFP deadline on the outside of the sealed proposal envelope or box.

Proposals shall be delivered to the attention of:

Jennifer Wilhelm, Business Outreach Coordinator,
Facilities Management Department,
San Bernardino City Unified School District,
956 W. 9th Street,
San Bernardino, CA 92411
jennifer.wilhelm@sbcusd.k12.ca.us;

It is the sole responsibility of the firm submitting the proposal to ensure that their proposal and any amendments are actually received in the office prior to the deadline time and due date. Unless this RFP is extended by a written amendment, proposals received after the time on the due date, will not be considered. Fax, email or telegraphic proposals will not be accepted.

Proposal Completeness

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

District Not Responsible For Preparation Costs

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

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

Right to Use Ideas

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

Modification or Withdrawal Of RFP

A firm may modify or withdraw a proposal after submission by written request of withdrawal and re-submission, provided that the proposal withdrawal is prior to the due date deadline specified.

Amendments

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

Equal Opportunity

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

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

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

Complete the Equal Opportunity Certification form, attached herein as Attachment No. 4, and return with the proposal.

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.

Covenant against Gratuities

The firm warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the firm or any agent or representative of the firm, to any officer or employee or consultant of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the RFP. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which firm agreed to supply shall be borne and paid for by the firm. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

Indemnification and Insurance

The firm, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. Further, the successful firm (s) will be required to provide

to the District evidence and the amount of Errors and Omissions Insurance i.e. Professional Liability Insurance currently in effect. Limits for Errors and Omissions Insurance are \$1,000,000 for each occurrence and \$2,000,000 aggregate and the District will be named as additional insured.

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.

Independent Contractor

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

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 proposal submitted by the firm to the District in response to the RFP, and (3) the firm agreement included herein to be executed with the successful firm(s). In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the firm, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the firm's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

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.

PROPOSAL EVALUATION

Proposal Evaluation:

A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. During the evaluation process, the District may request additional information, clarifications, explanations and answers from any proposing firm. The District may request any or all proposing firms to participate in a presentation and/or interviews in regards to their proposal. Invited firms will be required to set up and conduct a tour of its most representative work selection committee to review. The invited firms must be able to be available for the presentation and/or interviews within two days of the request, unless another date has been agreed upon.

The District reserves the right to conduct negotiations with any number of proposing firms, as determined by the District, for entering into contract agreements.

Evaluation Criteria:

The evaluation of proposals will include but not be limited to the following criteria:

1. **Proposal Packet** – Completeness and clarity of proposal content.
2. **Firm Qualifications, Experience & References** – Company size, years in business, licenses and certifications, etc. Experience and expertise of the firm in providing Performing Arts related projects of comparable size and scope, especially a school district. A minimum of five (5) years of experience as a licensed CMAR firm in the State of California with at least three (3) Performing Arts related projects is required.
3. **Firm's Personnel and Staffing Resources** – Professional qualifications and specialized experience of the proposed staff including the quality of the firm's professional personnel to be assigned to District projects and the quality of the firm's management support personnel to be available for technical consultation and/or assistance; a percentage of the total score will be given to consulting firms that identify their plan for recruiting and utilizing local businesses within the boundaries of the City of San Bernardino and the City of Highland.
4. **Capacity & Methodology** – Current capacity and likelihood of the firm to successfully meet the needs of the District and fulfill the requirements of each Agreement issued within the timelines given.
5. **Financial Stability, Local Businesses Participation and Customer Service** – The solvency of the responding firms, involvement and integration of the local businesses in the overall services, willingness and availability of the firm to assist the District in the assessment, evaluation, administration, procedures, presentations and reporting regarding any assignment related to the District projects.
6. **Fee Schedule** – Fixed fee proposal as outlined in Attachment 3.

GENERAL TERMS AND CONDITIONS

Local Businesses Participation

The District is vitally interested in promoting the growth of small and local businesses within the boundaries of the District and the cities of San Bernardino and Highland by means of increasing the participation of these businesses in the District's purchase of goods and services. The District requires that at least ten (10) percent of all contracts for these services be set aside by the selected firm(s) for local businesses. A locally owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the City and where the owner maintains an office. The firm will be required to certify on the invoices the names of local businesses utilized in any and all District assigned work.

District Obligation

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

Award of Contract

This RFP implies no obligation to award contracts to any firm. If it is in the best interest of the District, the District retains the sole and absolute right to select the firm that best meets the District requirements. The award is subject to acceptance by the Governing Board of the San Bernardino City Unified School District. The District reserves the right to reject all proposals.

Approval to Start Work

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

Ownership of Documents

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

Joint Ventures

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

Firm's Power and Authority

The firm warrants that it has full power and authority to grant the rights herein granted and will hold the District hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, firm declares that it will not enter into any arrangement with any third party, which might abridge any rights of the District under this contract.

Disputes

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute among them via agreement and thereafter by mediation under the American Arbitration Association's Commercial Mediation Rules before resorting to litigation. All parties shall share the costs of any mediation proceedings equally.

Fingerprinting

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

ATTACHMENT 1

SCOPE OF SERVICES – INDIAN SPRINGS HIGH SCHOOL PERFORMING ARTS CENTER CONSTRUCTION MANAGEMENT AT RISK SERVICES

Construction Management at Risk services to be performed shall include the following:

The District requires that the successful Construction Management at Risk Firm (CMAR) work with District staff, architects, engineers and other consultants, contractors, sub-contractors, vendors, and all agencies having jurisdiction for the successful completion of each phase of the project the CMAR firm is involved; assist the District in development and implementation of project phasing plans; assist the District in the coordination and quality control/quality assurance of all project components, including but not limited to schedules, estimates, various project reports, site meetings, digital and written correspondence, contract administration, etc.; prepare progress/status reports for cost, schedule, quality, and other necessary documents; and submit the required reports throughout the duration of the project on a monthly basis, or as needed, for review and use by the District. The project phases for the purpose of this RFP include Design, Bid/Award, and Construction.

The specific required services by phase include but are not limited to the following (see attached agreement for additional scope items):

A. DESIGN PHASE

1. Review the design documents to ensure adherence to District design standards and applicable manuals, policies and procedures;
2. Prepare both "Value Engineering Analysis," "Cost Containment Studies," and "Constructability Reviews" of the design and contract documents, with the objective of identifying higher quality products, feasible construction alternatives, document variances, economies, and deficiencies prior to bid;
3. Prepare a complete detailed final cost estimate of the DSA submission set for the purpose of budget verification can be established;
4. Based on the final cost estimate from the District's architect and that of the selected CMAR firm, if cost overruns develop, work with the District and its architects in developing alternative bidding strategies; and,
5. Separate the project specifications and drawings into separate bid packages for all appropriate and required categories of work.
6. Prepare a preliminary construction schedule that is incorporated into the bidding documents and subsequent trade contracts with the successful bidders.
7. Assist and work proactively with the Architect to develop some procedures, sheets, tables, etc. which guide the Contractor through a successful project

completion and helps the District, CMAR, Consultants, etc. to have better control of the Construction Phase (for example, but not limited to, submittal schedule, training schedule, mock-up requirements, spare material requirements, special warranty requirements, etc.).

8. Assist and work with the District and its Consultants to obtain all construction related permits and approvals through various City and State agencies (for example, but not limited to, off-site work, including all City sidewalks, utility connections, easements, etc.)
9. Work with the District to prepare and/or provide information for the required Board Agenda Items that relates to this phase.
10. Assist the District and Architect in prequalification as defined under section 1.1.7 of the attached agreement.
11. Prepare and update a design schedule to manage key deliverables of the design phase. Incorporate any impacts resulting from additional design services work to the schedule; such schedule will be finalized during the construction phase.

B. BID AND AWARD PHASE

1. Assist the District in its efforts to generate local bidder participation in the construction program, and provide information regarding upcoming projects to local bidders;
2. Coordinate and assist the District in the generation of “request for advertisement” forms for projects entering the bid process. The District shall place public advertisements for upcoming project bids;
3. Coordinate and conduct, in conjunction with the District and its architect(s) and consultants, project pre-bid conference(s);
4. Coordinate with the District and its consultants to document and formally respond to bidders inquiries. Work with the architect to issue addendum documents for bid packages, when necessary. Advise the District of cost, schedule and construction impacts resulting from the inclusion of addendum documents for bid packages;
5. When requested, assist the District and its consultants in the implementation of a pre-qualification program process and bidding procedures; and,
6. Assist the District and its architects and consultants in the issuance of the Notice of Award and Notice to Proceed for each construction contract.

C. CONSTRUCTION PHASE

1. Coordinate construction projects utilizing identified construction delivery methods;
2. In conjunction with the District and its architect(s), coordinate and conduct project pre-construction conferences;
3. Work with District and its architects to insure existence and maintenance of complete files of all project documentation which shall include but not be limited to the following: design documents, estimates, bid documents, construction contracts, payment invoices, requests for information ("RFIs"), contractor's submittals and shop drawings, change orders, claims, schedules, and correspondence;
4. Serve as the District's representative along with other consultants, including the District's architects, for the administration of the construction contract(s) as provided under the General Conditions of each project(s). When appropriate, make recommendations to the District for exercising the District's prerogatives under the construction contract(s) for the project(s);
5. Implement and coordinate the Districts construction standards. Adopt standard procedures for document control and formats as identified for the following: documents including but not limited to, bid documents, contract documents, payment invoices, schedules, program status reports, requests for information (RFI), submittals, change orders, claims, etc. Track RFIs and submittals using Primavera Contract Manager software provided by the District. Working with the District and its architects, assist with the development of a cost loaded multiple project schedules using Primavera P6 Scheduling software provided by the District. Project schedule shall detail all project activities and also implement logging and tracking all project related information, including but not limited to contracts, payments, correspondence, and cost worksheet data;
6. Attend all regular job-site progress meetings, distribute meeting minutes, unless otherwise noted or agreed to by District or its other consultants and representative(s);
7. Along with the project architect, coordinate activities with the District's Inspector(s) of Record ("IOR") for each project and other technical inspection and testing agencies. File and distribute as appropriate all inspection reports;
8. Develop and implement a critical path method master construction schedule;
9. Develop the schedule of values for the project and review and prepare the master monthly payment based on percentages of work completed by the trades and Construction Management compensation;

10. Work with the District's architect in the evaluation of contractor change order proposals ("Change Orders") for time and price, and make recommendations for District action. Assist the District and District architect in the negotiation of Change Order cost and time extensions, and requirements for documenting Change Orders, and document packaging pertaining to Change Orders. Provide project cost estimating, as requested by District;
11. Prepare, file, and distribute Project Status Reports as requested by the District. Prepare and distribute logs reflecting current status of Change Orders, claims, contractor submittals, shop drawings and RFIs;
12. Perform a claim entitlement analysis of all contractor claims, including but not limited to, merits of the claim, an analysis of the impact on cost(s) and project schedule, and prepare recommendations to the District and District architect regarding appropriate action and response to contractor claims. If requested by the District, negotiate claims from the Contractor on the behalf of the District, including recommendations concerning settlement, in conjunction with and subject to recommendations of District legal consultants;
13. Coordinate the receipt and storage of District-furnished, contractor-installed materials and equipment;
14. Assist and coordinate with the District architect(s) and IORs to prepare a punchlist of items pending substantial and final completion of the project(s). Verify to District and its architects the contractor(s) completion and corrective actions for each punchlist item, and recommend actions in the event of contractor's failure to take corrective action or other necessary actions relative to said punchlist.
15. Schedule, coordinate and assist the District in the occupancy of the completed project or portions thereof.
16. In association with the District's architect(s), receive and review operations and maintenance manuals, and warranties and guarantees as required under the contract provisions. Coordinate the transfer of keys, spare parts, and any other closeout items to the District as specified in the contract documents.
17. In association with the District's architect(s), receive and review project record drawings and as-built documents, and assist the Architect and Contractor in the filing of such documents with the District. (Note: Format of record drawings to be determined for each project, usually hard copy plus AutoCAD and PDF.)
18. Coordinate and schedule training sessions for District personnel, and verify that the Contractor's obligations are fulfilled;
19. Make a final review of the project(s) in conjunction with the District's architects and IORs at the conclusion of all corrective action. Provide a report to the District indicating whether the work is acceptable under

the contract documents (including any addenda or change orders), and recommend final payment and the recordation of a notice of completion in conjunction with the District's architect and other District representatives or staff;

20. Assist the District and its architects in the preparation and submittal of the final project accounting and closeout report(s) including (but not limited to) all Division of State Architect ("DSA"), California Department of Education ("CDE") and State Allocation Board ("SAB")/Office of Public School Construction ("OPSC"), and all other forms as may be required or needed;
21. Provide the District and District architect with one (1) year post construction follow-up for Contractor warranty and guarantee items;
22. Coordinate with the District's M&O department to visit the site and to clarify all existing utilities, connections, sprinkler heads, appliances, etc. to reduce or eliminate any disruption to future site activities. Request and track District dig permits on a monthly basis for all excavation activities;
23. Develop and implement a Project Management Plan and Project Procedures Manual that conforms with the District pre-approved procedures, forms, etc.

ATTACHMENT 2

FIRM QUESTIONNAIRE

The firm shall furnish all the following information accurately and completely for the Firm and each of the proposed staff. Failure to comply with this requirement may cause rejection of the firm’s proposal. Additional sheets may be attached if necessary. “You” or “your” as used herein refers to the firm and/or any of its owners, officers, directors, shareholders, parties or principals.

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

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

SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

(2) Telephone: _____ Facsimile: _____

Email and Internet Addresses: _____

(3) Type of firm: (check one)

Individual Partnership Corporation State

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

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 firm name, address and certification or license number.
- (i) Name _____
- (ii) Address _____
- (iii) License No. (if any) _____
- (7) How many years has your firm been in business under its present business name?
_____.
- (8) How many years of experience does your firm have providing similar services?
_____.
- (9) How many public agencies has your firm provided similar services?
_____.
- (10) Please list the public agencies, including any school districts that your firm has provided similar services for:

_____.
- (11) Please attach a short history of the firm including whether it is local, national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.
- (12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.
- (13) Describe plans to maintain effective schedule and budget management for projects.
- (14) Discuss the firm's experience in designing "green" schools, including references.
- (15) Describe the unique or innovative programming approaches utilized on previous projects.
- (16) Describe your plans to manage your responsibilities in the construction phase to maintain budget, schedule and quality of workmanship

SECTION B – LEGAL

- (17) Have you or any of your principals been in litigation or arbitration of any kind on a question or 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:

(18) Have you ever had a service agreement terminated for convenience or default in the prior five (5) years? _____.

(b) If Yes, provide details including the name of the other party:

(19) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If Yes, provide details:

(20) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If Yes, provide details:

(21) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(22) Will your firm comply with all District, local, State and Federal legal requirements, regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

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

SECTION D - REFERENCES

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

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

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing **Firm Questionnaire pages one (1) through four (4)** is true and correct.

Executed this _____ day of _____, 2011, at
_____, State of _____.
City, County

Company Name

Signature

Title

Print Name

ATTACHMENT 3

FEE PROPOSAL SHEET AND REIMBURSABLES EXPENSES

FEE PROPOSAL:

It is anticipated that the District will not spend more than \$9,850,000 in construction related costs. Construction costs are defined as the sum total of all items listed below:

Project Name	Projected Construction Budget
Indian Springs HS Performing Arts Center	\$9,850,000 million

Construction Management fee will be determined as follows:

1. Total of all Separate contracts pursuant to Section 1.1.6 of the Agreement	TBD
2. Construction Management Compensation:	
a. Design Phase	_____
b. Bid/Award Phase	_____
c. Construction Phase	_____
3. General Conditions (list all general conditions proposed in this Agreement)	_____
4. Contingency Funds	
a. Scope Interference Contingency	\$100,000.00
b. Construction Contingency	\$250,000.00
5. Insurance Costs	_____
Total Proposed Construction Management Fee (Items 2-5):	_____

ATTACHMENT 4

EQUAL OPPORTUNITY CERTIFICATION

To: San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, CA 92411

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (_____) _____ FAX (_____) _____

Number of Employees _____

This firm is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

This is to certify that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Signature _____

Title _____

Date _____

ATTACHMENT 5

**FIRM 'S CERTIFICATE
REGARDING WORKMEN'S COMPENSATION**

Labor Code Section 3700:

“Every employer except the state and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature

Name of Principal

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performance of any work under this contract.)



BUSINESS OUTREACH PROGRAM				
Company Information		Contact Information		
Company Name		Name	Title/Position	
Address		Cell phone	-	-
City		Office phone	-	-
State	Zip	Fax	-	-
Web Address		E-mail		
Ownership Type (check type)	Firm Size	License(s)	Business Certification (check all that apply)	
<input type="checkbox"/> Sole Proprietor	Gross Revenue \$/yr	<input type="checkbox"/> A. General Engineering	<input type="checkbox"/> Small Business Enterprise (SBE)	
<input type="checkbox"/> Corporation	# of Employees:	<input type="checkbox"/> B. General Building	<input type="checkbox"/> Disabled Veteran-owned Business Enterprise (DVBE)	
<input type="checkbox"/> Partnership		<input type="checkbox"/> C. Specialty	<input type="checkbox"/> Minority-owned Business Enterprise (MBE)	
<input type="checkbox"/> Nonprofit			<input type="checkbox"/> Woman-owned Business Enterprise (WBE)	
<input type="checkbox"/> Other:			<input type="checkbox"/> Other:	
Services, Business Goods (check all that apply)				
<input type="checkbox"/> Architecture	<input type="checkbox"/> Environmental	<input type="checkbox"/> Inspection	<input type="checkbox"/> Special Construction	
<input type="checkbox"/> Communications/ IT	<input type="checkbox"/> Equipment	<input type="checkbox"/> Legal	<input type="checkbox"/> Specialties	
<input type="checkbox"/> Concrete	<input type="checkbox"/> Exterior Improvements (including landscape/irrigation)	<input type="checkbox"/> Masonry	<input type="checkbox"/> Surveying	
<input type="checkbox"/> Conveying systems	<input type="checkbox"/> Financial	<input type="checkbox"/> Metals	<input type="checkbox"/> Thermal and Moisture	
<input type="checkbox"/> Demo/Remediation	<input type="checkbox"/> Finishes	<input type="checkbox"/> Moving/Storage	<input type="checkbox"/> Utilities	
<input type="checkbox"/> Doors and Windows	<input type="checkbox"/> Fire Suppression	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Woods and Plastics	
<input type="checkbox"/> Earthwork	<input type="checkbox"/> Furnishings	<input type="checkbox"/> Portable Facilities	<input type="checkbox"/> Other:	
<input type="checkbox"/> Electrical	<input type="checkbox"/> General Contracting	<input type="checkbox"/> Real Estate, Appraisal, Property Management		
<input type="checkbox"/> Engineering	<input type="checkbox"/> HVAC	<input type="checkbox"/> Safety and Security		
Local Business Outreach Profile (if applicable)				
1. Local Business Identification				
<input type="checkbox"/> Located in City of San Bernardino or Highland		<input type="checkbox"/> Located in San Bernardino County		
2. How do you prefer to receive notices for SBCUSD opportunities?				
<input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> E-mail				
3. How do you normally receive notices for SBCUSD opportunities?				
<input type="checkbox"/> District Website <input type="checkbox"/> Chamber <input type="checkbox"/> Trade Assoc. <input type="checkbox"/> Plan Room <input type="checkbox"/> Newspaper <input type="checkbox"/> Mail <input type="checkbox"/> Other:				

VIEW VENDOR OPPORTUNITIES AT: www.sbcusdfacilities.com
 Mail, fax or email form to: SBCUSD Facilities Business Outreach Program
 956 W 9th Street, San Bernardino, CA 92411
 T (909) 388-6100 Fax (909) 885-9991 Email: jennifer.wilhelm@sbcsud.k12.ca.us