

**NOTICE INVITING PROPOSALS FOR
CONSTRUCTION MANAGEMENT SERVICES
EXTENSION OF PROPOSAL DUE DATE**

The San Bernardino City Unified School District (“District”) Facilities Management Department is extending the due date of its original request for proposals for construction management services. The District is requesting proposals from qualified firms and individuals for construction management services as part of the District’s Facilities Capital Improvement Program. Copies of the Request for Proposals (“RFP”) are available by e-mail, in person at the address below, or from the District’s web site: www.sbcusdfacilities.com. In order to be considered, one (1) unbound original, three (3) bound copies, and one electronic copy of the proposal must be received at the address indicated below by personal delivery or U.S. Mail on or before **August 11, 2009 4:00 P.M. Pacific Time**. The District at its sole discretion reserves the right to reject any proposal not responsive to the RFP and/or received after the deadline stated herein. Proposals must be submitted in a sealed envelope, addressed as indicated below, with firm name and address in the upper left corner of the envelope under which should be clearly printed: PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Facilities Management Department
Susan McKee, Business Outreach
956 West 9th Street
San Bernardino, California 92410
Tel: 909-388-6100
susan.mckee@sbcusd.k12.ca.us



REQUEST FOR PROPOSALS #55
FOR
CONSTRUCTION MANAGEMENT SERVICES

JULY 23, 2009



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**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT SERVICES**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
FACILITIES MANAGEMENT DEPARTMENT**

JULY 23, 2009

1. REQUEST FOR PROPOSALS

The San Bernardino City Unified School District (“District”) requests proposals and statements of qualifications from qualified entities and individuals to provide professional construction management services (“Services”) for various new construction and modernization projects with an estimated construction cost ranging from \$5,000,000 to \$70,000,000.

2. PROPOSAL DUE DATE AND TIME

In order for proposals to be considered by the District, one bound(1) original, two (2) bound copies, one (1) unbound copy and one electronic copy of the proposal must be received by the District at the address stated in Paragraph 3 herein below by personal delivery or by U.S. Mail by the following date and time:

August 11, 2009, 4:00 P.M., Pacific Time

The District reserves the right to reject any proposal received after the deadline stated above.

3. NAME AND ADDRESS FOR SUBMISSION OF PROPOSALS

Interested construction management firms (hereinafter referred to as “Consultant”) are invited to submit proposals to the following contact person and address:

Mr. Samer Alzubaidi, Facilities Planning & Development Director
Facilities Management Department
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
956 West 9th Street, San Bernardino, California 92410

4. SEALED ENVELOPE, CLEARLY MARKED

Proposals shall be submitted in a sealed envelope, addressed to the contact person and address indicated in Paragraph 3 above, with the legible name and address of the Consultant in the upper, left corner under which shall be clearly printed: PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES



5. FACILITIES CAPITAL IMPROVEMENT PROGRAM DESCRIPTION

The District's Facilities Capital Improvements Program consists of new construction and modernization projects of various sizes and scopes of work for K-12 school facilities. It is anticipated that the current CIP will run through 2012.

6. REQUESTS FOR INFORMATION

Direct all inquiries regarding this Request for Proposal ("RFP") process or the District's Facilities Capital Improvement Program to the contact person and address indicated herein below:

Ms. Susan McKee, Business Outreach Coordinator
Facilities Management Department
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
956 West 9th Street, San Bernardino, California 92410
Tel: 909-388-6100
susan.mckee@sbcusd.k12.ca.us

Inquiries regarding the RFP and its requirements must be submitted via email to the individual listed above as Requests for Information (RFI). The RFIs must be received by 4:00 PM July 31, 2009. The response to all inquiries and RFI's will be tabulated in a Q/A format and posted on the District's websites by end of business on August 4, 2009.

No inquiries or RFIs will be accepted after said date and time.

The District website addresses are as follows:

Facilities website:

<http://www.sbcusdfacilities.com/procurement/rfp.cfm>

District's main website:

<http://ca-sanbernardinoshools.civicplus.com/Bids.aspx?CatID=16>

7. SCOPE OF SERVICES

Services will include but not necessarily be limited to comprehensive construction management services required of the District Facilities Capital Improvement Program projects. Depending on the type, size, timing and other factors, the District may require construction management services for any or all phases of the project. The project phases for the purpose of this RFP include Design, Bid/Award, and Construction.

In general, the District requires that the successful Construction Management Firm (CM) 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 CM firm is involved; assist the District in development and

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implementation of project phasing plans (i.e. temporary housing, relocation, move-in plan, etc.); 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 specific required services by phase include the following:

A. DESIGN PHASE

1. Review the design documents to ensure adherence to District design standards and applicable manuals, policies and procedures;
2. Assist and work with the District relative to performing 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. Work with District staff, architects and other consultants so that a complete detailed final cost estimate for purposes of budget verification can be established;
4. Based on the final cost estimate from the District’s architect, if cost overruns develop, work with the District and its architects in developing alternative bidding strategies; and,
5. Work with the District in preparation and packaging of construction bid documents for a variety of construction delivery methods required by the District. Examples of such delivery methods may include design-bid-build by single general contractors or multi-prime contractors, design-build, lease-leaseback, and other options used in the industry.
6. Work with the District’s architects and consultants in developing project-specific special conditions, including, but not limited to, provisions for contract time, interim and final completion milestones and construction phasing requirements.
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, CM, 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. Work with the District to develop and/or implement an information management system to facilitate the efficient flow of data and information between all stakeholders throughout the life of the project.
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/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 schedule 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. Receive and review the Contractor's detailed cost-loaded baseline construction schedule for conformance to the contract requirements. Receive and review the Contractor's detailed "Schedule of Values" for front end loading and compliance with contract requirements. Distribute the approved schedule to the District, the District's architect, and other involved parties;
9. Utilize the Contractor's approved baseline schedule and schedule of values to establish, update, maintain and distribute the project schedule;
10. Receive and review the Contractor's monthly schedule update and progress payment request. Review and confirm monthly Contractor payment requests with District architect(s) and IORs. Review the progress of construction and observe work in place and stored materials and evaluate the percentage complete of each activity shown on the contractor's cost loaded construction schedule. Identify with the contractor any current or potential delay(s) to the completion schedule, and require appropriate contractor corrective action, including submittal or recovery schedule(s), where appropriate or advisable. Review certified payroll and verify compliance with applicable (e.g., administrative) guidelines, as requested or directed by District;
11. 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;
12. 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;
13. 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;



14. Coordinate the receipt and storage of District-furnished, contractor-installed materials and equipment;
15. 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.
16. Schedule, coordinate and assist the District in the occupancy of the completed project or portions thereof.
17. 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.
18. 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.)
19. Coordinate and schedule training sessions for District personnel, and verify that the Contractor's obligations are fulfilled;
20. 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.
21. 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.
22. Provide the District and District architect with one (1) year post construction follow-up for Contractor warranty and guarantee items.



23. 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.
24. Develop and implement a Project Management Plan and Project Procedures Manual that conforms with the District pre-approved procedures, forms, etc.

8. SELECTION PROCESS AND SCHEDULE

8.1 Selection Process. The District will screen all proposals for compliance with this Request for Proposal, and will select the top finalist(s) from among the proposals submitted, based upon, but not limited to, the following criteria:

1. Completeness and overall responsiveness of the proposal, clearly stating the understanding of the purpose, scope and objectives of the program, and demonstrating a good practical approach and described plan to achieve these objectives.
2. Technical expertise and viability of the firm and its staff, including experience of principals and proposed staff, and availability of resources to meet anticipated schedule and program requirements.
3. Comprehensiveness of the methodology proposed for supporting the District's CIP.
4. Management plan, including how the firm will manage team partners and/or subcontractors.
5. Past performance of the Consultant on relevant similar work previously accomplished for school districts in California.
6. Client references and their satisfaction regarding completed projects.
7. Consultant's compensation proposal and requirements and any suggested alternatives. Proposals will be evaluated to assess the degree to which proposed price accurately reflects proposed performance.
8. Consultant's project controls experience with most current Primavera scheduling and contract management software.

The finalist firms may be required to attend an interview at which time the firm will present their proposal and qualifications and answer questions pertaining to their submittal. In the event any firm is asked to attend an interview, it is mandatory that the proposed primary project contact and a principal of the firm with the authority to enter into binding contracts with the District attend the interview. The Consultant team must provide all presentation equipment. The District is not responsible for any costs the Consultant may incur in the proposal, interview and selection process.



Following the interview, the District will prepare an evaluation report based on the selection committee final ranking with recommendations to the Board of Education.

The District reserves the right during the selection process to inspect any responding firm's activities and financial statements to ensure their competence and ability to perform the specified services. The responding firm's proposal may be rejected if the above inspection discloses information demonstrating that the firm is not qualified or able to perform the specified services.

8.2 Schedule. The expected timeline for assignment of the CM to the project is as follows:

07/24/09	District Issues Request for Proposals
08/11/09	CM Proposals Due
09/01/09	Facilities Selection Committee: Review and Rank
09/02/09	District Selection Committee: Approve FSC Process
09/15/09	Board Approval

Note: The above timeline may change if interview of the finalist firms is deemed required by the District.

9. DISTRICT POLICIES REGARDING SUBMISSIONS OF PROPOSALS

9.1 No Reimbursement. The District will not reimburse Consultants for time and/or costs that they incur in preparing their proposals.

9.2 Right to Request Additional Information. The District reserves the right to request additional information from Consultant and consultant's present and past clients in order to make a fully informed decision regarding the selection of Consultants.

9.3 Right to Reject Proposals. The District reserves the right to reject any and all proposals and to waive any informality or irregularity in any proposal received. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any costs incurred in the preparations or submission of a proposal.

9.4 Right to Negotiate Modifications. The District reserves the right to negotiate modifications with any firm as may be required to serve the best interests of the District and to negotiate the final contract with the most qualified candidate.

9.5 Property of the District. All proposals will become the property of the District. Information in Proposals will become public property and subject to disclosure laws. The District reserves the right to make use of any information or ideas in the proposals. he District reserves the right to reject any and all proposals

9.6 Independent Contractor. Consultants hired by the District as a result of this RFP are independent contractors and are not employees of the District.



9.7 Insurance Requirements. Consultant shall provide proof of insurance satisfactory to the District as a condition precedent to the District's execution of agreements with Consultants as delineated in Insurance Requirements (Attachment A).

9.8 Criminal Background Investigation. As a condition precedent to the District's execution of agreements, Consultant shall submit a completed and signed District's Fingerprint and Criminal Background Check Certification form (Attachment B) in accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code Section 45125.1.

9.8 Disabled Veterans Business Enterprise. In accordance with Education Code Section 17076.11, the District has a participation goal for disabled veteran business enterprises of at least three (3) percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school facilities and expended each year by the District per Board of Education Policy Number 3323 (Attachment C). Prior to, and as a condition precedent for final payment under any contract for Services, Consultant shall provide documentation satisfactory to the District, identifying the amount of compensation paid to disabled veteran business enterprises in connection with Consultant's performance of the agreement.

10. REQUIRED PROPOSAL FORMAT AND CONTENT

10.1 Prescribed Proposal Format. Proposals submitted in formats other than the format described herein may be rejected at the sole discretion of the District.

10.2 Proposal Format Requirements. Proposals – one (1) original bound, two (2) bound copies, one (1) unbound copy and one electronic copy (on CD in Portable Document Format – PDF) shall be submitted. Bound copies are to be submitted in three-ring binders on 8 ½" by 11" paper, single-sided, with consecutive page numbers. Proposals not submitted in three-ring binders may be considered non-responsive. Sections of the proposals shall be divided by labeled tabs that correspond to the Table of Contents.

10.3 Emphasis of Proposals. In addition to placing strong emphasis on the Consultant's overall ability to provide comprehensive construction management services, major factors for the District's consideration will be Consultant's successful experience on public works projects (more specifically, similar K-12 projects), with specific credentials and experience of the firm's principals and professionals including sub consultants listed who will be assigned to work on District's projects. Consultants submitting proposals shall include the qualifications and experience of the aforementioned individuals.

10.4 Content and Order of Proposal Consultant proposals shall contain the following sections in the order and content prescribed below. Proposals that do not conform to the requirements set forth below may be considered non-responsive.



Section 1 - Cover Page

- (a) Name of Firm
- (b) Project Title – Proposal for Construction Management Services
- (c) Date Submitted – August 11, 2009

Section 2 - Firm's Information

- (a) Name, address, telephone and fax numbers, e-mail address and website address of firm;
- (b) State of license or registration;
- (c) Name, title, telephone and fax numbers, and e-mail address of primary contact person;
- (d) Legal form of firm (i.e. corporation, partnership, etc.);
- (e) If the firm is joint-ventured or associated with another firm: Have these other firms associated or joint-ventured on previous projects? If yes, list of the past projects (awarding authority, name of project, and year project performed and completed);
- (f) The year the firm or organization was established;
- (g) Number of principals in the firm;
- (h) Number of employees;
- (i) A short resume of the firm's principals, including registrations/licenses and state (one page per person);
- (j) A short resume of key personnel to be assigned to District project(s) and their position. (one page per person);
- (k) Each resume must address the following:
 - (l) Name and Firm; Project-specific responsibilities and description of work to be performed; Estimated percentage of the individual's time that will be devoted to the project; Specific qualifications; Years with the firm; Number of projects of similar nature performed by subject of resume; Position held and responsibilities on work of similar nature; and Education, licenses held, qualification, etc.
- (m) Information to show that the firm's proposed team has suitable resources available to ensure satisfactory completion of the work.
- (n) Experience in new school construction and modernization projects for California K-12 Public Schools (identify if specific projects are under construction or completed)
- (o) A list of references, names, addresses, telephone and fax numbers, and e-mail addresses of all contact persons with respect to projects which the firm or its senior personnel has worked on within the last ten



years, and any other references who may provide information to the District regarding the firm's qualifications. List the project's owner, architect and contractors for each reference.

- (p) (Note: The District reserves the right to contact any number of references or the entities the firm and/or its principals have worked for in the past.)

Section 3 - Firm's Experience

- (a) Describe recent projects (public works projects, preferably K-12 facilities) performed within the last five (5) years for which the firm or its senior personnel provided construction management services.
- (b) Provide each project's estimated cost (identify at what point the estimate was prepared, e.g. at 75% completion of construction documents, at pre-bid, etc.) vs. the actual cost (total cost at award of contracts). Provide all information regarding change orders or other construction cost adjustments relative to each project listed. Describe in full the services provided by the firm for each project (identify the phase each service was provided).
- (c) Describe the CM services experience the firm has with respect to the following:
1. Construction phasing plan (specifically, phasing around existing facilities)
 2. Relocation plan for students, teachers, staff, essential equipment and support services
 3. Information technology
 4. Value engineering
 5. Cost Containment
 6. Constructability Reviews
 7. Schedule Management and Document Tracking (RFIs, and Submittals) with specific emphasis on experience with Primavera P6 and contract manager software
 8. Pre-construction (design and bidding phases)
 9. Equipment replacement/reconfiguration
 10. Budget Management
 11. Management of hazmat and other environmental consultants
 12. California Department of Education (CDE), Department Of Toxic Substance Control (DTSC), California Environmental Quality Act (CEQA), Division of the State Architect (DSA), and Office of Public School Construction (OPSC)



Section 4 - Firm's Plan, Philosophy, and Methods

Describe how the firm would plan to work with the District and its architects, engineers, and other consultants, representatives and/or agents as consultant in the following areas:

- (a) Adhering to and enhancing the approved program/projects for modernization of existing facilities.
- (b) Assisting architectural and/or engineering firms in public contract compliance (especially with respect to remaining within budget, adhering to schedules, and with respect to project deliverables)
- (c) CEQA and local agency (i.e. city or county) requirements
- (d) Construction phasing to coincide with facility improvements
- (e) Handling changes needed during any phase of the projects.
- (f) Maintaining environmental needs (HVAC, lighting, etc.) during the renovation and construction period
- (g) Claims response, participation in advising mitigation of adverse, or potentially adverse, impacts, and dispute resolution (identify type, e.g., arbitration, mediation, etc.)
- (h) Managing and coordinating the public works bidding process
- (i) Interfacing with multiple governmental agencies/departments
- (j) Describe the philosophy, methods, and techniques the firm utilizes to develop and monitor accurate project schedules, financial budgets, cost estimates, value engineering, constructability reviews and other tasks involved in the construction management services process.
- (k) Describe philosophy, methods and techniques for cost control and change order management for both design and construction phases, as well as construction claims dispute resolution.

Section 5 - Commitment and Availability

Provide the necessary information for the following:

- (a) Firm's ability to provide comprehensive construction management services exclusively and in a timely manner for the District
- (b) Firm's commitment to providing personnel assigned to District projects

Section 6 - Professional Fees

- (a) Provide their proposed CM services fees in accordance with the following:



- (i) The proposed fees for potential involvement in various phases of construction projects and for different types and sizes of projects as follows:
 1. The phases include Design, Bidding, and Construction.
 2. The types of projects include: Modernization, New Construction, and the combined Modernization/Expansion, the latter having both modernization and new construction components at the same project site.
 3. The sizes of the projects include \$5 Million - \$10 Million, \$10 Million - \$20 Million, and \$20 Million and above.
 4. The proposed CM services fees should address both multi-prime projects and construction projects where only a general contractor is involved.
 5. The proposed fees should be a percentage of the total construction contracts awarded.
 6. The proposed fees should be inclusive of all labor, equipment and supplies necessary to properly manage a construction project. Any exclusion must be identified.
 7. Proposed fees should be fixed through September 2012.
- (ii) The proposed fee for a hypothetical construction project which includes construction and closeout phases only based on the following information, requirements and scope of work:
 1. CM services to begin with the issuance of the Notice(s) to Proceed for the construction phase.
 2. Delivery Method to be Multi-Prime.
 3. Project to include both modernization and new construction components.
 4. The estimated total construction cost to be \$60 Million
 5. Expected duration of construction to be two years.
 6. The anticipated scope of work to include the following:
 - a. Complete Modernization of 65,531 square feet of seven existing buildings (excluding hazmat abatement) and



construction of 168,295 square feet of fourteen new Buildings, and all required site work.

7. In addition to the scope of services indicated on pages 7 – 10 (7.C – CONSTRUCTION PHASE) of this RFP, the scope of CM services should include but not be limited to:
 - a. Mobilization & Setup
 - b. All required coordination with contractors, architect, engineers and other consultants, local and state agencies such as the City, County, DSA, OPSC, and CDE)
 - c. All costs not bid, but typically associated with the required temporary utilities, construction trailers, temporary bathrooms, storage bins, temporary fencing, etc.
 - d. Post construction services and warranty requirements
 - e. Delivery of as-built drawings and closeout documents
 - f. Proper and final close outs with all public agencies having jurisdiction

(iii) The above-referenced proposed fees must be provided in the spreadsheets provided here as Attachment D and Attachment E, respectively, with and made part of this RFQ.

- (b) Provide a schedule of fully burdened hourly rates of all proposed personnel of the firm and of any sub-consultants including names and titles, and any others that may become necessary due to additional services.

Section 7 - Civil Litigation History

- (a) State all construction-related litigation in the last five (5) years, filed either by an owner, owner's consultants or contractors against the firm or firm's employees. Include the beginning and end date, or anticipated end date, of each lawsuit, and the judgment or resolution or the anticipated judgment or resolution.
- (b) State whether the firm has or has not filed a petition for bankruptcy. If the firm has filed a petition for bankruptcy, provide the date the petition was filed and identify the jurisdiction in which the petition was filed.



Section 8 - Insurance Claims History

- (a) 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.
- (b) Disclose complaints, if any, lodged against the firm with any local public, state agency, and professional organization and describe the nature of the complaint(s) and its outcome or its anticipated outcome.

Section 9 - Equal Employment Opportunity

- (a) Describe its equal employment opportunity policy.

Section 10 - Local Business Outreach Program Registration

- (a) Consultants and Sub consultants shall submit the Business Outreach Program Registration form (Attachment F).

**SBCUSD FACILITIES
RFP 55 – CM SERVICES
ATTACHMENT A**

INSURANCE REQUIREMENTS

1.1 COMPLIANCE WITH LAWS, WORKERS COMPENSATION INSURANCE, HOLD DISTRICT HARMLESS

Workers Compensation Insurance Required for this Agreement: Yes **No**

The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. The CONSULTANT understands that, as an independent contractor, CONSULTANT is not covered by any type of DISTRICT insurance, including workers compensation insurance. The CONSULTANT shall provide, through insurance policies or self-insurance, workers compensation insurance coverage for its employees who provide services hereunder. The DISTRICT understands that the CONSULTANT may use independent contractors, volunteers or others not covered by the CONSULTANT's workers compensation coverage to provide services hereunder. The CONSULTANT shall advise such persons providing services hereunder at the direction of the CONSULTANT that workers compensation insurance is not provided by the DISTRICT, and the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

1.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS

Medical Insurance for Self-Employed Required for this Agreement: Yes **No**

If the CONSULTANT is a self-employed individual, the CONSULTANT agrees to arrange, in lieu of workers compensation insurance, for insurance for or financial responsibility for any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the CONSULTANT did not arrange for which may be required due to any injuries of any type that may be sustained by the CONSULTANT while performing services under this AGREEMENT. The CONSULTANT shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 11.5, below. Cancellation or lack of medical coverage for the CONSULTANT shall not relieve the CONSULTANT of CONSULTANT's financial responsibility for the cost of medical and related treatment.

1.3 COMPREHENSIVE GENERAL LIABILITY

Comprehensive General Liability Insurance Required for this Agreement: Yes **No**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of comprehensive General Liability with a limit of not less than \$500,000 per occurrence. The DISTRICT reserves the right to waive this General Liability insurance requirement and if so waived, the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages.

1.4 AUTO LIABILITY

Auto Liability Insurance Required for this Agreement: Yes **No**

The CONSULTANT shall confirm that all individual inspection staff shall carry and maintain personal Auto Liability for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of CONSULTANT's services herein. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

1.5 PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance Required for this Agreement: Yes No

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of professional liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

1.6 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES

Not later than ten (10) calendar days after the date of execution of this AGREEMENT and, in any case, prior to commencement of any of the CONSULTANT's services herein, the CONSULTANT shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the DISTRICT Department administering the Agreement, which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the Department, and CONSULTANT shall maintain such insurance from the time that the CONSULTANT commences performance of services hereunder until CONSULTANT's completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the CONSULTANT shall furnish certified copies of the policies and all endorsements.

1.7 ADDITIONAL NAMED INSUREDS

All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

1.8 WAIVER OF SUBROGATION RIGHTS

The CONSULTANT shall require the carriers of the coverages required above to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, contractors and subcontractors.

1.9 POLICIES PRIMARY AND NONCONTRIBUTORY

All policies required above shall be primary and noncontributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

1.10 INSURANCE REVIEW

The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to this Agreement. The CONSULTANT agrees to execute any such amendment with thirty (30) calendar days of receipt.

CONSULTANT's Initials _____

Business Services

Accounting Services Fiscal Services Payroll

Purchasing Warehouse

"Quality Work by Quality People"

To: All Principals and Department Heads

Bulletin No. 05-019

From: Mohammad Z. Islam
Assistant Superintendent
Business and Finance

July 29, 2005

Subject: **Department of Justice Fingerprint and Criminal Background Investigation Requirements** (Ed Code Section 45125.1)

No *Course of Study activity* (Services or performances for student assemblies, classroom lectures or presentations which enhance student educational programs), *Non-Classified Expert* (Individuals or groups that provide a service for District staff) or *Consultant* services will be approved or should take place at your site until a **(DOJ) Fingerprint and Criminal Background Investigation form** has been filled out and submitted along with your request for services for approval to Business Services. Please plan ahead, as this must be **completed** and **approved** no less than three weeks prior to a regularly scheduled Board meeting to ensure Board approval before the date of service. **NO EXCEPTIONS.**

A photocopy of the form will be returned to your site with approval or denial.

For further clarification, please call 381-1164.

Attachment

San Bernardino City Unified School District
777 N. F Street, San Bernardino, CA, 92410

Fingerprint and Criminal Background Check Certification

In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement dated _____, between the **San Bernardino City Unified School District "DISTRICT"** and the individual, company, or contractor named _____ "VENDOR," for provision of _____ services,
Please check all appropriate boxes and sign below:

REQUIREMENTS MET:

A)

The VENDOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER A PURCHASE ORDER (P.O.) IS ISSUED TO THE VENDOR.

~*O R*~

REQUEST FOR WAIVER:

IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL SUCH WAIVER IS APPROVED BY THE DISTRICT AND A P.O. IS ISSUED.

B) The VENDOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

- The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]
- The VENDOR and its employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]
-- Check all methods to be used:
 - 1) Installation of a physical barrier at the worksite to limit contact with pupils
 - 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
 - 3) Surveillance of employees of the VENDOR by school personnel
- The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable" [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update and provide the District with current "Fingerprint and Criminal Background Check Certification", along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR Signature _____ Printed Name _____ Title _____ Date _____

BOTH DISTRICT APPROVALS SHOWN BELOW ARE REQUIRED:

Office use only	WAIVER REQUEST: APPROVED--- <input type="checkbox"/> DENIED--- <input type="checkbox"/> By: _____ Date _____ <i>Mohammad Z. Islam, Business Administrator, Business Services Division OR Other Authorized District Agent</i>
	WAIVER REQUEST: APPROVED--- <input type="checkbox"/> DENIED--- <input type="checkbox"/> By: _____ Date _____ <i>Harold Vollkommer, Asst. Superintendent, Human Resources Division OR Other Authorized District Agent</i>

**SBCUSD FACILITIES
RFP 55 – CM SERVICES
ATTACHMENT C**

DISABLED VETERAN PARTICIPATION GOALS ARE ESTABLISHED

Military and Veterans Code §999.2 provides that contracts awarded by any state agency (including school districts when they are expending state funds for construction and professional services) shall have statewide participation goals of not less than 3 percent for disabled veteran business enterprises. This measure establishes definitions and requirements for certification as a disabled veteran business enterprise. Section 999.9 makes it a crime to participate in falsely obtaining certification or contracts as a disabled veteran business enterprise. Section 10115.9 is added to the Public Contract Code to enable a limited liability company to be certified as a disabled veteran business enterprise. Statutes of 2003, Chapter 632, SB 1008, Machado, effective January 1, 2004.

ATTACHMENT D - STAFFING AND COST MATRIX FOR A HYPOTHETICAL MODERNIZATION/EXPANSION PROJECT

	Prime/Sub	PT/	a	b	c	d	e = sum(a:d)	f = sum(h:s)	g = e x f	h	i	j	k	l	m	n	o	p	q	r	s	
	(If Sub, list Firm name)	FT	Hourly Rate	Direct Burden	CM's Overhead	Profit	Total Hourly Rate	Total Hours	Total Cost	<i>Hours</i>												
Construction Value (\$60,000,000)										Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	
Principal/ Project Director																						
Project Manager																						
Assist Project Manager																						
Project Engineer																						
Project Superintendent																						
Document Control Coordinator																						
Administrative Assistant/Secretary																						
Constructability Review/ Value Engin'ing																						
Estimator																						
Scheduler																						
Technology Specialist																						
Others (Identify)																						
General Conditions/ Site Support Cost (1)																						
	Prime/Sub	PT/	Hourly	Direct	CM's	Profit	Total	Total	Total													
	(If Sub, list Firm name)	FT	Rate	Burden	Overhead		Hourly Rate	Hours	Cost													
Construction Value (\$60,000,000)										Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	
Principal/ Project Director																						
Project Manager																						
Assist Project Manager																						
Project Engineer																						
Project Superintendent																						
Document Control Coordinator																						
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Estimator																						
Scheduler																						
Technology Specialist																						
Others (Identify)																						
General Conditions/ Site Support Cost (1)																						
	Prime/Sub	PT/	Hourly	Direct	CM's	Profit	Total	Total	Total													
	(If Sub, list Firm name)	FT	Rate	Burden	Overhead		Hourly Rate	Hours	Cost													
Construction Value (\$60,000,000)										Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	
Principal/ Project Director																						
Project Manager																						
Assist Project Manager																						
Project Engineer																						
Project Superintendent																						
Document Control Coordinator																						
Administrative Assistant/Secretary																						
Constructability Review/ Value Engin'ing																						
Estimator																						
Scheduler																						
Technology Specialist																						
Others (Identify)																						
General Conditions/ Site Support Cost (1)																						
GRAND TOTAL																						

NOTES:

(1) = Identify on a separate sheet the list and a breakdown of ALL site items to be included.

Identify ALL general conditions items to be excluded.

Provide any other information/staffing/conditions deemed necessary to complete the required construction management services



FACILITIES BUSINESS OUTREACH REGISTRATION

Company Information		RFP/BID Contact Information	
Company Name		Name	Title/Position
Address		Cell phone	- -
		Office phone	- - Fax - -
City		E-mail	
State	Zip	Web Address	

Ownership Type <small>(check type)</small>	Firm Size	License(s)	Disadvantaged Business Certification <small>(check all that apply)</small>
<input type="checkbox"/> Sole proprietor	Gross \$/yr	<input type="checkbox"/> A – Gen Engrg	<input type="checkbox"/> Small Business Enterprise (SBE)
<input type="checkbox"/> Corporation	# of Employees:	<input type="checkbox"/> B – Gen 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		C#’s:	<input type="checkbox"/> Woman-owned Business Enterprise (WBE)
<input type="checkbox"/> Other:(describe)			<input type="checkbox"/> Other:

Services, Business Goods (CSI divisions per MasterFormat 2004)

<input type="checkbox"/> Architecture	<input type="checkbox"/> Electronic Safety and Security (28)	<input type="checkbox"/> General Contracting	<input type="checkbox"/> Plumbing (22)
<input type="checkbox"/> Communications/ IT (27)	<input type="checkbox"/> Engineering	<input type="checkbox"/> HVAC (23)	<input type="checkbox"/> Portable/Mod Facilities
<input type="checkbox"/> Concrete (03)	<input type="checkbox"/> Environmental (02)	<input type="checkbox"/> Inspection (01)	<input type="checkbox"/> Real Estate, Appraisal, Property Management
<input type="checkbox"/> Construction Mgmt	<input type="checkbox"/> Equipment (11)	<input type="checkbox"/> Labor Compliance	<input type="checkbox"/> Special Construction (13)
<input type="checkbox"/> Conveying systems (14)	<input type="checkbox"/> Exterior Improvements (incl landscape/irr) (32)	<input type="checkbox"/> Legal	<input type="checkbox"/> Specialties (10)
<input type="checkbox"/> Demo/Remediation(02)	<input type="checkbox"/> Financial	<input type="checkbox"/> Masonry (04)	<input type="checkbox"/> Surveying (02)
<input type="checkbox"/> Doors and Windows (08)	<input type="checkbox"/> Finishes (09)	<input type="checkbox"/> Metals (05)	<input type="checkbox"/> Thermal and Moisture (07)
<input type="checkbox"/> Earthwork (31)	<input type="checkbox"/> Fire Suppression (21)	<input type="checkbox"/> Moving/Storage	<input type="checkbox"/> Utilities (33)
<input type="checkbox"/> Electrical (26)	<input type="checkbox"/> Furnishings (12)	<input type="checkbox"/> Plan Room	<input type="checkbox"/> Woods and Plastics (06)

Business Outreach Profile

1a. Receive SBCUSD contract opportunities via: USPS fax e-mail (as listed above in Contact Information)

b. Heard about SBCUSD business outreach program via:
 district chamber trade assoc plan room newspaper mail other:

2. Local Business Identification (check all that apply, specify city, attach documentation i.e. business license)
 San Bernardino County/City: Riverside County/City: Non-local County: City:

3. "Ed Friendly" Designation (check all that apply)	Contact Name/Tel	School or Ed Friendly Partner
<input type="checkbox"/> As a business, support SBCUSD education programs (donate time, talent, treasure)		
<input type="checkbox"/> Partner/Subcontract with other local businesses who support SBCUSD ed programs		
<input type="checkbox"/> Interested in learning more about how to become "Ed Friendly"		

LBOP FORM – rev 2008

VIEW VENDOR OPPORTUNITIES AT: www.sbcusdfacilities.com

mail or fax form to: SBCUSD Facilities Management Team
 777 North F Street, San Bernardino, CA 92410
 Tel (909) 381-1238 Fax (909) 885-4218