



**REQUEST FOR PROPOSALS FOR
LEASE-LEASEBACK SERVICES**

RFP 86790

**College of San Mateo Building 17 Learning Communities Modernization
College of San Mateo, San Mateo**

**Department of General Services
3401 CSM Drive
San Mateo, CA 94402
Telephone (650) 358-6863 FAX (650) 574-6574
Email: plan@smccd.edu**

August 22, 2018

Exhibits

Exhibit A – 100% Plans and Specifications
Exhibit B – Site Lease
Exhibit C – Facilities Lease
Exhibit D – Pass/Fail Requirements Form
Exhibit E – Cost Proposal Form
Exhibit F – Non-Collusion Affidavit Form

By this Request for Proposals (“RFP”), the Board of Trustees (“Board”) of the San Mateo County Community College District (“District”) is seeking qualified providers of lease-leaseback services (“LLB Entity”) to provide for the modernization of Building 17 Learning Communities Project at the College of San Mateo located in San Mateo, County of San Mateo, State of California pursuant to California Education Code Section 81335 (the "Project"). A single entity will be selected for delivery of the Project.

1. CRITICAL DATES

1.1 Proposal Due Dates

Proposers shall submit sealed Proposals in the format specified in Section 6 below, which shall include the Pass/Fail Requirements Form attached hereto as **Exhibit D**, the Cost Proposal form attached hereto as **Exhibit E**, and the Non-Collusion Affidavit Form attached hereto as **Exhibit F**. Sealed Proposals are **due no later than Monday, September 24, 2018 at 2:00 p.m. (PT)** and shall be delivered to:

San Mateo County Community College District
3401 CSM Drive, San Mateo, CA 94402
Attn: Yanelly Pulido, Construction Procurement, Risk and Contracts Manager

Proposals submitted **after this time will not be accepted and will be returned unopened.**

1.2 Mandatory Pre-proposal Conference

Two mandatory pre-proposal conferences/ site visits will be held on Tuesday, August 28, 2018 at 9:30 AM (PT) AND Thursday, August 30, 2018 at 2:00 PM (PT) at College of San Mateo Building 1 Room 244 located at 1700 W. Hillsdale Blvd., San Mateo, CA 94402. Attendance at only ONE pre-proposal conference for the full duration of the meeting, including the site visit, is mandatory for all Proposers. **Failure to attend a full meeting will waive the Proposer’s right to submit a Proposal and render the Proposer ineligible for award.**

1.3 Selection Process Schedule

The procurement is expected to progress according to the following timeline, but the District reserves the right to change key dates and actions as the need arises:

Schedule Activities	Dates
Issuance of Request for Proposals	Wednesday, August 22, 2018
1 st Mandatory Pre-Proposal Conference	Tuesday, August 28, 2018 at 9:30 AM (PT)
2 nd Mandatory Pre-Proposal Conference	Thursday, August 30, 2018 at 2:00 PM (PT)
Last Day to submit questions about RFP	Monday, September 17, 2018, by 2:00PM (PT)
Final RFP Addendum Issued (if required)	Thursday, September 20, 2018
LLB Proposals Due	Monday, September 24, 2018, no later than 2:00 PM(PT)
Evaluation of Proposals	September 25-28, 2018
Notification of Short-Listed Firms (if required)	Monday, October 1, 2018
Proposing Firms Interviewed (if needed)	Thursday, October 4, 2018
Notice of Intent to Award	Wednesday, October 10, 2018
Board of Trustees Approval	Wednesday, October 24, 2018
Notice of Award	Thursday, October 25, 2018
Issuance of Notice to Proceed	Monday, November 12, 2018

2. PROJECT

2.1 Description

This project consists of the modernization of **College of San Mateo Building 17 Offices** located at **1700 West Hillsdale Blvd., San Mateo, CA 94402**. The Work includes, without limitation, interior finish & furniture, demolition, selective building system modifications, new finishes, door & window replacement, where shown, fire sprinkler system retrofit & minor structural modifications, minor mechanical, electrical and plumbing modifications to existing building systems. An automatic fire sprinkler system will be installed.

The Project is more fully described in the Contract Drawings and Plans approved by the Division of the State Architect (“DSA”), attached hereto as **Exhibit A**.

The estimated total cost to construct the Project is approximately \$4,000,000. This estimate is based solely on the Architect’s/Cost Estimator’s most recent estimate of the total Project costs and is subject to change.

The Lease-Leaseback Contract will not include preconstruction services.

The Total Base Rent (“TBR”) shall be stated in the cost proposal. The Project includes a construction phase, and will commence upon Notice to Proceed by the District. The construction phase is not to exceed 10 months.

The LLB Entity is required to hold a California Contractor’s License, Class B, which is current, valid and in good standing with the California Contractor’s State License Board, and is required to be registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code section 1725.5.

The LLB Entity shall work under the direction of the District and its Agents. For this Project, the District has retained CAW Architects as its Architect of Record (“Architect”) to prepare the design and engineered plans and specifications for the Project. The LLB Entity shall work with the District and the Architect as necessary to its services and incorporate modifications to the plans into the TBR for the project, at the direction of the District and its agents.

The Architect Contact is:

Thomas Blessing, Senior Architect
CAW Architects
455 Lambert Avenue
Palo Alto, CA 94306
Phone: (650) 328-1818
Email: tblessing@cawarchitects.com

The District Contact is:

Scott Glover, Senior Project Manager
Swinerton Mgmt. & Consulting - CM
1700 W. Hillsdale Blvd.
San Mateo, CA 94402
Phone: (650) 574-6481
Email: glovers@smccd.edu

2.2 Reference Documents

Existence of Reports and Utility Surveys: San Mateo County Community College District, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, show existing conditions that LLB Entity will have to address as part of its construction planning and operations.

The following documentation is available for review through District for this project:

1. Geotechnical Engineering Investigation & Geological Hazards Evaluation CSM B17 Learning Communities Modernization report, dated April 2016 by AST.

2. Geotechnical Investigation & Geological Hazards Evaluation, CSM Sitework report, dated 3/25/2009 by Cornerstone Earth Group
3. College of San Mateo B12 Modernization B17 Modernization Record Drawings and specifications book, dated 12/17/2010 by Noll & Tam Architects
4. Fire Alarm System for College of San Mateo-Fire Alarm Upgrade, dated April 2006 by Siemens Building Technologies Fire Safety Division
5. College of San Mateo New Faculty Office Building Record Drawings, dated April 1964 by John Carl Warnecke, Architect
6. College of San Mateo Site Package plans, Record Drawings, dated June 2011 by McCarthy-LPA-KH. Phases include: 12kV Upgrade; Sitework; Sitework Lighting, Landscaping.

3. SCOPE OF LEASE-LEASEBACK ENTITY'S SERVICES

3.1 The scope of Work includes the following: Construction of the Project, including any off/on site work as necessary to support the building and associated improvements. Services generally required are: execution of subcontracts; provide on-site support and logistics including but not limited to temporary construction office and equipment; supervise and direct the work; ensure a safe project/site; participate in project meetings; manage the construction costs (ensure costs allocated to construction contingency have entitlement and meet the contract requirements prior to submission to the District Representative); coordinate the work with the different subcontractors in an efficient manner; update the monthly construction schedule; coordinate equipment start-up and acceptance testing; Owner training; prepare record construction documents; and close-out of the Project.

The campus will be occupied during the construction phase.

3.2 Project Schedule

It is anticipated that construction will start on or about November 2018. The Work must be completed by August 2019. See the Lease-Leaseback Contract Documents for additional details.

3.3 Construction and Post-Construction Services

The LLB Entity shall perform all Work and obligations described in the LLB Contracts Documents, including the following construction and post-construction services:

1. Construction of the Project in accordance with the plans and specifications
2. Coordinate and expedite record drawings and specifications
3. Compile operations and maintenance manuals, warranties/guarantees, and certificates
4. Prepare final accounting and close-out reports
5. Other responsibilities necessary for the completion of the Work of the Project in accordance with the plans and specifications.

4. CONTRACT PARAMETERS

4.1 Lease-Leaseback Contract

Copies of the Site Lease and the Facilities Lease, with the General Construction Terms and Conditions (collectively, the "Lease-Leaseback Contract Documents"), are included as **Exhibits C and D** respectively to this RFP.

If a Proposer believes that significant potential cost savings or other benefits to the District are possible and wants to propose changes to the attached Site Lease or Facilities Lease, then the Proposer shall submit the suggested changes or additions prior to the deadline for RFP questions, including the suggested alternate language, the rationale for the proposed change, and any anticipated benefits from the change. **PLEASE**

NOTE: The District will not consider any proposed changes to its Indemnification, Limitation of Liability or Insurance Requirements. Additionally, the District will not consider any requested changes to the Site Lease or Facilities Lease after the deadline for RFP questions. The Proposer shall not include any price information with the above submittal. The District will share any approved changes to the Site Lease or the Facilities Lease with other Proposers.

4.2 Public Works Registration and Prevailing Wages

Notice is hereby given that this project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Proposers must be registered with DIR pursuant to Labor Code section 1725.5 by the due date for Proposals. The selected LLB Entity's subcontractors, truckers and any suppliers and/or vendors subject to California's prevailing wage laws are required to be registered with DIR pursuant to Labor Code section 1725.5 at the time of Proposal submittal (if listed in the Proposal) **Failure of a Proposer or any listed subcontractor or supplier to be registered by the Proposal due date will render its Proposal non-responsive and preclude award.**

The successful LLB Entity shall be required to pay its workers on this Project a sum not less than the general prevailing rate of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the Project is performed, as provided under California Labor Code Sections 1726-1861. Copies of the prevailing rate of per diem wages are on file at the District, and shall be made available to any interested party upon request. They may also be obtained on the Internet at <http://www.dir.ca.gov>. Any LLB Entity to which a contract is awarded must pay the prevailing wage rates, post copies thereof at the job site, and otherwise comply with applicable provisions of State law.

4.3 Construction Budget / Costs

The District will require an open book policy with the LLB Entity and its construction team. The District, through itself or its authorized agents and consultants, expects to have access to all Project information, including without limitation subcontractor/supplier information (bids, actual contracts, associated change orders and correspondence), value engineering back-up, contingency breakdown and tracking, general conditions breakdown and tracking, actual costs for bonds and insurance, and LLB Entity fees.

In general, the following components will be included in project cost:

1. General conditions.
2. Work self-performed by the LLB Entity, if applicable
3. Cost of all subcontract scopes of work, including trade work, materials, trucking, and other costs of construction for the Project.
4. LLB Entity fee (includes overhead and profit and all other costs not specifically allowable in general conditions).
5. Performance and payment bonds for the LLB Entity to cover the final TBR (inclusive of Owner's contingency and allowances).
6. All insurance costs (General Liability, Auto, Worker's Compensation, Builder's Risk, etc. – Refer to Exhibit E to the Facilities Lease for additional information).
7. A Construction Contingency of 10% of the "Direct Costs of Construction" Work (excluding general conditions, bonds and insurance, allowances and contingencies). Any unused allowance or contingency amount will be returned to the District.
8. An Owner's Allowance for the District's sole use that can be up to 10% of the total costs (excluding Contractor's contingency and allowances) for this project. Any unused allowances or contingency amounts will be returned to the District.

The TBR shall be the lump sum price for the Lease-Leaseback contract to be awarded.

4.4 Program Stabilization Agreement

The San Mateo County Community College District Board of Trustees has executed a Program Stabilization Agreement for this Project. Selected LLB Entity shall comply with the requirements of this agreement as set

forth in Paragraph 8.12 of Exhibit D to the Facilities Lease. A copy of this agreement may be reviewed on the District's website at: <http://www.smccd.edu/facilities/community/>.

4.5 Performance and Payment Bonds / Insurance

The selected LLB Entity shall deliver to the District a Performance Bond and a Payment Bond in the amount of 100% of the TBR on forms acceptable to the District upon award of the Facilities Lease and Site Lease by the Board. The selected LLB Entity will be required to obtain the insurance coverages as set forth in Exhibit E to the Facilities Lease.

4.6 Non-Discrimination

The District is an equal opportunity employer. LLB Entity shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment on account of race, color, ancestry, national origin, religion, sex, , marital status, age, medical conditions, disability, sexual orientation, actual or perceived gender identity, ethnicity, family status, or any other reason, in connection with or related to the performance of District contracts.

5. ADDITIONAL INFORMATION AND REQUIREMENTS

5.1 District Representative during the LLB Selection Process

Name: Ms. Yanelly Pulido, Construction Procurement, Risk and Contracts Manager
Telephone: 650.358.6863
E-mail: pulidoy@smccd.edu

5.2 Communications Regarding the RFP

All communications regarding this RFP including requests for information or clarification of the intent or content of this RFP must be submitted electronically by posting same to the District's Online Vendor Portal (PlanetBids) at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=20507&BidID=53405>. All questions must be submitted no later than the due date indicated in the Selection Process Schedule in Section 1.3. Questions received after the due date will not be considered.

Proposers are encouraged to submit questions regarding any ambiguity, uncertainty, or other perceived flaw in this RFP, or any proposed changes to the Site Lease or Facilities Lease, as soon as the issue is identified. Any such issue which is not raised with the District's designated representative prior to the deadline to submit Proposals shall be waived, and the District will not consider any challenge based on the contents, structure, or terms of this RFP after the Proposal deadline.

The District shall not be obligated to respond to any question unless it is submitted in writing to the District designated representative identified above. The District shall be bound only by written responses to questions contained in an addendum to the RFP. Oral responses, or email responses, shall not be binding on the District.

5.3 Addenda

In its discretion, the District may, at any time, issue one or more addenda to this RFP revising or clarifying requirements of this RFP or the Project, which may include (but is not limited to) extending the date that Proposals are due and/or responding to questions about this RFP. The District will post any addenda to its Online Vendor Portal (PlanetBids). It is the sole responsibility of each Proposer to check the District's Online Vendor Portal for any and all addenda and to be completely familiar with the contents thereof. Only the District's Representative identified above is authorized to answer questions relative to this RFP. Information obtained verbally from any other source has no authority, may not be relied upon, and shall have no standing in any event that may occur.

Each Proposer must, in its Proposal, acknowledge each addendum that has been issued. **Failure to**

acknowledge any addendum in the Proposal may render the Proposer ineligible for award, unless the addendum does nothing other than extend the Proposal deadline. In no event shall the District be responsible for any failure of a Proposer to verify that it has received all addenda.

5.4 Cost of Responding to the RFP

Each Proposer acknowledges and agrees that the preparation of all materials for submittal to District and all presentations, related costs and travel expenses are at the Proposer's sole expense, and District is not, under any circumstances, responsible for any cost or expense incurred by the Proposer.

5.5 Public Records

Information in the completed Proposal that is not a public record pursuant to the California Public Records Act (Chapter 3.5 or Division 7 of Title 1 of the Government Code, commencing with Section 6250) ("Act") shall not be open to public inspection. Any trade secrets, proprietary financial information, or other information that a Proposer believes should be exempted from disclosure under the Act shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid.

The District will open and review responses privately to assure confidentiality and to avoid disclosure of the contents to competing Proposers prior to and during the review, evaluation and negotiation processes. However, upon notification of intent to award the Lease-Leaseback Contract, portions of the contents of the Proposals may become subject to release to the extent required by the Act.

5.6 Non-Collusion Affidavit

Each Proposal shall be accompanied by the Non-Collusion Affidavit in the form attached hereto as **Exhibit F**.

6. PROPOSAL FORMAT AND CONTENT

The purpose of the Proposal is to enable the District to select the most qualified firm that provides the best value to the District and with whom the District will contract. A selection committee composed of key District officials and consultants will review and evaluate all Proposals based on the scoring criteria identified below.

6.1 Proposal Format and Content

Submission of a Proposal signifies the Proposer's careful examination of RFP documents, including the design documents, and complete understanding of the nature, extent and location of the Work to be performed and commitment to a TBR within the District's cost range for the Project.

The Proposal should be clear, concise, complete, well-organized and demonstrate the Proposer's ability to follow instructions. The Proposal should be printed not less than 11 point font, single spaced on letter-size (8 ½ x 11) paper and be bound (plastic comb or spiral preferred). Do not use metal-ring hard cover binders.

Provide one (1) signed original Proposal (marked "original") and five (5) copies, along with an electronic (pdf) copy of the Proposal on a flash drive. In the event of any discrepancy between the hard copy and the pdf copy of the Proposal, the "original" hard copy will control. Provide an original and five (5) copies of the Cost Proposal in a separate sealed envelope. **Do not include the Cost Proposal with the electronic (pdf) copy of the Proposal.**

Submit the required number of complete sets of the Proposal, flash drive, and separately sealed Cost Proposal in a sealed package, with the following clearly marked on the outside:

"Proposer's Firm Name"

“LLB Proposal – CSM B17 Learning Communities Modernization Project, RFP 86790”

All Proposals shall follow the order and format specified below. Please tab each section of the Proposal to correspond to the numbers shown below under “Body of Submittal.”

1. Submittal Cover

Include the RFP’s title, number and submittal due date, the name, address, e-mail address, fax number, and telephone number of Proposer.

2. Table of Contents

Include complete and clear listings of heading and pages to allow easy reference to key information.

3. Body of Submittal and Points

The following sections shall be included in the order listed	Points
<p>1. A cover letter signed by an officer of Proposer, or signed by another person with authority to act on behalf of and bind Proposer. Indicate contact person(s) for the Project. The letter shall clearly indicate that the individual signing for the Proposer has carefully read and understands the requirements of this RFP, and that the Proposer commits to comply with all provisions in the RFP.</p> <p>The cover letter shall include a certification in substantially the following form: “[Proposer] certifies under penalty of perjury, under the laws of the State of California, that all information provided in its Proposal, including without limitation in exhibits thereto and its Cost Proposal, is true and correct.”</p> <p>Failure to include such a certification shall make the Proposal non-responsive and unavailable for award.</p>	<p>Pass/Fail</p>
<p>2. A completed Exhibit D Pass/Fail Requirements Form, satisfying/passing all requirements.</p>	<p>Pass/Fail</p>
<p>3. General information about your firm, including number of employees, years in business, name(s) of owner(s), home office location, local office location (if different), and market areas. Also include any signatory requirements to Union participation.</p>	<p>5 Points</p>

<p>4. Describe the history of any disputes and performance problems. At a minimum, discuss whether or not any of the following have occurred and, if they have occurred, please explain:</p> <ul style="list-style-type: none"> a. Suspension or revocation of any license of the Proposer or of any parent, subsidiary, predecessor company, or affiliated company, within the last ten years. An affiliated company is one with at least 10% common ownership, or with the same qualifying individual, or that has two or more board members or officers in common. b. Any EPA, Air Quality Management District, or Regional Water Quality Control Board finding against the Proposer or the owner of a project on which the Proposer was the prime contractor in the past five years. c. In the past five years, any violation by the Proposer of any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works, or the laws requiring use of a “skilled and trained workforce” on certain public works projects. d. Payment by the Proposer of liquidated damages of \$50,000 or more on any contract in the last five years. e. Termination of the Proposer for cause and/or default within the last ten years. f. In the past five years, cancellation of any Proposer’s insurance policy or refusal of any insurance company to renew an insurance policy for the Proposer due to non-payment of premiums or losses claimed. g. Any finding by any public entity in the past five years that the Proposer was not a “responsible” bidder or proposer. h. Any finding by a court or arbitrator in the past ten years that the Proposer was liable for making any false or fraudulent claim or material misrepresentation to a public agency or entity. i. Proposer’s withdrawal of a bid for mistake in the past five years. j. Withdrawal after a contract award to the Proposer. k. Any judgments against the Proposer in the past five years in actions in court or arbitration involving disputes with the owner of a construction project. This includes matters in which the Proposer was either plaintiff or defendant, and includes matters settled after judgment was announced. l. Any claims in excess of \$100,000 made in the past five years which were either <ul style="list-style-type: none"> a) asserted by the Proposer against a project owner in arbitration or litigation and compromised for 45% or less than the amount asserted or b) asserted against the Proposer by a project owner in arbitration or litigation and compromised for 55% or more than the amount asserted. 	<p>10 Points</p>
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<p>5. Describe the Proposer’s safety record and safety program, including at least</p> <ul style="list-style-type: none"> a. The Proposer’s worker safety program and how construction safety would be managed for the project. b. Any CAL OSHA or Federal OSHA finding against the Proposer for any serious, willful or repeat violations of its safety or health regulations in the past five years. c. For each of the last three complete years - Provide the Average Lost Workday Incident Rate (LWIR), the Average Recordable Incident Rate (RIR) and the Experience Modification Rate (EMR) provided by your worker’s compensation insurance carrier. 	<p>10 Points</p>
<p>6. Identify the key personnel proposed to work on the Project, providing the names and levels of responsibility of the day-to-day project manager and superintendent and other key personnel. Emphasize specific experience as it relates to this Project. Attach résumés for all identified key staff. Projects referenced on résumés should include contract value, start and finish dates, and delivery method (<i>e.g.</i>, design-build, lease-leaseback, construction manager at risk, or design-bid-build). Key personnel shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> • Project Executive • Project Manager • Superintendent • Scheduler • Estimator <p>These individuals are to be committed to the roles indicated for the project and may not be subject to substitution without prior written approval of, and at the sole discretion of the District. Any individual so substituted must possess qualifications equal to or better than the original approved individual, in the District’s judgment.</p>	<p>10 Points</p>
<p>7. Specific experience with similar public works construction projects (Design-Bid-Build, “D-B-B”) in the last 10 years. Please include brief project description including location, constructed values, dates (start and completion), any project limitations, names of public owner contacts and architect/engineer contacts. Proposer also can list Construction Manager At Risk or LLB projects where a competitive bid process was used to select the contractor.</p> <p>Projects completed for a K-12 public school or community college district owner will receive a higher score.</p> <p>The District may contact selected project contacts to assess similarity and quality of work.</p>	<p>5 Points</p>

<p>8. Proposer experience with similar K-12 public school or community college district projects conducted under Education Code section 17406 or 81335 (Lease Lease-back). Please include brief project description, constructed values, dates (start and completion), names of District contacts and architect/engineer contacts. The District may contact selected project contacts to assess similarity of work and quality of performance.</p> <p>Clearly identify any and all LLB projects where you exceeded the originally established TBR or Guaranteed Maximum Price in the past 10 years (identify the initial contract value, the amount and the reasons for exceeding the TBR). Provide District contact information for each such project.</p>	<p>5 Points</p>
<p>9. Describe in detail your approach and methods for carrying out the construction services, including without limitation:</p> <ol style="list-style-type: none"> a. Any creative methodology or technology that your firm uses or unique resources that your firm can offer. b. Discuss past experience with innovative project delivery techniques likely to promote the goals of the District as stated in the RFP (Integrated Project Delivery/Lean Construction). c. Describe how Proposer will manage the Project during construction. d. Address how the Proposer’s team will work in a deeply collaborative manner as part of our team, and specifically how this will change the individuals’ roles from those typically required in public school construction. e. Describe how Proposer will comply with “skilled and trained workforce requirements;” state whether the Proposer operates its own State-approved apprenticeship program and how Proposer plans to make the Trades Introduction Program (TIP San Mateo) or JobTrain Program, described in Amendment 4 to the Program Stabilization Agreement (see Section 4.4), known and available to [College] students. f. A Quality Control plan that will include but not limited to the following: <ul style="list-style-type: none"> • The process and key personnel that will be tasked with the review and coordination of all submittals/shop drawings prior to submitting to the District for review. • The process and key personnel that will be tasked with assessing the craftsmanship and workmanship by all trades and verify that all materials installed are per the approved submittals and shop drawings. g. Project closeout plan and processes that will be used to comprehensively complete closeout requirements within 60 days post substantial completion. 	<p>15 Points</p>

<p>10. Proposal shall include a summary level schedule illustrating how Proposer intends to manage the Project. Provide a schedule and narrative for the Construction Services and include at a minimum the following:</p> <ul style="list-style-type: none"> a. Describe project scheduling, including typical software programs utilized and experience of personnel in these programs. b. Discuss the plan for scheduling of this Project, including tracking and schedule updates, and how Proposer will meet the construction schedule. c. A CPM schedule that integrates critical major construction activities. d. Illustrate an understanding of District’s academic calendar, operations, and processes, required Project approvals, and durations for reviews. e. Coordination of the project milestones with critical approval, review and activity links. f. Identifies sequences and relationships for critical submittals and shop drawings. g. Time is of the essence, consideration will be given for an aggressive schedule achieves final completion earlier than 10 months after NTP. <p>The Project Schedule and Plan is intended to show that LLB Entity understands the overall process and sequencing of activities through the end of construction.</p>	<p>10 Points</p>
<p>Maximum Qualifications/Technical Points: 70 Points</p>	

4. Cost Proposal

Submit the completed Cost Proposal (Exhibit E) in **separate, sealed envelope**, clearly labeled as the Cost Proposal.

The Cost Proposal includes the subcontractor listing required pursuant to Public Contract Code sections 4100 to 4114. With its Cost Proposal, every Proposer shall set forth: the name, place of business, portion of work, contractor license number, and DIR registration number (as required by Labor Code section 1725.5) of each Subcontractor that will perform any portion of the Work in excess of one-half of one percent of the Total Base Rent. If a Proposer fails to list a Subcontractor for any portion of the work in excess of the stated limit, then the Proposer agrees that it is fully qualified to perform that portion itself, and will perform that portion itself.

The **cost proposal shall be worth up to 30 points**, scored as follows:

Lowest cost proposal	30 points
Cost up to 1% higher (of lowest cost proposal)	29 points
Cost between 1.1% and 2% higher	28 points
Cost between 2.1% and 4% higher	25 points
Cost between 4.1% and 6% higher	23 points
Cost between 6.1% and 8% higher	21 points
Cost between 8.1% and 10% higher	20 points
Cost between 10.1% and 15% higher	17 points
Cost between 15.1% and 20% higher	14 points
Cost more than 20% higher	8 points

Following selection, the Lease-Leaseback Entity will be required to submit in a confidential, sealed envelope the amount of the Total Base Rent allocated to the following: construction cost, Lease-Leaseback Entity fee, bonds, and insurance.

6.2 Selection Procedure and Guidelines

The purpose of this Request for Proposals is to enable the San Mateo County Community College District to select the firm offering the best value to the District for award of a lease-leaseback contract under the provisions of Education Code section 81335.

1. The District will use the Best Value selection (BV) process outlined below.
 - a. A selection committee composed of key District officials and consultants will review and evaluate all Proposals based on the scoring criteria identified above in Section 6.1. The selection committee will first evaluate the Qualifications / Technical portion of the submitted Proposals to determine whether they meet the format and content requirements and the standards specified in the RFP. All compliant Proposals will be scored using the criteria identified above. The selection committee will not open the contents of the sealed cost proposal during this part of the evaluation.
 - b. The District's Selection Committee will analyze each technical proposal to score the proposals in the categories set forth above. Each Proposal shall be assigned a Technical Score that is the average of the individual evaluators' scores for the Proposal.
 - c. After all Technical Scores are assigned, the Cost Proposals will be opened and scored in accordance with the standards identified above. The Proposer's Cost Proposal Score (Maximum 30 points) will be added to its Technical Score (Maximum of 70 points) to obtain a Total Proposal Score (Maximum 100 points).
 - d. At the sole discretion of the District, the Total Proposal Scores may be used to create a short list of three Proposers to be interviewed by the selection committee. If the Total Proposal Score for the Proposers ranked fourth is within 5 points of the third ranked Proposer, then the District may, at its sole discretion, short list the fourth Proposer as well. Proposers not on the short list will not be eligible for further consideration for award.
 - i. Prior to the interviews, the District will develop standard questions to ask of each Proposer, which the District may or may not share with the short-listed Proposers prior to the interviews. The interview will be worth up to 25 points.
 - ii. If interviews are conducted, the interview score will be added to the Total Proposal Score for each interviewed Proposer.
 - e. Best and Final Offers. The District may request any or all Proposers to submit its best and final offer to the District.
 - f. The District will rank Proposers by highest to lowest best value score. The winner will be the Proposer with the highest combined scores. In the event of a tie for first place in the total score, the winner will be the tied LLB Entity with the lowest proposed fee. If the proposed fees are equal the winner will be selected by a coin toss in the presence of both parties and managed by District. District requires that the tied Proposers agree to the coin toss procedure in writing before the toss.

7. PROJECT AWARD AND COMMENCEMENT

7.1 Announcement of Award

Upon completion of District's evaluation of all Proposals, including without limitation all required action by the District's Board of Trustees, District shall rank the responsive LLB Entities based on the Selection

Procedure and Guidelines stated above. District will award a contract to the highest scoring Proposer. District shall publicly announce the award of the Contract for the Project by issuing a Notice of Award, and by posting such notice on District's Online Vendor Portal. The Notice of Award shall include all of the following: (1) the LLB Entity to whom the award is made; (2) the successful LLB Entity's price proposal and its overall combined rating on the Request for Proposal evaluation factors; (3) the successful LLB Entity's ranking in relation to all other responsive LLB Entities and their respective price proposals; (4) a summary of District's rationale for the contract award; and (5) any other item the District may elect.

7.2 Post-Notice of Award Requirements

After Notice of Award, the successful LLB Entity must submit the required documents specified in the notice to District no later than 5:00 p.m. on the tenth (10th) calendar day following receipt of the notice. Execution of the Contract Documents is dependent upon approval of these documents. The successful LLB Entity should be prepared to commence work immediately following execution of the Contract and receipt of the Notice to Proceed. In the event contract award is unsuccessful with the first selected Proposer, District may choose to award the contract to the next Proposer in the ranking.

8. OTHER TERMS AND CONDITIONS OF THE RFP PROCESS

The District expressly reserves the unqualified right to undertake any of the following if advantageous to the District:

- 8.1** Accept or reject any or all of the submitted Proposals;
- 8.2** Waive or decline to waive any and all defects as to form, content, informalities, minor technical inconsistencies and/or irregularities in any Proposal or the RFP process;
- 8.3** Terminate the RFP process at any time;
- 8.4** Modify and/or suspend any and all aspects of the RFP at any time;
- 8.5** Reissue the RFP;
- 8.6** Extend the time frame for submission of the Proposal to any firm the District determines is and/or should be part of the Finalist Group. Any deadlines, if extended, will be communicated through the issuance of Addenda posted to the Online Vendor Portal. It is solely a Proposer's obligation to monitor the Online Vendor Portal for any and all Addenda and the contents thereof;
- 8.7** Request clarification of information submitted and/or request additional information from any or all submitting Proposers;
- 8.8** Hold all Proposals for a period of ninety (90) days after the deadline for receipt of Proposals;
- 8.9** Decline to enter into a contract with any Proposer;
- 8.10** Conduct personal interviews, negotiations and/or request Best and Final Offers, from any or all Proposers during the RFP process before making selection of the successful LLB Entity;
- 8.11** The Proposals submitted in response to this RFP will become the property of the District and may be used by the District in any way it deems appropriate;
- 8.12** District will use these documents as part of the basis of scoring and evaluating Proposers. District reserves the right to verify and check information submitted from all other sources available to District. District's decision will be based on objective evaluation criteria as set forth in the RFP Documents;
- 8.13** Acceptance of any Proposal will take into consideration the reliability of the Proposer, past documented performance of the Proposer, and all of its proposed team members and sub-consultants, and the appropriateness of the information provided. The District will, in the exercise of its discretion, be the sole judge in the determination of the quality and appropriateness of Proposals. The District's decision will be final;
- 8.14** All costs for preparation, submission and/or delivery incurred by the Proposer are the sole responsibility of the Proposer and will not be paid by the District. The District will not be liable for any costs incurred

in the preparation of Proposals or incidental to the preparation and presentation of Proposals, either orally or in writing. Any costs incurred in the preparation of the Proposal, in the submission of additional information, and/or in any other aspect of the Proposal before the award of the contracts will be borne by the Proposer;

- 8.15** Proposals that are submitted with conditional clauses, alterations, items not called for by the RFP, or irregularities of any kind are subject to rejection by the District as non-responsive, at its option;
- 8.16** By submitting a Proposal, the Proposer acknowledges that Proposer has investigated and satisfied itself as to the conditions affecting the work of the Project. The District shall not be responsible for any conclusions or interpretations made by a Proposer of the information made available by the District;
- 8.17** The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope and nature of the work and services to be performed. The receipt by the District of a Proposal will indicate that the submitting Proposer understands the requirements and shall supply the work and services required;
- 8.18** The District reserves the right to require that the Proposer demonstrate that Proposer has the skills, equipment, and other resources necessary to satisfactorily perform the nature and magnitude of work and services necessary to complete the Project within the proposed contract/project schedules;
- 8.19** Proposals received after the time and date specified, whether delivered or mailed, may not be considered and may be returned to the Proposer unopened, at the sole discretion of the District. It is the sole responsibility of each Proposer to ensure that its Proposal arrives at the required location before or at the time and date specified;
- 8.20** No individual or firm responding to this RFP shall obtain any claim or cause of action against the District by reason of any aspect of the RFP, defects or abnormalities contained herein, defects or abnormalities in the selection process, the rejection of any Proposal, the acceptance of any Proposal, any statements, representation, acts or omissions of the District, the exercise of any discretion by the District in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing;
- 8.21** A contract may be awarded to one of the short-listed firms through the RFP process. The District reserves the right to increase the number of Finalists if the District determines it is in the District's best interest to do so;
- 8.22** Unless requested to do so in writing either in response to a written request for clarification from District or as otherwise permitted by the RFP Documents, Proposers and their Team Members, Sub-consultants and Subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the RFP Selection Committee; (2) any consultant or professional retained by the District for the purpose of providing the District or College advice or professional services in respect to the Project, the Request for Proposal process or the Award of the Contract; or (3) any trustee, officer, employee or representative of the District or College with respect to any matter relating to the Project;
- 8.23** Any Proposer may, at its own expense, conduct investigations of the Sites, including Existing Improvements located on the Sites, provided that: (1) Proposer requests in advance and in writing, and receives, permission from the District to conduct such investigations, which permission may be granted or withheld by the District in its sole and absolute discretion, but which if permitted for any Proposer will be permitted on the same conditions for all Proposers; (2) Proposer executes an Access, Indemnity and Release Agreement (to be furnished upon request) and submits it to the District prior to submission of its Proposal; (3) Proposer provides evidence satisfactory to District of appropriate insurance coverage required by the terms of the Access, Indemnity and Release Agreement; and (4) a complete copy of any reports (including, without limitation, all opinions, data and recommendations) generated from Proposer's investigation, if any, is provided to District with the Proposer's submission of its Proposal. Failure by a Proposer to comply with these or any other terms of the Access, Indemnity and Release Agreement may be deemed by District, in its sole discretion, as a material noncompliance with the requirements of the RFP Documents and, as such, grounds for disqualification. Exploration of conditions below the surface of the ground or that involve destructive examination of Existing Improvements will only be allowed if approved in writing by District in advance of their being performed. If such approval

of subsurface exploration is given, it shall be conducted under the supervision of a licensed soils or geotechnical engineer;

- 8.24** The District reserves the right, but shall not have the obligation, after the deadline in the RFP schedule for submission of Proposals, to request submittal of Best and Final Offers. If, after receipt and review of one round of Best and Final Offers, the District determines that it is in its best interests to do so, it may request one or more additional round of Best and Final Offers, with or without further Discussions or Negotiations. There is no limit to the number or rounds of Best and Final Offers that may be requested by the District. A request by the District for Best and Final Offers shall be in writing and accompanied by (if necessary) any additional instructions to the Proposers regarding the procedures, content, format, and timing for submission thereof. If a request for Best and Final Offers is made by District, each Proposer shall thereafter submit a Best and Final Offer prior to the deadline set forth in the District's written request. If a Proposer in response to a request by District for submission of Best and Final Offers intends to make no change to its Proposal as amended by any prior-submitted Best and Final Offer, then such Proposer shall include in its Best and Final Offer a statement that (1) identifies, by title and date of submission to District, its Proposal and all prior-submitted Best and Final Offers and (2) referring to such Proposal and prior-submitted Best and Final Offers, states that there is "no change" thereto. If a Proposer in response to a request by District for Best and Final Offers intends to submit a Best and Final Offer that involves a change, addition or deletion to any portion of its Proposal or to a Best and Final Offer previously submitted by the Proposer, then the Proposer shall include in its Best and Final Offer a statement that (1) identifies, by title and date of submission to District, its Proposal and all prior-submitted Best and Final Offers and (2) sets forth by reference to page, paragraph and line of the portion of the Proposal or any prior-submitted Best and Final Offer being amended, all of the words being deleted from and/or added to the Proposal and prior-submitted Best and Final Offer. Best and Final Offers shall include an acknowledgement of any RFP Addenda issued after the deadline in the RFP schedule for submission of Proposals and prior to the deadline for submission of such Best and Final Offer. Best and Final Offers shall comply with the requirements of this RFP;
- 8.25** Following the ranking of proposals after submission of BAFOs, the District may, at its sole discretion, elect to proceed with award of the Contract without negotiations, or it may proceed with negotiations with the Proposers. Negotiations may involve any aspect of Proposer's Proposal (Technical or Cost Proposal) and any provision of the Contract Documents including scope of work, terms and conditions. The District may also initiate negotiations to reduce costs to meet budget. Because the District has the right to award the Contract without negotiations, all Proposers must commit to entering into the Contract based upon their Proposals submitted in response to this RFP. Any decision to commence negotiations regarding the Contract and any topics of negotiation are at the District's sole discretion.
- 8.26** The District reserves the right, but shall not have the obligation, to conduct Post-Scoring Discussions. Post-Scoring Discussions may be conducted with some or all Proposers. Post-Scoring Discussions are conducted after final scoring of the Proposals or Best and Final Offers, for the limited purpose of clarifying a Proposal or its Best and Final Offers. Post-Scoring Discussions are not to be used to permit changes to a Proposal or a Best and Final Offer;
- 8.27** District reserves the right at any time to request in writing from any Proposer, or all Proposers, clarification of any information contained in a Proposal or Best and Final Offers. Requests for clarifications are discretionary with the District and, although they generally are used only if Discussions or Negotiations are not conducted, may be issued at any time (whether or not Discussions or Negotiations are conducted) after the deadline in the RFP schedule for receipt of Proposals and prior to Award. Nothing stated herein or elsewhere in the RFP Documents shall be interpreted as obligating the District to request further clarification from any Proposer or as obligating the District to seek the same or similar clarification from other or all Proposers. Requests by the District for clarification shall be responded to by the Proposer to whom they are directed within three (3) Days after the date of receipt thereof by the Proposer. Responses to such requests by District shall be limited to clarifying the portion of the Proposal or Best and Final Offer described in the District's request. Responses shall not include changes to a Proposal or a Best and Final Offer. Information provided in a response to a request for clarification that does not comply with the requirements of this paragraph will not be considered;
- 8.28** Without limitation to any of the District's other rights under the RFP Documents or Applicable Laws, the

District reserves the right to reject any Proposal that contains any information that is false, incorrect, materially incomplete or misleading, is not accompanied by documents required by the RFP Documents to be submitted with a Proposal, or is in any way incomplete or irregular. The District further reserves the right, before or after evaluation and scoring of Proposals or Best and Final Offers, to withdraw its Request for Proposal and/or reject all Proposals or Best and Final Offers;

- 8.29** Award of the Contract is subject to availability of funds. In the event that funds are not available, District shall have the right, without any liability to any Proposer, to decline to execute the Contract;
- 8.30** An architectural firm, engineering firm, construction manager, contractor, subcontractor, consultant, or individual retained by the District or College before the award of the project, who (1) are participants or advisors to the District or College in respect to the procurement for the Project, or (2) provide professional services and advice to the District or College in respect to the project, shall not be allowed to participate with a LLB Entity or to perform work on the project as a Subcontractor, of any Tier, to a LLB Entity;
- 8.31** DBE Proposals and Best and Final Offers are nontransferable and cannot be assigned;
- 8.32** District reserves the right, exercised in its sole discretion, prior to Award, to unilaterally change, by addition, modification or deletion, any of the terms of the LLB Contract Documents by issuance of an RFP Addendum setting forth the substance of such change;
- 8.33** Proposals and Best and Final Offers shall not contain, nor be conditioned upon acceptance of, any exceptions, changes or additions to the terms and conditions of the LLB Contract Documents, other than changes that have been approved and ordered by District by means of a previously issued RFP Addendum. Statements contained in a Proposal or Best and Final Offer to the effect that a price is based on certain "assumptions" that are not part of the specific requirements of the RFP Documents shall be deemed to constitute an impermissible qualification in violation of the requirements of this paragraph and be grounds for disqualification;
- 8.34** Following Award of Contract, District may prepare a conformed set of Contract Documents reflecting Addenda issued during proposal period, which will, failing objection, constitute the approved Contract Documents;
- 8.35** Failure to execute the agreement within the timeframe identified in Notice of Award shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the selected Proposer refuses or fails to execute the contract, District may award the contract to the next qualified, highest-ranked Proposer.
- 8.36 PROPOSAL PROTEST.** Any Proposal Protest must be submitted in writing to the District's main office (Attention: Kathy Blackwood, Executive Vice Chancellor, 3401 CSM Drive, San Mateo, California 94402) before 5:00 p.m., no later than the sixth calendar day following posting of Notice of Intent to Award on District's Online Vendor Portal. Any Proposal Protest received after the deadline as described herein shall be deemed null and void.
1. The initial Protest document must contain a complete statement of the basis for the Protest.
 2. The Protest must refer to the specific portion of the document that forms the basis for the Protest, and must describe in detail the specific errors allegedly committed by the District in evaluating the protesting LLB Entity's Proposal (or with regard to any other LLB Entity's Proposal).
 3. The Protest must contain the name, address and telephone number of the person or entity representing the protesting party.
 4. The party filing the Protest must transmit a copy of the initial Protest document and any attached documentation concurrently to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the Protest. Such parties shall include all other LLB Entities that appear to have a reasonable prospect of receiving an award depending upon the outcome of the Protest.
 5. The procedure and time limits set forth in this paragraph are mandatory and are the LLB Entity's sole and exclusive remedy in the event of a Proposal Protest. The LLB Entity's failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal

Protest, including without limitation filing a Government Code Claim or instituting legal proceedings. A LLB Entity may not rely on a Protest submitted by another LLB Entity, but must timely pursue its own Protest.

- 8.37** Except as set forth herein, all abbreviations and definition of terms used in these Instructions are set forth in the Facilities Lease of the Contract Documents.

END OF RFP