



**SAN PASQUAL VALLEY**  
UNIFIED SCHOOL DISTRICT

**REQUEST FOR STATEMENT OF QUALIFICATIONS AND  
PROPOSALS FOR  
LEASE-LEASEBACK CONSTRUCTION SERVICES**

**Modular Gymnasium Building and Associated Construction Services**

The San Pasqual Valley Unified School District seeks to identify and contract with a company qualified to provide a turnkey modular gymnasium building and associated construction along with installation services at Route 1, 676 Baseline Road, Winterhaven California.

REQUEST FOR PROPOSALS

RFP SCHEDULE		DATES (PST)
1.	Advertisement for Entities	4/15/19,4/22/19
2.	Site Walk (Non-Mandatory)	4/24/19
3.	Deadline for submittal of Entity requests for clarifications, modifications or questions regarding RFP	5/1/19; 4 PM
4.	Last day of Modifications and/or answers to questions released	5/6/19
5.	RFP Due	5/13/19; 2 PM
6.	District Review	5/13-17/19
7.	Interviews (if Required)	Week of 5/20/19
8.	Notice of Award	5/24/19
9.	Contract Negotiations	5/27-31/19
10.	Design Development	June & July 2019
11.	District Review	August, 2019
12.	Construction Documents	9/19-12/19
13.	District Review	12/19
14.	DSA Submittal & Review	1/20-4/20
15.	Bid of Non-Entity Work	4/20-5/20
16.	Construction	6/20-3/21

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- Attachment - Prototype Floorplan, Exterior Elevations, Site Plan
- Attachment - Performance Specifications - (to be used for reference and bid purposes)
- Attachment - Lease Agreement and exhibits, including General Conditions
- Attachment - Applicable Forms

## **1.0 INTRODUCTION**

San Pasqual Valley Unified School District ("District") is requesting Statements of Qualifications and Proposals (collectively "SOQ") from business entities ("LLB" Entities) experienced in the lease-leaseback public project delivery method that are qualified to provide all necessary services for construction of a modular replacement Gymnasium that meets all current codes. The Gymnasium will be used by the entire school District as well as the community. The selected LLB Entity will submit drawings to the Architect of Record, Lord Architecture Inc., for inclusion in their construction package for submittal to DSA. The selected Entity will provide a turnkey modular Gymnasium as similar as possible to the attached design as possible, with all required support spaces and equipment as shown.

The District intends to do the following:

1. Select an experienced LLB entity based on the analysis of SOQ's from experienced LLB entities that have successfully completed the construction and renovation of similar facilities using the lease - leaseback process.
2. The District has entered into a separate design agreement with an architect for project programming, coordination and the development of plans and specifications for the project.
3. The construction of the Project undertaken pursuant to the responsive SOQ's will not commence until after written District approval of the plans and specifications is obtained.
4. The District is soliciting SOQ's from qualified LLB entities with experience in the planning, scheduling and construction of school projects valued in excess of \$1,000,000.00.

## **2.0 PURPOSE OF THIS RFP**

SPVUSD seeks to contract for the services of an LLB Entity with expertise in all phases of the work associated with the design, modification, construction, transportation and installation of a turn-key modular building onto a site prepared and ready for installation. The work will include, but is not limited to; engineering designs, modular building construction, preconstruction design modifications, , modular transportation of all elements and materials, installation, tenant improvement, and commissioning of the modular building.

The selected LLB Entity will be responsible for the review of site conditions, design of District specified modifications to the basic modular unit in the Attachments, building of the modified design to the DSA approved design, transportation of the building components to the site, and unit installation. The selected Entity will provide construction materials and assemblies according to CBC 2019 codes,

regulations and standards. This RFP is the means for prospective Entities to submit their proposals to the District for the services necessary to provide a complete modular building as described in this document.

### **3.0 SCOPE OF SERVICES**

#### **A. Project Description**

The location of the project is at the San Pasqual High School in the San Pasqual Unified School District located at Route 1, 676 Baseline Road in Winterhaven California. The scope of work under this RFP is to supply the District with a modular Gymnasium building per the Preliminary Designs shown on the enclosed Attachment .

#### **B. Background**

The San Pasqual Unified School District passed a bond in 2016 for the purpose of replacing their existing Gymnasium with a new one. To keep the campus in operation during the construction process, it was decided that the new Gym would be located near the front of the school in an area without buildings. (See attached Master Plan for additional information.)

#### **C. Description of Required Services**

1. The Proposer shall include all design and engineering expenses necessary to fully complete the project within the proposal. The Proposer shall submit all building drawings to Lord Architecture Inc. for submittal to the Division of the State Architect for review and approval. This includes all engineering required for construction of the building including Structural, Mechanical, Electrical, Plumbing (MEP) and Fire Sprinklers. The Proposer shall provide the District with drawings for review and approval at 100% design development and 50% construction document phases.
2. The Proposer is to include all peripheral shading devices shown on the Preliminary design plans. Site amenities will be designed by Lord Architecture, Inc.
3. The Proposer shall follow the plan layout as shown that includes all materials and finishes for District review and approval.
4. The Proposer shall include all transportation, foundation, utility hookups to 5 feet outside the building perimeter, installation and finishing costs.
5. All work shall comply with federal, state and local codes, regulation, laws and ordinances. Modular building shall meet 2019 California Building Code and all current Electrical, Mechanical and Plumbing Codes.
6. Modular building shall be ADA-compliant and meet all CBC accessibility requirements regarding bleachers, showers, restrooms, offices, etc.
7. Modular building shall come equipped with lighting as required by the CBC and Title 24.
8. The Proposer shall include CAT6 network drops in locations identified by the District. The proposal shall include two drops per desk location in the offices and each classroom. Wireless

locations will be required inside the Gymnasium and will be identified by the District. The Proposer shall also provide a lockable, floor mounted, IDF cabinet in the location identified by the District.

9. The Proposer shall include photographs of similar structures from previous projects as references in the proposal.

10. The entire building shall be equipped with air conditioning capacity required for a desert installation. This includes all the spaces in the building including the Gymnasium, the Lobby, the Classrooms, Locker Rooms and Offices. The modular building shall have roof mounted heat pump/air conditioning equipment that will be ducted to respective spaces, offices, classrooms and Locker Rooms.

11. A 600-amp service at 480V electrical connection is anticipated for the building.

12. The new Gymnasium building shall be ready for internet/network connections and water, sewer, electric utility hookup. Locations for each of these connections are yet to be determined.

13. Proposer shall unconditionally guarantee that work for the modular building and its foundations will be done in accordance with requirements of this RFP and further guarantees that the work of the RFP is to remain free of defects in workmanship and materials for a period of two years from the date of acceptance by the District.

#### **4.0 RESPONDING TO THIS RFP**

Email to the District Indicating Interest. Entities who intend to respond to this RFP are, in accordance with the date specified in the RFP Schedule, requested to notify the District by sending an email to Kish Curtis, [kcurtis@spvusd.org](mailto:kcurtis@spvusd.org) with the RFP number and name in the subject line. Please include your name, address, telephone, fax number, and e-mail address of the Entity (firm) and contact person.

Statement of Qualifications: Entity's Statement of Qualifications (SOQ) should clearly and accurately demonstrate the company's capabilities to perform all functions necessary for executing a modular Gymnasium via the turn-key process detailed herein. Such functions will include:

- General contracting license.
- Ability to provide services for all phases of modular construction. Phases include, but are not limited to; lease financing, pre-construction/site work requirements, building engineering, construction, installation, tenant improvement, and commissioning of the building.
- Ability to review site conditions, build to District provided prototype floorplan, and provide construction materials and assemblies according to applicable state and local codes, regulations and standards.
- Ability to service any location within the State of California. The District will only entertain proposals specifying that the goods and services described herein will be offered, at the Entity's discretion, within the limited geography of this District.

- Ability to respond to items outlined in Scope of Services above.
- Specialized knowledge and experience as indicated via projects of similar size, scope, and complexity.

SOQ shall be prepared in a bound 8.5" x 11" booklet format, using tabs to divide sections of the Form 330. Submit your SOQ in one package to the address shown on page 2 of this RFP. In your SOQ please provide:

**4.1 Cover letter.** A one page cover letter, signed by an authorized representative of the prospective Entity, shall include the name, address, telephone, fax number, email address, and federal tax identification number of the proposing Entity. The cover letter shall reference the name of this solicitation-RFP and confirm that all elements of the solicitation documents, including the Legal Agreement, have been read and understood and that the Proposer takes no exception to the materials provided

#### **4.2 Submittals**

4.2.1 Part 1: Examples of the prospective Entity's projects (at least 5 projects). Provide owner's information for each project as a reference contact.

4.2.2 Part 2: The prospective Entity shall describe its specific responses to the selection criteria, numbered and titled as listed in section 6.0 of this RFP. Responses should provide specific information regarding experience, expertise of the key personnel, description of continuous quality improvement process, and capacity to deliver high quality services for projects located in the State of California.

#### **4.3 Price Proposal.**

In one sealed envelope: Two (2) complete copies of your Fee Proposal, with the following clearly marked on the outside: "Price Proposal – (firm name). Project Name, RFP Number".

State the fixed price you will charge for the unmodified Modular Building Unit when constructed according to the specifications in attached plans and specifications. Please provide your fixed price as a lump sum purchase price.

Submit a completed and signed original of the attached Entity Bid Form. Please be certain in completing this form to use the exact legal name of the business entity under which you are proposing to do business with the District.

#### **4.4 Financial Statement**

Provide one original printed (preferred) or copy of your audited and already published Financial Statements for three annual periods preceding the due date for your Proposal. Please be certain that the statements provided are in the same legal name as that in which you intend to do business with the District and not in the name of parent organizations, or include other subsidiaries. For any questions regarding this requirement, please write to Kish Curtis, [kcurtis@spvusd.org](mailto:kcurtis@spvusd.org).

#### **4.5 Statement of Experience**

Complete the Districts Statement of Experience attached hereto. If any of the following has occurred on any of your prior projects, please describe in detail the circumstances for each occurrence:

1. Failure to enter into a contract once selected
2. Withdrawal of a proposal as a result of an error
3. Termination or failure to complete a contract
4. Debarment by any municipal, county, state, federal or local agency.
5. Involvement in litigation, arbitration or mediation.
6. Conviction of the firm or its principals for violating a state or federal antitrust law by bid-rigging, collusion, or restrictive competition between bidders, conviction of violating any other Federal or State law related to bidding or contract performance or any violation of Prevailing Wage Laws.
7. Knowing concealment of any deficiency in the performance of a prior contract.
8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
9. Willful disregard of applicable rules, laws or regulations.  
Failure to timely submit all required closeout documents for any project.

Information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Failure to disclose requested information will result in automatic rejection of a submittal and disqualification of the entity from participation on District projects.

## **5.0 SELECTION PROCESS**

- 5.1. An evaluation panel composed of predominantly District staff will review and rate/rank the Proposals, based on the selection criteria, and establish a shortlist.
- 5.2. District will inform each Entity. Firms on the short-list will be notified of their interview time and place. Interviews will be held at the District Office in Winterhaven California.
- 5.3. At any time, the District may contact previous Clients and Owners to verify the experience and performance of the prospective Entity, their key personnel, and their sub-consultants.
- 5.4. After the interviews the District will evaluate each LLB Entity on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evidenced in their SOQ, any interviews and any communications with references and parties involved on prior works completed by the entity. The District may negotiate a contract with the LLB Entity best qualified, as determined by the District to be in the best interest of the district, at compensation that the district determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the LLB Entity considered to be the most qualified and offering the best value proposal, at a price the District deems reasonable for the project, negotiations with the LLB Entity may be formally terminated. The District may then undertake negotiations with the second most qualified LLB entity. In the event negotiations fail with the second most qualified LLB Entity, based on the best value proposal standard, the District may undertake negotiations with the third most qualified firm, and so on, and so forth.

## **6.0 EVALUATION OF PROPOSALS**

The District will evaluate Proposals using the following criteria:

1. Experience, expertise, and knowledge of the LLB process.
2. Ability to meet established budgets and timelines.
3. Ability to provide constructability and value engineering reviews.
4. Ability to provide exemplary construction services, including the identification and profile of key personnel assigned to the project.
5. Ability to coordinate off-site and on-site issues with the district and any other design professionals and consultants retained by the district, jurisdictional agencies, including the local public works department, building and safety department and others as applicable.
6. Knowledge of jurisdictional agencies, including utilities.
7. Ability and willingness to work with local vendors, suppliers and contractors.
8. Understanding and support of the district's data operations.
9. Training and experience of key personnel and construction of mission critical systems.
10. Staff capacity, depth and current workload.
11. Nature and quality of the firms completed work, particularly like environments to this project.
12. Stability, reliability and continuity of the firm and its members.
13. Location of the firm's office relative to the district.
14. Fee competitiveness.
15. Other considerations deemed relevant by the District.

## **7.0 ADDITIONAL REQUIREMENTS**

7.1 Proposals should be sent by registered mail, certified mail, overnight courier, or by hand delivery. Incomplete proposals and/or proposals received after the deadline may be rejected without review.

7.2 Registered prospective Entities may submit questions to the District via e-mail to [kcurtis@spvusd.org](mailto:kcurtis@spvusd.org) no later than the date identified on page 2 of this RFP. Please indicate the RFP number and title in the subject line. Contact with the District shall be made only through this email address; telephone calls will not be accepted.

7.3 All notices, clarifications, and addenda to this RFP will be emailed to each prospective registered bidder. It is the sole responsibility of the prospective Entities to remain apprised of changes to the RFP.

## **8.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES**

8.1 Contracts with the successful Entity will be signed by the District per their Standard Lease-Leaseback Agreement. A sample of this agreement is included with this RFP. Construction of the Gymnasium will be in accordance with the contract documents, including but not limited to, the Lease/Sublease, General Conditions and bond forms. The Entity shall pay, or cause to be

paid, each worker engaged in Work on the Project on-site, not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations (“DIR”) (“Director”), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

8.2 The District reserves the right to modify or update the Standard Agreement in the interest of the District, in whole or in part at any time up to the negotiation of the agreement with the Entity. By submitting this RFP, the prospective Entity and their key sub consultants acknowledge that the project team will provide the services required in the contract and have no objection to the Standard Agreement.

8.3 If a satisfactory contractual agreement on services and compensation cannot be reached between the District and a selected Entity within 30 calendar days of notification of selection, the District reserves the right to terminate negotiations with that Entity and attempt to reach satisfactory contractual agreement with another qualified Entity.

8.4 The Entity selected under this RFP will not be precluded from consideration nor given special status in any future RFPs issued by the District.

8.5 The District reserves the right to reject any of the Entity’s sub consultants and ask that a different firm be proposed for consideration. Upon selection of the Entity, the District reserves the right to approve the selection of other sub consultants not requested in the RFP.

## **9.0 ADMINISTRATIVE RULES GOVERNING RFPs**

The District’s Administrative Rules governing the submittal of Proposals follow.

By virtue of submission of a Proposal, the Entity agrees to be bound by said Administrative Rules with regards to this RFP and said Proposal. Said rules shall in no way act to limit the District’s right to negotiate additional or different terms if it sees necessary. The District reserves the right to reject any and all Proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the District responsible for the cost of preparing the Proposal. One copy of a submitted Proposal will be retained for official files and becomes a public record.

### **A. General**

This solicitation document, the evaluation of Proposals, and the award of any contract shall conform with current procedures as they relate to the procurement of goods and services. An Entity’s Proposal is an irrevocable offer for 60 days following the deadline for its submission.

### **B. Errors in the solicitation document**

1. If an Entity submitting a Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Entity shall immediately provide the District with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the



District may modify the solicitation document prior to the date fixed for submission of Proposals by issuing an addendum to all Entities to whom the solicitation document was sent.

2. If prior to the date fixed for submission of Proposals a Entity submitting a Proposal knows of or should have known of an error in the solicitation document but fails to notify the District of the error, the Entity shall bid at its own risk, and if the Entity is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **C. Questions regarding the solicitation document**

1. If an Entity's question relates to a proprietary aspect of its Proposal and the question would expose proprietary information if disclosed to competitors, the Entity may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the Entity must submit a statement explaining why the question is sensitive. If the District concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the District does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Entity will be notified.

2. If an Entity submitting a Proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the Entity may submit a written request that the solicitation document be changed. The request must set forth the recommended change and Entity's reasons for proposing the change. Any such request must be submitted to the District by the date and time listed in this RFP for "Deadline for submission of Entity's Requests for Clarifications, Modifications or Questions regarding the RFP".

### **D. Addenda**

1. The District may modify the solicitation document prior to the date fixed for submission of Proposals by posting an addendum. All addenda will be emailed to each registered Entity. If any Entity determines that an addendum unnecessarily restricts its ability to bid, it must notify the District no later than one day following the receipt of the addendum.

### **E. Withdrawal and resubmission/modification of Proposals**

1. An Entity may withdraw its Proposal at any time prior to the deadline for submitting Proposals by notifying the District in writing of its withdrawal. The notice must be signed by the Entity. The Entity may thereafter submit a new or modified Proposal, provided that it is received at the District no later than the Proposal due date and time listed in this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the Proposal due date and time listed in this RFP.

#### **F. Evaluation process**

1. All Proposals received will be evaluated to determine the extent to which they comply with solicitation document requirements.
2. If a Proposal fails to meet a material solicitation document requirement, the Proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Immaterial deviations may cause a Proposal to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the District's opinion the information was intended to mislead the District regarding a requirement of the solicitation document.
4. During the evaluation process, the District may require Entity to answer questions with regard to the Entity's Proposal. Failure of an Entity to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause for deeming a Proposal nonresponsive.

#### **G. Rejection of Proposals**

1. The District may reject any or all Proposals and may or may not waive an immaterial deviation or defect therein. The District's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse an Entity from full compliance with solicitation document specifications. The District reserves the right to accept or reject any or all of the items in the Proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Entities if it is deemed in the District's best interest. The District reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or against the best interest of the District.

#### **H. Award of contract**

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible Entity submitting a Proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the District.
2. The District reserves the right to determine the suitability of Proposals for contracts on the basis of a Proposal's meeting selection criteria, technical requirements, and its assessment of the quality of service and ability to perform the proposed scope of work.

#### **I. Decision**

1. Questions regarding the District's award of any business on the basis of Proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the individual listed in the Submitting Your Proposal section of this RFP.

#### **J. Execution of contracts**

1. The District will make a reasonable effort to execute any contract based on this solicitation document within 60 days of selecting an Entity that best meets its requirements.

#### **K. Protest procedure**

1. General Failure of an Entity to comply with the protest procedures set forth in this Section K will render a protest inadequate and non-responsive and will result in rejection of the protest.

2. Prior to Submission of Proposal an interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a Proposal. Such protest must be received prior to the Proposal Submittal Deadline. The protestor shall have exhausted all administrative remedies discussed in this Section K prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After award an Entity submitting a Proposal may protest the award based on allegations of improprieties occurring during the SOQ evaluation or award period if it meets all of the following conditions:

- a. The Entity has submitted a Proposal that it believes to be responsive to the solicitation document;
- b. The Entity believes that its Proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The Entity believes that the District has incorrectly selected another Entity submitting a Proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a Non-Award letter.

#### **4. Form of Protest**

An Entity who is qualified to protest should submit the protest to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the District.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address shown on page 2 of this RFP. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.

- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated. The District, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the District will not consider such new grounds or new evidence.

#### 5. Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a Proposal, the District will provide a written determination to the protestor prior to the Proposal Due Date. If required, the District may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the District, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

#### **L. Disposition of materials**

1. All materials submitted in response to this solicitation document will become the property of the District and will be returned only at the District's option and at the expense of the Entity submitting the Proposal.