



REQUEST FOR PROPOSALS

COVINA HIGH SCHOOL POOL REMODEL PROJECT

RFP No. 23-24-105

Submit completed proposals to:
Covina-Valley Unified School District
Robin Harbert, Assistant Director Purchasing
519 E. Badillo Street
Covina, California 91723

Deadline for submissions is 2:00 p.m. on November 13, 2023.
Request for Proposals for Covina High School Pool Remodel Project
RFP No. 23-24-105

Notice to Proposers

NOTICE IS HEREBY GIVEN THAT THE COVINA-VALLEY UNIFIED SCHOOL DISTRICT of Los Angeles County, California, acting by and through its Board of Education, hereinafter referred to as District, will receive up to, but not later than 2:00 p.m. on **November 13, 2023**, sealed proposals for the District's

RFP No. 23-24-105 COVINA HIGH SCHOOL POOL REMODEL PROJECT

The Request for Proposals ("RFP"), including all currently available plans, specifications, and related documents, may be obtained by request via email by contacting Robin Harbert at rharbert@c-vusd.org. It is also available on the District website at <https://www.c-vusd.org/Page/758>.

This Project shall be partially or fully funded by federal funds. The District shall conduct all procurement transactions in a manner that provides maximum open and free competition consistent with Title 2, Code of Federal Regulations (2 CFR), Part 200.319(a). The District must share with every proposer all information necessary for submitting a competitive bid. The release of this RFP, evaluation of proposers, and award of a contract will use competitive procurement standards established in all applicable California state and federal statutes and regulations.

A mandatory pre-proposal site walk will be held at Covina High School, located at 463 S. Hollenbeck Avenue, Covina, California 91723, on **October 23, 2023 at 9:00 a.m.**

Sealed proposals must be received by Robin Harbert, Assistant Director of Purchasing of the Covina-Valley Unified School District, 519 E. Badillo Street, Covina, California 91723 by 2:00 p.m. on **November 13, 2023**.

The District reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals.

Dated this October 10, 2023

Clerk, Board of Education
Covina-Valley Unified School District
Los Angeles County, California

Publication Date(s): October 10, and October 17, 2023

Covina-Valley Unified School District
RFP No. 23-24-105
October 10, 2023

Construction Services for Lease-Leaseback Project Delivery
Covina High School Pool Remodel Project

Responses must be received on November 13, 2023, no later than 2:00 p.m. Pacific Time.

Covina-Valley Unified School District (“District”) invites proposals from prequalified firms, partnerships, corporations, associations, persons, or professional organizations to provide preconstruction and construction services at the Covina High School, as more particularly described in **Exhibit A** (“Project”), pursuant to Education Code section 17406 *et seq.*

In general, the firm(s) selected as a result of this process (“Firm” or “Contractor”) will provide a proposal to the District to perform the Project and thereafter work cooperatively with the District’s Board of Education (“Board”), staff and consultants, the architect of record and design team, and the Project inspectors, to facilitate the timely completion of the Project.

The District wishes to retain a Firm that has the financial strength, management, and expertise to assist the District with delivering the Project within the proposed schedule. The District reserves the right to choose individual members of the Firm or the entire Firm.

Questions regarding this RFP must be directed to both Robin Harbert and Melinda Pure at the email addresses below by October 25, 2023, no later than 4:30 p.m.

Interested firms or persons must submit their proposals, **which shall not exceed fifty (50) single-sided pages**, as described below, with one (1) electronic copy on a flash or USB drive and three (3) hard copies of requested materials to:

Covina-Valley Unified School District
Robin Harbert, Assistant Director Purchasing
519 E. Badillo Street
Covina, California 91723
Email: rharbert@c-vusd.org and melinda@ehanda.com

This RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. **The District reserves the right to waive any irregularities or inconsistencies and to reject any and all responses.** The District also reserves the right to amend this RFP as necessary. All materials submitted to the District in response to this RFP shall remain the property of the District.

The District invites qualified Firms to submit proposals with respect to the Project described herein.

1. Important Dates*.

- 1.1** A mandatory pre-proposal site walk will be held on **October 23, 2023 at 9:00am** at Covina High School, located at 463 S. Hollenbeck Avenue, Covina, California 91723.

- 1.2 In order to assure receipt of addenda, the proposer will submit an email indicating their intent to propose to both Robin Harbert at rharbert@c-vusd.org and Melinda Pure at melinda@ehanda.com no later than **October 25, 2023 at 4:30 p.m.** which includes their contact information (email and phone number).
- 1.3 All questions regarding this RFP must be submitted via email to both Robin Harbert at rharbert@c-vusd.org and Melinda Pure at melinda@ehanda.com no later than **October 25, 2023 at 4:30 p.m.**, Pacific Time.
- 1.4 Completed prequalification packets must be submitted through the District's prequalification process not later than **October 27, 2023** at 10:00 a.m. Pacific Time. Please visit the District's website <https://www.c-vusd.org/Page/760> for instructions on how to prequalify.
- 1.5 RFP Responses Due: **November 13, 2023**, by 2:00 p.m. Pacific Time.
- 1.6 Interviews will be conducted on **November 30, 2023**. This is a tentative date and is subject to change.
- 1.7 The recommendation to approve the selected proposer and the final contract documents will be brought to the **December 11, 2023** Board meeting for approval. This is a tentative date and is subject to change.
- 1.8 The District seeks to bring the Final Guaranteed Maximum Price ("GMP") to the Board for approval at the **March 11, 2024** Board meeting.

*Please note that any and all of the above dates and timelines are subject to change at the District's sole discretion.

2. Description of Project.

- 2.1 The Project for which the District is seeking responses will include the District's Project as more specifically described in **Exhibit A**, attached hereto.

3. Preconstruction Services.

- 3.1 Costs of Preconstruction Services. Prior to the award of the instrument, the Firm shall provide a Preliminary Guaranteed Maximum Price ("Preliminary GMP"), which will include a fee for preconstruction services. Parties will negotiate and agree upon applicable hourly rates.
- 3.2 Description of Preconstruction Services.
 - 3.2.1 Firm shall work with District staff and Architect to develop an overall construction budget and construction schedule.
 - 3.2.2 Firm shall assist the District with providing constructability evaluation and value engineering of the plans and specifications for the building/s to be constructed, as necessary.

- 3.2.3** Firm shall assist the District by providing detailed and ongoing evaluations of the Project, including the plans and specifications (“Plans and Specifications”), detailed construction budget cost projections, Project schedule and phasing requirements, analysis of the District’s overall Project budget, Project constructability reviews of Architect’s work, leadership, and participation in youth and community involvement efforts, and implementation of community benefits and local work force options and opportunities. Such evaluations shall include alternative approaches to design, development, and construction of the Project.
- 3.2.4** Firm shall attend regular meetings during Project design, development, and document production phases between Architect, Construction Manager, and the District, and any other applicable consultants of the District, as required.
- 3.2.5** Firm shall assist with considering operating or maintenance costs with respect to selecting systems (mechanical, electrical, lighting, bell/intercom, etc.) for the Project. Firm will provide life cycle costing analyses as requested by District.
- 3.2.6** Firm shall perform a detailed analysis of both the preliminary and the final Plans and Specifications and provide the District with value engineering and recommendations regarding scope and budget of the Project, suggested value engineering items, long lead purchases, and a plan for revising the Plans and Specifications to the extent necessary to achieve the District’s goals and objectives, including Project completion dates.
- 3.2.7** Firm shall assist the District in obtaining all local and state licenses, permits, requirements, and approvals including, but not limited to, approval from the Division of the State Architect (“DSA”), approval from the Office of Public School Construction (“OPSC”), and compliance with requirements of the California Environmental Quality Act (“CEQA”).
- 3.2.8** Firm shall work with District’s legal counsel to prepare necessary agreements for completion of the Project.
- 3.2.9** Firm shall provide construction cost estimates at the following design milestones: Schematic Design, Design Development, and 50% Construction Documents, 100% Construction Documents, as applicable.
- 3.2.10** Firm shall provide budget tracking during the course of design to determine the cost impact of the development of the design and scope changes.
- 3.2.11** During the Construction Document phase of the design, the Contractor shall coordinate the work of the design build subcontractors.
- 3.2.12** Firm shall negotiate with the District a Final Guaranteed Maximum Price for the construction of the Project which shall become the basis for the lease agreements.

3.2.13 Firm shall perform any other services ordered by the District to facilitate the timely and cost effective completion of the Project.

4. Agreement Structure and Key Elements of the Instrument to Be Awarded.

- 4.1** The District will lease the applicable Project site to the Contractor and require the Contractor to construct improvements on the site. The lease shall include a financing component for the Project by extension of the term of the lease beyond the duration of the construction for a period mutually agreeable to the parties (likely between six (6) months and two (2) years).
- 4.2** The District will have the ability to occupy the site during the financing period, and a portion of the construction cost due to the Contractor will be paid as lease payments during the financing period. Financed amounts shall be subject to a mutually agreeable financing charge. The agreement will permit the District to pay the financed amounts early to avoid any financing charges.
- 4.3** The District is herein providing its standard Lease-Leaseback contract documents (“Contract”) attached hereto as Exhibit C. **All Proposers must submit any proposed changes and/or comments to the Contract in redline form as part of their Proposal Response.** (The Word version of the standard agreements are available on the District website as part of the RFP documents.)

5. Prequalification Requirement.

- 5.1** In order to be awarded a contract for the Project or any portion thereof, the successful Firm must be prequalified pursuant to the District’s policies and procedures. In addition, and as further set forth below, the Firm will be responsible for the prequalification of any mechanical, electrical, plumbing, or iron/steel subcontractors. (Subcontractors not identified in the proposal do not need to be prequalified prior to RFP Proposal submission.)
- 5.2** Proposers must submit prequalification applications **not later** than ten (10) working days prior to the RFP response deadline. However, proposers are encouraged to submit prequalification packets as soon as possible, as a submission ten (10) working days prior to such deadline will not guarantee timely prequalification. It is the responsibility of each proposer to ensure that it is prequalified **not less than** five (5) working days prior to the deadline for RFP submissions.

6. Guaranteed Maximum Price (“GMP”) Development.

- 6.1** As discussed below, the District is asking Contractors to provide a Preliminary GMP for their fee (profit) for construction work, expressed as a preliminary estimate of the total costs to Contractor to complete the work, including but not limited to preconstruction services.
- 6.2** Prior to finalization of the GMP, the Proposer will be required to provide the District with objectively verifiable information of all of its costs to complete the work. The

Final GMP will include all costs to complete the work, including but not limited to the Proposer's fee (profit).

- 6.3** The Contractor will provide the District access to objectively verifiable information for all of Contractor's costs, including but not necessarily limited to subcontractor bids, value engineering back-up, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and Contractor fees.

7. Subcontractor Procurement.

- 7.1** The Firm will select subcontractors in accordance with Education Code section 17406. Specifically, the following subcontracting procedures shall be applicable to this work:

7.1.1 Proposals do **not** need to identify all subcontractors who will be used. However, Contractors **may** identify subcontractors who will be used. The identification must be clear. All subcontractors that are identified in the proposal shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).

7.1.2 For subcontractors **not** identified in the proposal, the successful proposer shall proceed as follows in awarding construction subcontracts with a value exceeding one-half (1/2) of one (1) percent of the price allocable to construction work:

- (a)** Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the school district (once per week for two weeks in a newspaper of general circulation), including a fixed date and time on which qualifications statements, bids, or proposals will be due.
- (b)** Establish reasonable qualification criteria and standards.
- (c)** Award the subcontract either on a best value basis or to the lowest responsible bidder. This process may include prequalification or short-listing. This process shall not apply to subcontractors listed in the original proposal. Subcontractors awarded construction subcontracts using this process shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).

7.1.3 All mechanical, electrical, and plumbing subcontractors must be prequalified.

- 8. Education Code Section 17407.5 / AB 566.** Contractors must comply with the requirements set forth in Education Code section 17407.5 and Public Contract Code section 2600 et seq., pursuant to AB 566 (2015), to provide a "skilled and trained workforce."

9. Conflict of Interest.

9.1 Firm shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting construction agreement, nor that any such person will be employed in the performance of any construction agreement without immediately divulging this fact to the District. (See also 2 CFR 200.317; 200.318(c).)

10. Prevailing Wage.

10.1 Firm shall comply with the provisions of the California Labor Code and Federal Labor Standards Provisions (Davis-Bacon) pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. The Department of Industrial Relations has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at <http://www.dir.ca.gov/DLSR>.

10.2 The Contractor and all subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the contract. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, Labor Code §§ 1771, 1778 and 1779 and Davis-Bacon. It is the Contractor's responsibility to determine any rate change.

10.3 The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at least time and one half.

11. Labor Compliance Monitoring.

11.1 The Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code section 1771.1, all bidders, contractors, and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at the time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. The District may elect to hire a labor compliance monitoring agent to provide monthly status of the labor compliance as it relates to this Project.

12. Description of Format that the Proposals Shall Follow and Elements the Proposals Shall Contain.

12.1 Proposals must be concise, well-organized, and consecutively numbered on each page. Proposals shall be no longer than fifty (50) single-sided pages, on 8 ½" x 11" paper, inclusive of resumes, forms, and pictures.

12.2 All responses should include the following elements in the format and order set forth below:

12.2.1 Section 1 - Cover Letter

12.2.2 Section 2 - Table of Contents

12.2.3 Section 3 - Proposal Selection Criteria

(a) Please review the proposal selection criteria as detailed below and respond to each criterion in the order listed. Each proposal selection criterion response shall be on a separate page.

13. Description of District Needs and Project Administration.

13.1 The design for the Project shall be submitted to the DSA.

13.2 Firms submitting responses **must be prequalified** pursuant to Education Code section 17406 and Public Contract Code section 20111.6. Prequalification takes place **in advance of submitting a response**, and prequalification applications are available from the District's website at <https://www.c-vusd.org/Page/760>.

13.3 The District intends to select the Firm that best meets the District's needs to perform the development and construction services as described in this RFP. The Firm will be the District's representative in relation to any trade contractors/subcontractors hired by the Firm, and will ensure compliance with the Project plans.

13.4 In addition to constructing the Project, the Firm's responsibilities include, but are not limited to:

13.4.1 Value engineering;

13.4.2 Procurement of long lead materials and products;

13.4.3 Facilitating meetings with members or representatives of the school community with an interest in the Project;

13.4.4 Master scheduling the Project per preliminary master schedule, milestones established by the District;

13.4.5 Budgeting for the Project;

13.4.6 Confirming the design and products used meet current District standards; and

13.4.7 Maintaining and managing tracking of design changes and costs associated with changes to the Project.

13.5 "Lease-Leaseback" Structure. Any agreement reached will conform to the statutory framework for the lease/leaseback delivery method. (Ed. Code, § 17406 et seq.) Per Section 4.3 above, all Proposers must provide any and all proposed

changes and/or comments to the Contract provided herein and attached as Exhibit C with their Proposal response.

- 13.6** Construction Services. Firm will perform the construction phase of the Project, acting as a general contractor pursuant to Site and Facilities Lease Agreements and may contract with separate subcontractors to perform the various trades comprising the entire scope of work, consistent with the contract documents and the applicable provisions set forth in Education Code section 17406 et seq.
- 13.7** District Project Team Description. The Project will be managed by the District's Project team. The District's Director of Maintenance, Operations, Facilities, and Transportation and/or designated representative will be responsible for making the day to day decisions on behalf of the District. The Chief Business Officer and/or designated representative will review and advise on proposed changes as needed. The District's Board of Education will be responsible for making final decisions.
- 13.8** Relationship to Outside Governmental Agencies. Depending upon the scope of work, the Firm may be required to assist the District in working with various outside governmental agencies, including but not limited to, the following as applicable: City or County Planning Commissions and Departments, the Department of Toxic Substances Control, the regional water quality control board, the regional air quality management district, the California Department of Education, the DSA, the State Allocation Board, and OPSC. Firm shall discuss its experience with each of these agencies.
- 13.9** Assignment. Any construction agreement resulting from this RFP and any amendments or supplements thereto shall not be assignable by the successful Firm either voluntarily or by operation of law without the written approval of the District.
- 14. District's Standards to Be Used in Evaluating Proposals, Selection Criteria, and Scoring.**
- 14.1** In accordance with applicable law, the District will select a Firm and award the contract for this Project based on this competitive solicitation process to the proposer providing the best value to the District, taking into consideration the Firm's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.
- 14.2** The District will select the successful proposal based on the criteria below. Each criterion will be evaluated as part of the best value score. There shall be no minimum qualification score. For each criterion, the District shall use the methodology and weighting system below. A review and selection committee ("Evaluation Committee") that the District intends to be composed of key personnel from within and outside the District will review and evaluate all proposals and conduct interviews, as further described below.
- 14.3** Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria discussed below. Final selection of a Firm, terms and conditions of any and all agreements, and authority to proceed with noted construction services, shall be at the discretion of the District.

14.4 Best Value Analysis.

The District will select the successful proposal based on a Best Value Score per the criteria set forth below. Each criterion will be evaluated as part of the best value score. There shall be no minimum qualification score. For each criterion, the District shall use the methodology and weighting system below.

The District, at its sole discretion, may elect to interview Firms of its choosing, or may select a contractor based upon the information provided in the written proposal. If the District elects to interview firm(s), it will be an opportunity for the District Evaluation Committee to review the firm’s history, experience, qualifications, quality control and other matters the committee deems relevant to the firm's evaluation and to gather additional information to finalize a best value score. If a firm is requested to come to an interview to meet with the District Evaluation Committee, the key proposed Project staff will be required to attend the interview. The District, at its sole discretion, may elect to interview all Firms, a select number of Firms or no Firms.

The District Evaluation Committee shall score each criterion on a weighted scale (as shown in the chart below) based on its evaluation and impressions of the responses and information received from contractors. The total shall be the best value score. The District will select the Firm with the highest best value score. If the District and said Firm cannot agree on contract terms, then the District shall select the next highest best value score and so on. The District reserves the right to reject all proposals at any time before ratification of a contract.

Evaluation Criteria (100 points total)	
Selection Criteria	Elements to be addressed by contractor’s proposal for each selection criterion
1. Firm History and General Experience (20 points)	<ul style="list-style-type: none"> • Organizational charts of the Firm • Firm name and address • Firm history • Former names of Firm • Contractor license • Whether contracting license has ever been revoked • Whether contracting license has been suspended in the past five (5) years • Statement indicating all claims in which Firm or key personnel were involved in any way with litigation regarding construction projects within the past five (5) years • Firm Department of Industrial Relations registration number • Description of the Firm and its organizational structure • List any individuals who are authorized to sign a legal document, binding the Firm • Resumes of key personnel to be involved with the Project, including the Project Manager, Project Engineer, and Superintendent with their school construction experience

	<ul style="list-style-type: none"> • NOTE: Upon engagement, any change in personnel must be approved by the District. Firm shall be responsible for any additional costs incurred by the engagement of a change in personnel.
<p>2. Relevant / Recent Project Related Experience (20 points)</p>	<ul style="list-style-type: none"> • Relevant and recent experience the Firm’s principals have delivering similar aquatic center lease-leaseback projects on public K-14 school campuses beginning with most recent projects and including the dollar amount of each project. Proposer must specify a minimum of 3 demolition and reconstruction projects completed within the last five (5) years. • List projects the Firm’s principals have successfully delivered for the past five (5) years. Include the project name, location, owner contact, initial budget and final budget, initial completion date and final completion date, and any dollars of unused contingency returned to owner. • Describe the Firm’s knowledge and understanding of local environmental factors that may affect Project delivery, including but not limited to local City/County approval processes. • Describe any relationships that may facilitate a timely and efficient Project delivery. • Describe the location of the contractor’s nearest local office and main office, if different. • Please explain whether and how the Firm can meet the District’s desired timeline based on Exhibit A. • Describe whether and how the contractor would be able to meet the skilled and trained workforce requirement. • Describe which trades the Firm is able to self-perform. • Describe the Firm’s experience with BIM modeling. • Describe the Firm’s experience with all software programs the Firm uses to assist with scheduling for a project.
<p>3. Safety Record (5 points)</p>	<ul style="list-style-type: none"> • Please provide your Experience Modification Rate for the past three (3) consecutive years. • Please detail any additional information relating to safety that you would like the District to consider.
<p>4. Price Proposal (30 points)</p>	<ul style="list-style-type: none"> • Please complete and submit the fee proposal attached hereto as Exhibit B.

<p>5. Interview (25 points)</p>	<ul style="list-style-type: none"> • Quality of the Presentation <ul style="list-style-type: none"> -- Experience and skills of the Project team -- Knowledge of the Project and its requirements -- The Project Team proposed in the RFP proposal must attend the interview unless the District approves an exception in advance. • Quality of Responses to Interview Questions <ul style="list-style-type: none"> -- Interview questions that Firms must respond to will be made available at the interview.
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14.4.1 Highest Best Value Score. The District Evaluation Committee will rank the Firms from highest Best Value Score to Lowest Best Value Score. The District will select the Firm with the highest Best Value Score. If the District and said Firm cannot agree on contract terms, then the District shall select the next highest Best Value Score and so on. The District reserves the right to reject all proposals at any time before ratification of a contract.

15. Protests. A proposer may protest an award if he/she believes that the award was not in compliance with law, Board policy, or this RFP’s specifications. A protest must be filed in writing with the District’s Assistant Director of Purchasing or designee within three (3) working days after receipt of notification of the intent to award the contract and shall include all documents supporting or justifying the protest. A proposer’s failure to file protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract, and shall also constitute a failure to exhaust any available administrative remedy and bar any further action.

16. General Conditions. Firms submitting a proposal in response to this RFP agree to comply with the conditions set forth below.

16.1 All costs associated with the preparation of the Firm’s proposal will be solely the responsibility of the interested Firm.

16.2 The Request for Proposals, the proposal and all documents referred to in this Request for Proposals and the resultant contract between the Firm and the District and any modification to said documents, shall be construed together as one document.

16.3 The Firm submitting qualifications agrees that all documentation and information in any submittal or addendum shall become the property of the District and may be subject to disclosure under the terms of the Freedom of Information and Protection of Privacy Act and/or California Public Records Act.

16.4 The successful Firm, its officers, directors, employees, agents, and representatives will be expected to adhere to all federal, state and local guidelines and regulations, and District policies, procedures, and regulations, including those related to COVID-19 or any other global epidemic or pandemic, as applicable.

16.5 The proposal submitted by the interested Firms shall be irrevocable for a period of sixty (60) days from the official closing date for the receipt of proposals.

- 16.6** The District reserves the right to withdraw, at its discretion, this RFP at any time and shall not be liable for any expense, cost, loss, or damage incurred or suffered by any interested Firm as a result of such withdrawal.
- 16.7** The contents of the proposals of the successful Firm(s) will become contractual obligations. Failure of the successful Firm to accept those obligations in a subsequent contractual agreement may result in cancellation of the award.
- 16.8** The Firm will be required to use its own office, personnel, and facilities, except as otherwise provided herein or in any resultant contract.
- 16.9** Any contract resulting from this RFP is subject to appropriation of funds by the District's Board of Education for each year of service.
- 16.10** Proposals submitted become the property of the District and may be reviewed and evaluated by any persons at the discretion of the District.
- 16.11** The Firm(s) that are recommended for award of a contract will be required to execute an agreement with the District.
- 16.12** The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE") and minority and women business enterprises shall be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national original, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.
- 16.13** From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent or contractor representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process or the award of the contract(s) with any member of the District's Board, committee members or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the Firm submitting a proposal.
- 17. *The District reserves the right to reject all irregularities or inconsistencies and the right to reject all proposals.***

EXHIBIT A

DESCRIPTION OF THE PROJECT

Name: Covina High School Pool Remodel Project

Anticipated Project Cost/Budget: \$7,434,500.00

Description of Project: All construction and related services, labor and materials required for the demolition of existing pool and associated buildings with remodel of an existing building for equipment, construction of a new building, new pool and deck on the existing campus at Covina High School, 463 S. Hollenbeck Ave., Covina, California, 91723 as per the detailed description below.

Covina High School Pool Replacement Project Summary Scope of Work

The Covina High School Pool Project replaces the existing pool and associated pool equipment. The new concrete pool (Rim Flow style gutter) is 35 meters long (115'-0") by 25 Yd (75'-1") feet wide. Other structures/components included in this project are as follows:

1. Aluminum bleacher seating for 400 spectators with integral shade structure.
2. A new aquatic building housing restrooms, storage room, outdoor showers, concession space, and office. The building will be constructed using concrete masonry units, metal studs for furring and interior framing, structural steel roof framing, metal roof deck, and single ply roofing. Outdoor showers will be part of the new building and will be constructed of concrete masonry units, structural steel, and porcelain ceramic tile.
3. A renovated pool equipment building housing pool filtration, heating, and sanitizing equipment.
4. 6-inch-thick reinforced concrete pool deck.
5. 6 pole mounted LED pool lighting.
6. 6-foot-high galvanized ornamental iron fencing and gates.
7. Miscellaneous concrete and asphalt paving flatwork/site work.
8. All associated pool timing system and freestanding scoreboard structure.
9. Subgrade reinforced concrete surge chamber.
10. Rerouting and upgrade of affected low voltage cabling currently mounted on existing walkway shelters
11. All associated subgrade utilities and patching of existing ornamental plaza paving.
12. All associated selective demolition.
13. Earthwork.

Project DSA Status: The project was approved by DSA, A# 03-122700

Anticipated Project Schedule: The District desires to commence construction on this Project on March 25, 2024, and complete the Project on or before February 28, 2025.



PR: \USD\DATA\195119.GIS

Legend

-  Covina High School
-  Project Site

Michael Baker
INTERNATIONAL



0 200 400
Feet

Source: Esri, ArcGIS Online, 2023 Nearmap Imagery; Covina, California

COVINA HIGH SCHOOL
POOL REHABILITATION PROJECT
Local Vicinity Aerial Map

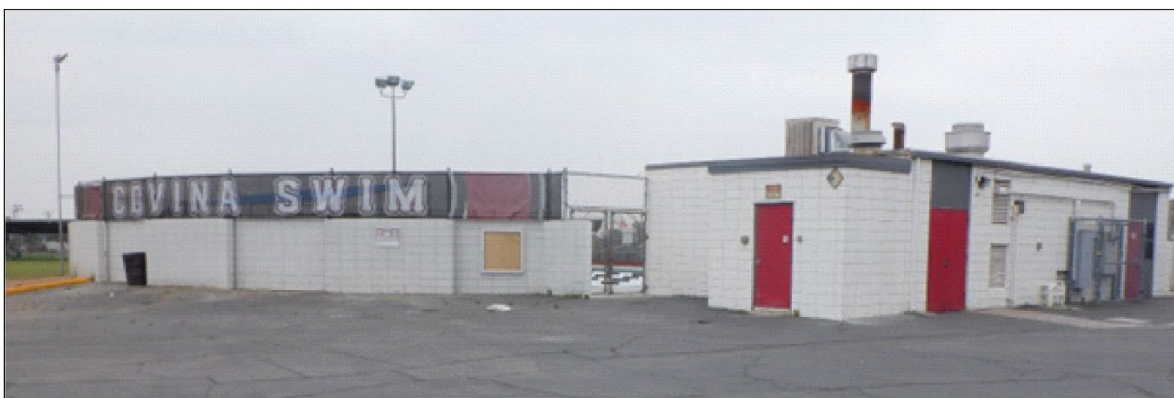
Figure 2



Aerial view of the existing aquatics facility with the pool, pool deck, pool house, and storage shed.



View of the southwest side of the existing pool house and restroom facilities.



View of the southeast side of the existing fenced aquatics facility and pool house.

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EXHIBIT B
FEE PROPOSAL

1. For the price proposal portion of the best value analysis, the District will evaluate, as discussed below, the not-to-exceed “Preconstruction Services Fee” combined with the estimated “Construction Services Fee” to determine the “Preliminary Guaranteed Maximum Price (“Preliminary GMP”).”
2. **Preconstruction Services.** The District will permit contractors to bill for preconstruction services on an hourly basis at mutually agreed upon rates set forth in the lease-leaseback instrument. Contractors should express their Preconstruction Services Fee as a not-to-exceed amount for preconstruction services on all projects described in **Exhibit A**.
3. **Construction Services Fee.**
 - 3.1 Contractors should express their Construction Services Fee as the sum of all “Base Construction Costs” which shall include (a) all subcontracts to be awarded by contractor for the Project, plus (b) all costs for materials and supplies for the Project. Contractors’ Construction Services Fee percentages shall be applied to each of the projects described in **Exhibit A** and any District-directed additional work.
 - 3.2 After the completion of preconstruction services, selection of subcontractors, and any required DSA approval of the Plans and Specifications, contractor shall provide the District with objectively verifiable information of its costs to perform the work and a written rationale for the proposed GMP. Contractor’s written rationale shall detail the Base Construction Cost for the Project. The product of the actual Base Construction Cost, multiplied by the percentage offered by the contractor in its proposal for its Construction Services Fee, shall set the Construction Services Fee. The ultimate GMP shall be the sum total of the Base Construction Cost and the Construction Services Fee.
 - 3.3 For clarity and avoidance of doubt, the Construction Services Fee should cover all sums the contractor will seek to recover that are not Base Construction Costs, including but not necessarily limited to:
 - 3.3.1 General conditions and general requirements, including but not limited to temporary facilities, utilities, structures, fences, dust control, scheduling, safety, scaffolding, and stormwater pollution prevention plan (SWPPP) and monitoring.
 - 3.3.2 Overhead and profit.
 - 3.3.3 Supervision of subcontractors and suppliers and other management responsibilities.
 - 3.3.4 Anticipated materials, equipment, and employee/labor (including but not limited to wages, salaries, and benefits) costs for work performed by contractor.

3.3.5 All bonds and insurance, including but not limited to payment and performance bonds.

[Price proposal worksheet on next page must be completed and submitted as part of the proposal. An excel version of the worksheet is available on the District website with the RFP documents.]

ESTIMATED PRELIMINARY GMP PRICE PROPOSAL

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

Covina High School Pool Replacement



**Lease-Leaseback
Cost Worksheet**

Instructions: Complete yellow-highlighted cells. If there is a range of costs that you intend to negotiate, please complete both sides of the worksheet -one with low-end costs and one with high-end costs, otherwise only complete the left side.

LLB Entity: Date:

Line #	Low	High
1	Preconstruction Fee \$ -	Preconstruction Fee \$ -
	Subcontractor estimate \$ 7,434,500.00	Subcontractor estimate \$ 7,434,500.00
	(Do not include Owner Contingency) % or Amt	(Do not include Owner Contingency) % or Amt
2	Contingency (type) \$ -	Contingency (type) \$ -
3	Contingency (type) \$ -	Contingency (type) \$ -
4	Contingency (type) \$ -	Contingency (type) \$ -
5	Contingency (type) \$ -	Contingency (type) \$ -
	Contingency Subtotal \$ - 0.00%	Contingency Subtotal \$ - 0.00%
	Subtotal 1 \$ 7,434,500.00	Subtotal 1 \$ 7,434,500.00
6	GC Bonds \$ -	GC Bonds \$ -
7	GC Insurance \$ -	GC Insurance \$ -
8	Builder's Risk Ins. \$ -	Builder's Risk Ins. \$ -
	Ins/Bonds Subtotal \$ - 0.00%	Ins/Bonds Subtotal \$ - 0.00%
	Subtotal 2 \$ 7,434,500.00	Subtotal 2 \$ 7,434,500.00
9	LLB Fee \$ -	LLB Fee \$ -
	Subtotal 3 \$ 7,434,500.00	Subtotal 3 \$ 7,434,500.00
10	11 mos. General Conditions \$ - <small>(GC staffing MUST include full-time: PM, Superintendent, and Project Engineer)</small>	11 mos. General Conditions \$ - <small>(GC staffing MUST include full-time: PM, Superintendent, and Project Engineer)</small>
	ANY other costs not included above	ANY other costs not included above
11	Other (describe) \$ -	Other (describe) \$ -
12	Other (describe) \$ -	Other (describe) \$ -
13	Other (describe) \$ -	Other (describe) \$ -
14	Other (describe) \$ -	Other (describe) \$ -
15	Other (describe) \$ -	Other (describe) \$ -
16	Other (describe) \$ -	Other (describe) \$ -
17	Other (describe) \$ -	Other (describe) \$ -
18	Other (describe) \$ -	Other (describe) \$ -
	All-Inclusive Total GMP \$ 7,434,500.00	All-Inclusive Total GMP \$ 7,434,500.00
		Difference \$ -
19	Financing % 0%	Financing % 0%
20	Proposed financing term (in months) 	Proposed financing term (in months)

Attach a detailed calculation of General Conditions line item costs.

Attach a detailed calculation of General Conditions line item costs.

EXHIBIT C

LEASE-LEASEBACK CONTRACT DOCUMENTS

[The District's standard Lease Leaseback (LLB) agreements are included on the District website as part of the RFP documents.]

NON-COLLUSION DECLARATION

To be executed by the Proposer and submitted with the Proposal.

_____, declares that he or she is _____ of _____, the party making the foregoing proposal, and affirms that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true and correct; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Contractor: _____

Signature: _____

Printed Name: _____

Title of Signatory: _____

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