



# **Request for Proposal**

## **Program and Construction Management Services**

**For Construction of a retail store**

## **NOTICE OF REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN** that the [NAME OF RFP POSTER] ("PROJECT OWNER")

INCLUDE A BRIEF DESCRIPTION OF YOUR EXPECTATIONS SUCH AS:

1. Authorization for the RFP
2. Parties excluded from bidding such as "Employees or persons not in an arm's length capacity.
3. Reserving rights such as "The right to accept or reject any or all proposals, and to waive any irregularities or informalities in any proposal or in the RFP process. If the selected proposer refuses or fails to execute the tendered contract, the PROJECT OWNER may award the contract to the proposer with the second highest evaluation if the PROJECT OWNER deems it to be in its best interest. The PROJECT OWNER reserves the right to contract for services in the manner that most benefits the PROJECT OWNER, including awarding more than one contract if desired.
4. Proposal due date and time and delivery instructions such as:

Proposals must be received **no later than 3:00 p.m. on Tuesday, March 30, 2021**, at the office of:

PROJECT OWNER NAME  
ADDRESS  
EMAIL

For more information, contact PROJECT OWNER at: [Telephone number]

### **BACKGROUND AND PURPOSE**

Include the background behind the project and the purpose and use of the project.

### **TERM**

The contract entered into per this Request for Proposals ("RFP") will be for the term specified in the agreement with the [PROJECT OWNER].

### **CONTRACT**

The selected firm will be expected to execute an agreement in the form included herein as Exhibit "X." Although an interested firm may propose changes to the agreement, unless otherwise agreed to by the PROJECT OWNER, the firm agrees and understands that the existing terms and conditions of the agreement will be binding upon the firm. Any proposed changes to the agreement must be submitted with the proposal. **The award of the contract is subject to approval of the PROJECT OWNER.**

### **FULL OPPORTUNITY AND NONDISCRIMINATION**

The PROJECT OWNER hereby affirmatively ensures that Disadvantaged Business Enterprises, Small Local Business Enterprises, Small Emerging Local Business Enterprises, and Disabled Veterans Business Enterprises shall be afforded full opportunity to submit proposals in response to this RFP, and no respondent to this RFP will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin,

medical condition, or disability during the evaluation process leading to the award of the contract.

## **GENERAL CONDITIONS**

1. If the proposal is made by an individual, it shall be signed by such individual, including the full name and address of the individual. If the proposal is made by a firm, it shall be signed by a principal of the firm with authorization to bind the firm by contract.
2. All costs associated with the preparation of the firm's proposal will be solely the responsibility of the interested firm.
3. Submission of a proposal constitutes agreement by the proposer to each and all of the terms, conditions, provisions, and requirements set forth and contemplated in this RFP and any attached documents.
4. The firm submitting a proposal agrees that all documentation and information in any proposal or addendum that has not been clearly and specifically designated as proprietary information shall become the property of the PROJECT OWNER, may be returned only at the PROJECT OWNER's option, and may be subject to disclosure under the terms of the Freedom of Information and Protection of Privacy Act and/or Public Records Act. Since the PROJECT OWNER will not be responsible for any interpretation of the provisions of these acts, no confidential information should be included in the proposal. Furthermore, the PROJECT OWNER will have no liability to the respondent or any other party as a result of any public disclosure of any proposal.
5. The successful firm and its officers, directors, employees, agents, and representatives will be expected to adhere to all PROJECT OWNER policies, procedures, and regulations.
6. 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.
7. No personal contact shall be made with members of the PROJECT OWNER's Governing Board ("Board"). Any contact will constitute grounds for disqualification from consideration.
8. No official or employee of the PROJECT OWNER, nor any business entity in which an official or employee of the PROJECT OWNER has an interest, shall be employed or retained by respondent to solicit or assist in the procuring of the contract.
9. The PROJECT OWNER reserves the right to waive any informalities or irregularities in proposals received in response to this RFP. The PROJECT OWNER retains the sole discretion to determine issues of compliance and whether a respondent is responsive, responsible, and qualified.
10. The PROJECT OWNER reserves the right to accept or reject all proposals. The PROJECT OWNER makes no representation that participation in this RFP process will lead to an award of a contract or any consideration whatsoever. The PROJECT OWNER also reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or, alternatively, it may elect to conduct interviews or request presentations from firms that are within an acceptable competitive range, as determined by the PROJECT OWNER.
11. The PROJECT OWNER 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.
12. The contents of the proposal of the successful firm 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.

13. The manager will be required to use his/her own office, personnel, and facilities for the performance of the contract. Any contract resulting from this RFP is subject to appropriation of funds by the Board for each fiscal year of service. Proposals submitted become the property of the PROJECT OWNER and may be reviewed and evaluated by any persons at the discretion of the PROJECT OWNER. The PROJECT OWNER reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.

## **SCOPE OF WORK**

The firm selected pursuant to this RFP shall be properly licensed in the State of [STATE], qualified and experienced in performing each of the following duties:

1. Assist the PROJECT OWNER with overall management, coordination and administration of the Project, interface with PROJECT OWNER staff of various departments and representatives of outside organizations.
2. Review bond projects with each school to define and confirm projects and to refine the project scope with PROJECT OWNER staff and design architects.
3. Recommend in coordination with design architects and PROJECT OWNER staff the contract delivery method to be used for Project.
4. Prepare schedules and sequence construction work for each Project at each school with design architects and PROJECT OWNER staff.
5. Prepare and present status reports to the PROJECT OWNER, the independent Citizens' Bond Oversight Committee and Board of Trustees, as applicable.
6. Review current budget information and assist the PROJECT OWNER in refining its overall Program budget, including fees, permits, etc. Assist the PROJECT OWNER in revising budgets to reflect actual expenditures and to reallocate available funds as necessary. Assist the PROJECT OWNER in maintaining all necessary records for the annual bond audit.
7. Use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the Program based on information provided by the PROJECT OWNER.
8. Develop simplified approval and billing procedures acceptable to the PROJECT OWNER.
9. Develop and provide training to PROJECT OWNER staff or other contractors on Program related functions and procedures.
10. Working with PROJECT OWNER staff, encourage successful contractors to bid on other projects; identify/confirm problem contractors; and position PROJECT OWNER to avoid using problem contractors on future projects.
11. Assist the PROJECT OWNER in identifying lines of authority, organization and communication to effectively manage the facilities program. Assist the PROJECT OWNER in evaluating and revising current procedures and developing new procedures as necessary.
12. Recommend software for use in coordinating and maintaining schedules that document the sequence and time frame for each project and/or bid package in the Measure J and Measure K Programs.
13. Assist the PROJECT OWNER with the development of and implementation of a Business Outreach Program, with specific strategies to attract and increase participation of Local ("L"), Small ("S"), Emerging ("E") and Disabled Veterans Business Enterprise ("DVBE") firms.
14. Assist PROJECT OWNER staff with the development of a process that provides cost control and timely, accurate measurement and reporting of expenditures.
15. Assist the PROJECT OWNER in identifying, recruiting, and selecting, architects, and other specialty consultants.
16. Assist the PROJECT OWNER in validating results of project constructability reviews.
17. Coordination of architects, inspectors, and general contractors in the timely and cost effective

resolution of all issues.

18. Assist the PROJECT OWNER in the management, supervision, oversight and evaluation of performance of the separately hired architectural/engineering firms.
19. Assist the PROJECT OWNER in the management, supervision, oversight, and evaluation of performance of the separately hired specialty consultants.
20. Monitor the Projects' schedules, cost and quality.
21. Route and process RFIs and submittals.
22. Review and negotiate potential change orders.
23. Review and process payment applications.
24. Serve as the PROJECT OWNER's representative on-site.

## **FULL OPPORTUNITY AND NONDISCRIMINATION**

The PROJECT OWNER hereby affirmatively ensures that Disadvantaged Business Enterprises, Small Local Business Enterprises, Small Emerging Local Business Enterprises, and Disabled Veterans Business Enterprises shall be afforded full opportunity to submit proposals in response to this RFP, and no respondent to this RFP will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability during the evaluation process leading to the award of the contract.

## **MANDATORY PRESUBMITTAL CONFERENCE**

A mandatory pre-submittal conference will be held on **Tuesday, March 9, 2021 at 3:00 p.m.** at the **River Delta Unified School PROJECT OWNER Office**. At the conference, PROJECT OWNER representatives will provide information and answer questions regarding this RFP, the Project, and the Scope of Work. **Any management firm that fails to attend the entire pre-submittal conference shall be ineligible to respond to this RFP.**

## **DEADLINE FOR PROPOSALS**

An original and two (2) hard copies of the proposal, including any required attachments thereto, as well as one (1) electronic copy of the proposal in PDF format on a compact disc or flash drive, must be received by the PROJECT OWNER on or before **3:00 p.m. on Tuesday, March 30, 2021**. No proposals will be accepted after this time and date. No faxed or emailed proposals will be accepted. Proposals must be submitted to:

## **DELIVERY ADDRESS HERE**

The PROJECT OWNER will not be responsible for any oral or other unofficial interpretation of any element of the RFP or its related documentation.

## **ADDENDUM/WITHDRAWAL/EXTENSION**

A firm that has submitted a proposal may submit an addendum to such proposal at any time up to the official closing date for the receipt of proposals. The last submission shall supersede and invalidate all previous submissions by that firm as it applies to this RFP. No oral or telephonic addendums or modifications will be considered.

A firm may withdraw its proposal at any time up to the official closing date for the receipt of proposals. The withdrawal shall be in writing, bearing the signature of the person who submitted the proposal.

Extensions of time to prepare a proposal will not be authorized.

## **PROPOSALS**

Proposals must include the following information:

1. Firm's name, address, telephone number, fax number, website address, Federal ID Number, and California DIR Registration Number.
2. Firm's principal contact and his/her contact information.
3. Firm's federal tax identification number.
4. Firm's license or registration number.
5. Firm overview, including no less than the following information:
  - a. Brief history of the firm, including number of years in business.
  - a. Date the firm was established under the current name.
  - b. Type of ownership or legal structure of the firm, including incorporation or registration information.
  - c. Location of office where the firm's personnel will complete the design and manage the PROJECT OWNER's Project.
  - d. Number of employees in the firm's office, including architects, designers, specification writers, draftsmen, engineers, clerical, and other support staff.
6. Staffing and Personnel:
  - a. Total number of staff broken down by type of work (principals, architects, engineers, other specialists, draft persons, office staff, business development staff, etc.).
  - b. Provide resumes for all principals, project manager, and key personnel proposed for the PROJECT OWNER's Project, including their license numbers and length of association with the firm. The PROJECT OWNER expects that the proposed Project team shall remain intact through the duration of the Project. If a team member must be replaced, the PROJECT OWNER reserves the right to approve that team member's replacement.
  - c. For those staff members to be committed to the PROJECT OWNER's Project, describe all similar projects completed with the firm or while they were employed by other firms. Provide information such as photographs, floor plans, program summaries, and cost per square foot.
7. List of partners and consultants proposed for the PROJECT OWNER's Project, if any.
8. Firm's project history within the last five (5) years, including PROJECT OWNER/entity name; name of contact person; project name; beginning and end dates of project; original budget, bid amount, and final amount at close-out; and number of RFIs and change orders:
  - a. Retail projects.
  - b. Other projects.
9. Current projects, including school construction projects in progress and status of completion.
10. Explanation of how the firm will achieve the schedule goals for the PROJECT OWNER's Project.
11. List of, at minimum, three (3) references, including name, address, and telephone number of persons who can attest to the firm's performance on relevant projects.
12. Fee proposal, methodology for calculating the firm's fee for program and construction management services, and current fee schedule, including list of basic and additional services provided by the firm.
13. Description of the following:

- a. Experience with and approach to value engineering and other construction cost reduction measures.
  - b. Experience in working/coordination with pre-construction services consultant as part of lease-leaseback delivery method.
  - c. Description of budgeting, cost, and quality control methods.
  - d. Experience in and approach to construction administration.
  - e. Approach for renovation projects vs. new construction.
  - f. How the firm shares information with the Project team throughout the life of the Project.
  - g. The firm's change order history, including the firm's approach to problems and change orders.
  - h. Specific firm procedures for addressing the following: a. Disputes and claims involving contractors and subcontractors.
  - i. Provision of estimates of change order items.
14. Firm's approach to estimating the probable construction cost of a project, including: a. Methodology used.
- a. Contingencies used.
  - b. Standard estimating manuals used as reference.
  - c. Experience of estimator.
  - d. Accuracy of estimates.
  - e. The firm's willingness to commit to the estimate provided.
  - f. History of cost estimates versus actual bid amount on three (3) retail projects completed.
  - g. Any information not listed above, but that the firm considers useful for the evaluation committee to consider.

**INSURANCE**

ADD INSURANCED REQUIRMENTS HERE SUCH AS:

- Workers' Compensation**
- Commercial General Liability Insurance**
- Professional Liability Insurance**

**EXHIBIT "A"**

**FORM OF AGREEMENT**

**EXHIBIT "B"**

**ADDITIONAL INFORMATION**

In order to be considered, the following questions must be answered in full. If a question is not applicable to your firm, please indicate by the use of "N/A" in the answer blank.

1. Has your firm previously provided contract services for similar relevant projects?

\_\_\_\_\_ Yes \_\_\_\_\_ No

2. Will the assigned personnel have current experience in the planning and design of retail stores in [CITY AND/OR STATE]?

\_\_\_\_\_ Yes \_\_\_\_\_ No

3. In the past five (5) years, has the firm or any of the firm's principals been involved in litigation or arbitration of any kind involving questions relating to similar services, particularly involving a retain facility?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, provide details, including the name of the other party:

4. In the past five (5) years, has the firm or any of the firm's principals had a services agreement terminated for default?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, provide details, including the name of the other party:

5. Is your firm or its owners, principals, or managers involved in, or aware of, any pending litigation regarding professional misconduct, bad faith, discrimination, sexual harassment, etc.?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, provide details:

6. Is your firm or its owners, principals, or managers involved in, or aware of, any pending disciplinary action and/or investigation against any of them conducted by any local, state, or federal agency?

If yes, provide details:

**END**