



## A. INVITATION

Southwestern Community College District invites Statements of Proposals from qualified Construction Management at Risk firms to provide Preconstruction and Construction Phase services for Phase 1 of Proposition R Bond Program (Prop R), which is a five year program and will include the following projects:

**Corner Parcel Development**  
**Central Plant**  
**Replacement of Devore Stadium Field House**  
**National City Higher Education New Two-Story Facility**  
**Package 1 Secondary**  
**Package 2 Secondary**

The services sought by this Request for Proposals (RFP) include all customary services normally provided under the umbrella of construction management. The services also include customary services normally provided under the umbrella of general contractor during the construction phase. The selected Construction Management at Risk firms (CMRs) will be expected to provide pre-construction services, trade contractor bidding and contracting, building construction, building commissioning, and project closeout. The selected CMRs will not be responsible for the design but will be at risk for all other requirements of the construction.

The selected CMRs will be responsible for the completion of the Project and will function “at risk” for its full and satisfactory completion in accordance with: 1) the contract documents, 2) the agreed schedule, and 3) the final guaranteed maximum price.

The selection of the CMRs will be based on evaluation of the CMRs’ qualifications and acceptance of their proposal for cost of Fees and General Conditions.

Proposals will be accepted at the **Bond Program Management Office, Bldg. 1681, 900 Otay Lakes Road, Chula Vista, CA 91910 until 3:00 p.m. (local time), May 13<sup>th</sup>, 2010**. Offers received after this date and time may, at the discretion of the District, be rejected without consideration. Faxed/emailed Proposals will not be accepted.

Instructions for preparing your response are contained in the attached RFP. Questions must be in writing and may be directed to Henry Amigable, Bond Program Director by E-mail [hamigable@swccd.edu](mailto:hamigable@swccd.edu).

Sincerely,

Henry Amigable, CCM  
Bond Program Manager for  
Southwestern Community College District  
[hamigable@swccd.edu](mailto:hamigable@swccd.edu)

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## **B. BACKGROUND**

- 1.0** Established in 1961, Southwestern College is one of 109 public community colleges in the state of California and the only institute of higher education located in the southern portion of San Diego County. Its location nestled between the City of San Diego and the U.S.-Mexico international border on a 156-acre plot positions it to play an important role in the intellectual growth of more than 400,000 residents that call South County home. Serving approximately 22,000 students annually, Southwestern College offers more than 285 associate degree and certificate options. A host of noncredit courses designed to enhance personal and professional development are also offered through the College's Continuing Education department.
- 2.0** In 2008 the District successfully passed Prop R, a \$389 million General Obligation Bond. The Bond intends to improve affordable, South Bay community college education/job training, qualify for state matching grants, upgrade nursing, firefighter/police academy training, repair classrooms, science labs/technology, fix plumbing, bathrooms, roofs, wiring, improve fire/earthquake safety, heating/security systems, remove asbestos; acquire, construct, repair, equip classrooms, sites, facilities, improve handicapped accessibility/energy efficiency to reduce costs; shall Southwestern Community College District issue \$389,000,000 in bonds, at legal rates, required citizen oversight, annual audits and no money for administrators' salaries.
- 3.0** Prop R will:
- Construct new buildings and classrooms district wide
  - Retrofit all buildings and classrooms for earthquake safety as required by law
  - Install and repair fire safety equipment including alarms, smoke detectors, sprinklers, emergency lighting, and fire safety doors
  - Remove asbestos and lead paint
  - Improve energy efficiency by replacing outdated heating and ventilation systems and expanding water recycling programs
  - Upgrade outdated and deteriorating buildings and classrooms
  - Meet handicap accessibility requirements
  - Repair and renovate classrooms that lack adequate plumbing, heating, air conditioning, ventilation and roofing
  - Upgrade electrical systems and wiring for computer technology and internet access
- 4.0** This RFP does not commit the District to award a Construction Management at Risk Agreement for the program, or to pay any costs incurred in the preparation or delivery of any Proposals submitted in response to this RFP. The District reserves the right, at anytime, to rescind this RFP, in part or in whole. The District further reserves the right to seek modifications of any Proposals, to waive any irregularities in any responses received.

### C. PURPOSE OF RFP

- 5.0** The purpose of this Request for Proposals (RFP) is to solicit offers from qualified construction management firms interested in providing the Southwestern Community College District with Construction Management at Risk services.
- 6.0** Firms that successfully qualify will be placed on a Pre-approved List for these services, and may be selected for qualified projects identified within Phase I of the Prop R Bond Program. The exact scope of services required by the District will be set forth in the agreement between the District and the selected CMR. The scope of work will include but not be limited to, assisting District staff and/or District's Bond Program Management Team from initial project conception through completion of the construction and closeout services including DSA certification if required.
- 7.0** It is expected that some design and construction work undertaken by the District will include requirements by the State of California, California Community College's Chancellor's Office, City of Chula Vista, other local State and Federal agencies, and for participation of Disabled Veterans Business Enterprises (DVBE). Demonstrated educational experience and specific experience with the Division of State Architect (DSA), the Uniform Building Code (UBC), and Title 24 of the California Code of Regulations is mandatory.
- 8.0** A more detailed explanation of the Scope of Work to be addressed in the response is set forth in Exhibit A of this RFP.
- 9.0** The District may select three to six firms that best meet the District's needs to perform construction management at risk services as described in this Request for Proposals. In general, the Construction Manager will work cooperatively with the District, staff and consultants, the architect of record, the program manager, the project inspector, and the prime contractors to facilitate the timely completion of this project.
- 10.0** Small and Disadvantaged Contractors are encouraged to respond and participate in this RFP.

### D. PROJECT SCOPE

- 11.0** The following briefly list some of the project's scope in Phase I of the Prop R Bond Program. The CMRs must keep in mind that the scopes of work described herein are subject to the final programming of each project.
- 11.1 Corner Parcel Development (CPD):** The first project to begin design and construction is the Corner Parcel Development (CPD). It is currently in the Design Competition phase and is expected to be awarded to the successful Architect in April 2010 by the Governing Board. This project includes a new joint-use police station, a multi-culture arts center, a new bookstore and café intended for student and community use, and various support facilities.
- 11.2 Central Plant:** New construction to support the new CPD and the future conversion of existing systems on campus.

**11.3 Replacement of Devore Stadium Field House:** Includes the replacement of classrooms, team shower & locker rooms, faculty offices, weight & fitness room.

**11.4 National City Higher Education New Two-Story Facility:** The new-two story facility will include new classroom, lab and administrative support facilities. In addition, various upgrades and new security features will be required for the existing parking lot.

**11.5 Package 1 Secondary Impacts:** Future conversion of administration spaces into various classrooms and support facilities.

**11.6 Package 2 Secondary Impacts:** Future conversion of administration spaces into various classrooms and support facilities.

**12.0** All of the projects will be subjected to obtain a certain level of LEED Certification. In addition each project will require Building Information Modeling (BIM) utilization.

## **E. RFP TIMELINE**

<u>RFP Release:</u>	<u>Tuesday, April 8<sup>th</sup>, 2010</u>
<u>RFP Deadline for Submittal:</u>	<u>No later than 3:00 p.m. On May 13<sup>th</sup>, 2010</u> <u>Deliver to Room 1681 (located at the end of Parking Lot D)</u>
<u>Mandatory Pre-Proposal Meeting:</u>	<u><b>Time:</b> 3:00 p.m. Please arrive early due to limited seating. Do not bring more than two persons. Parking permits will not be required on this day. No one will be allowed in after 3:10 p.m.</u> <u><b>Date:</b> April 26<sup>th</sup>, 2010</u> <u><b>Room:</b> Student Union East</u> <u>Southwestern Community College District</u> <u>900 Otay Lakes Road</u> <u>Chula Vista, CA 91910</u>
<u>Last day for Questions:</u>	<u>Time: 12:00 p.m.</u> <u>Date: May 7<sup>th</sup>, 2010</u>
<u>Shortlist Firm Announcement:</u>	<u>May 17<sup>th</sup> 2010</u>
<u>Potential Interview Dates:</u>	<u>Time: All Day</u> <u>Date: May 24<sup>th</sup> – 28<sup>th</sup> 2010</u>

## F. METHOD OF PROJECT DELIVERY

- 13.0** The American Institute of Architects characterizes the method of Project delivery as “CM-Constructor.” It is also known as “CM/GC” and as “CM at Risk” (CMR), as used in this RFP. In this method, the CMRs will be selected on qualifications and will become an integral part of the Project team. The CMRs will be selected during the construction documents phase, and will work with the Architect and the Owner’s Representative to identify the best construction strategies and details.
- 13.1** The CMR will be required to develop and commit to a “Guaranteed Maximum Price” (GMP) for the project based upon trade contractor bids.
- 13.2** The CMR will be responsible (at risk) for all costs that exceed the GMP unless approved by the Owner.
- 13.3** The CMR will not be allowed to bid or perform any work of the trades.
- 14.0** There will be a mandatory Pre-Proposal Conference at Southwestern College in Student Union East. The date and time are as indicated in Section E. As indicated, please arrive early due to limited seating. No more than two persons may attend. The Conference will take approximately one hour. The response to the RFP submitted by a CMR who did not attend the entire, mandatory Pre-Proposal Conference will be deemed non-responsive and will be rejected for non-responsiveness.
- 15.0** **Guaranteed Maximum Price (GMP):** The Guaranteed Maximum Price (GMP) will be developed as follows:
- 15.1** Project Budget: The estimated project budget for each of the project is outlined under Section D.
- 15.2** Initial GMP: the Initial GMP to be estimated by the CMR will be established immediately following their selection based on 90% of Contract Documents. It will be agreed to by all members of the Project team prior to proceeding to the Bid Phase.
- 15.3** Final GMP: the Final GMP will be established at the time of acceptance of all trade contracts required for the Work at the end of construction documents. The Owner shall approve the Final GMP prior to starting construction.
- 16.0** **Basis of Contract and Assignment of Risk**
- 16.1** **Breakdown of Costs and Contingencies:** each GMP will include a complete systems-based breakdown of costs, plus an “Owner’s Contingency” that is under the control of the Owner.
- 16.2** The CMR shall be responsible for developing the GMP based on the design and documentation prepared by the Architect. The CMR and Owner understand that the Owner’s Contingency will be a mutually agreed upon percentage of the hard construction cost. Once the Owner and CMR accept the Final GMP (including contingency), the CMR assumes the risk of building the Project as designed for the cost established in the Final GMP.
- 17.0** **CMR Certification:** The CMR shall certify in the Cover Letter that: 1) it has the necessary experience and qualifications for a construction manager as provided for in Government Code Section 4525, et seq., and 2) it has the required "at risk" expertise and experience in construction supervision, bid evaluation,

project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction Projects.

The CMR shall certify that all Basic Services and authorized Additional Services will be provided: (a) by a California licensed contractor, a California licensed architect, or a California registered engineer; or (b) under the direction and control of a California licensed contractor, California licensed architect, or a California registered engineer.

## **G. SCOPE OF SERVICES OF CMR**

**18.0** The CMR services will consist of the following phases:

**18.1 Design Phase Services:** Design phase services anticipated on the projects are; but not limited to BIM clash detection, constructability review, coordination meetings with the Design team and District staff, Value Engineering assistance, cost estimates, franchise utility coordination, City of San Diego approval facilitation where applicable, and Division of the State Architect (DSA) review.

### **18.2 Pre-construction Services**

- Prepare cost estimates.
- Assist with verification of site conditions.
- All projects are being designed with Building Information Modeling (BIM).
- Assist in Value Engineering efforts.
- Develop bid packages for optimal cost and schedule effectiveness for the District.
- Clearly develop scope of work for each bid package that defines prime contractors' responsibility in areas of potential overlap with other trades.
- Develop master schedule and construction milestones schedule for the project.
- Develop schedules and budgets for each phase of the project.
- Complete prime contractors prequalification screening process based on District requirements. In coordination with District ensure that DSA protocol is properly followed.
- Conduct pre-bid conferences.
- Schedule and conduct preconstruction meetings.
- Assist with evaluating responses.
- Conduct bidding and report to District on results.
- Assist and advise regarding bid protests.
- Coordinate contracting with low bidders, including evaluating bonds and insurance.

- 19.3 Construction Services:** This phase generally includes all services normal to construction of a Project of these types and sizes, including but not limited to such things as:
- Responsibility for managing all trade contracts assigned to CMR by the Owner in accordance with the Agreement.
  - Assuming full responsibility for completing the Project on time and within budget.
  - Scheduling the work of construction in accordance with the agreed schedule.
  - Jobsite quality control/assurance and jobsite safety.
  - Coordinate the construction work with the District. CMRs will be expected to work with Prolog in order to manage the project documents.

## **F. SUBMITTAL REQUIREMENTS**

- 19.0 Submittal Package:** Interested firms are asked to submit four (4) copies of the technical package and one (1) copy of the Fees and Cost proposal in separately sealed envelopes by **3:00 pm. on May 13<sup>th</sup>, 2010**. Submit to:

Mr. Henry Amigable, CCM  
Bond Program Director  
Southwestern College  
900 Otay Lakes Road - Chula Vista, California 91910  
Room 1681 (located at the end of Parking Lot D)

- 19.1** The submittal shall address the selection criteria listed below in the order listed. A brief, concise submittal is preferred. Assuming one or two pages for each criterion, the proposal should be in the range of 20 pages total and should utilize both sides of the paper. The quality and content of the submittal is more important than the bulk.
- 19.2** The fees and cost portion of the proposal shall be submitted in a separate, sealed envelope.
- 19.3** All responses shall be marked with the respondent's company name, point of contact and date. In addition each package should be clearly marked: **RFP #116 Statement of Qualifications Package and RFP # 116 Fees and Cost proposal accordingly.**
- 19.4** All responses shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 120 calendar days following the last day to accept responses. Responses may not be amended after the due date except by the consent of the District.
- 20.0 Questions from Respondents:** Questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be in writing and received no later than **12:00 p.m.** (local time) on **May7th, 2010**. Written questions are to be emailed to Henry Amigable, Bond Program Director at [hamigable@swccd.edu](mailto:hamigable@swccd.edu).



- 21.0 RFP Addenda/Clarifications:** If it becomes necessary for the District to revise any part of this RFP, or to provide clarification or additional information after the response documents are released, a written addendum will be sent to each recipient of record of the original RFP. Recipients of record are those parties that obtained a copy of the RFP directly from the District. Addenda will be sent by telecopy, E-mail and/or first-class U.S. Mail. It shall be the responsibility of the respondents to inquire of the District as to any addenda issued. This may be done by calling or emailing the Bond Program Manager at (619) 482-6597, or email: [hamigable@swccd.edu](mailto:hamigable@swccd.edu), prior to the response-submittal deadline. All addenda issued shall become part of the RFP. In addition, responses to written questions received will be incorporated in an RFP addendum.
- 22.0 Pre-contractual Expenses:** Pre-contractual expenses are defined as any expenses incurred by the respondent in: (1) preparing its response in response to this RFP; (2) submitting that response to the District; (3) negotiating with the District any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by respondents, and respondents shall not include any such expenses as part of their responses.
- 23.0 No Commitment to Award:** Issuance of this RFP and receipt of responses does not commit the District to award a contract to the CMR. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses received to this RFP, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFP. Award of RFP is final and without appeal.
- 24.0 Joint Offers:** Where two or more respondents desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.
- 25.0 Exceptions/Deviations:** Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the response submitted by the respondent. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations," and incorporated in the Appendix section of your submittal.
- 26.0 Insurance**
- 26.1** During the term of this Contract, the Architect shall, at its own cost and expense, procure and maintain the following types of insurance:
- 26.1.1** Statutory Workers' Compensation, as required by the California Labor Code, and Employer's Liability with limits not less than \$1,000,000 per occurrence; and
- 26.1.2** Commercial General and Auto Liability insurance, with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
- 26.1.3** Professional liability insurance, with limits of \$1,000,000, per claim.

- 26.2** Prior to the commencement of work, the consultant shall furnish the District with insurance endorsements evidencing the above insurance coverage and further indicating that the Contractor's policies have been endorsed to name the "Southwestern Community College District and Its Board of Trustees", and its Program manager as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide that "Consultant's" policy is primary of any insurance carried by the District" and that "the policy will not be canceled or materially changed without thirty (30) days prior notice in writing" being given to the District's Contracts Manager.
- 26.3** All evidence of insurance coverage required to be submitted in accordance with this Paragraph shall be delivered to the addressee for the District specified in Agreement for Services to this program. The District shall make the final determination as to whether the documentation submitted by the Consultant conforms to the requirements of this Paragraph.
- 26.4** If any subcontractor(s) or independent contractor(s) is utilized by the Consultant for the purpose of carrying out portions of this Contract, said subcontractor(s) or independent contractor(s) shall also be required to comply with the insurance provisions set forth in this Paragraph and the indemnification provisions set forth in Agreement for Services.
- 27.0** **Indemnification:** CONSULTANT shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONSULTANT'S negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. CONSULTANT shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONSULTANT or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONSULTANT'S performance under this Agreement.

## G. RESPONSE FORMAT AND CONTENT

**1.0** Responses shall be submitted in 8 ½” x 11” size sheets, utilizing both sides of the paper. Responses should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations/narratives should be brief and concise. The response should not exceed 20 total pages in length (10 double sided pages equals 20 total pages in length), excluding the cover letter, tabs, the table of contents and Appendix. The Appendix should not exceed 10 single sided pages. The form, content and sequence of the response should follow the outline presented below.

### 2.0 Response Content

**2.1 Cover Letter (1 page maximum):** The cover letter shall be addressed to the Bond Program Director and must, at a minimum, contain the following:

- identification of the offering firm, including name, E-mail address, telephone number, fax number and the office location of which the respondent will be doing business;
- acknowledgment of receipt of RFP addenda, if any;
- a statement to the effect that the response shall remain valid for a period of not less than one hundred-twenty (120) days from the due date for responses;
- identification of any information contained in the response which the respondent deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the response are confidential or proprietary will not be honored by the District); and
- signature of a person authorized to bind the offering firm to the terms of the response.

**2.2 Table of Contents:** The table of contents should immediately follow the cover letter.

**2.3 Company Profile and Overall Experience:** Briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, and principal lines of business.

**2.3.1** Briefly describe your experience with the Division of State Architect (DSA), California Community Colleges Chancellor’s Office, and City regulatory agencies. Briefly list your experience with public and private educational projects. Community College projects should be listed first.

**2.4 Proposed Project Approach:** Describe your firm’s capabilities for budgeting, scheduling, cost estimating and document control during the preconstruction, construction and post construction phases. In addition, please include your approach to value engineering and constructability reviews. Describe any value added services your firm may have that distinguishes your qualifications and capabilities from others.

**2.4.1 Contractor's Outreach:** Describe your firm's Outreach program and the commitment to comply with the District's Community Outreach program(s). It is important to the District that the successful CMRs have prior and successful experience with these programs. Provide examples of successful outreach programs by showing effort versus results.

**2.5 Related Experience and References:** This section should establish the ability of the respondent to satisfactorily perform the required work by reasons. Provide adequate examples of similar (completed or substantially completed (80%)) project experience. For this RFP, Lease-Leaseback projects of similar size, scope and complexity will be considered acceptable. As a minimum, please include the following per project experience:

- Project Name, Location – Year Complete
- List similarities in project delivery, scope, size, type of buildings, etc. that describes how the project relates to the any of the proposed projects described herein. List any awards received.
- Owner Name, Title, and current phone number: The District will verify all contact information.
- Construction Budget vs. final Construction Cost and describe any difference between them.
- Change Order Information: Provide Change Order data from your each of your projects. Include original estimates of project costs and a brief explanation of the Change Orders. List the purpose of the Change Order and who and why it was requested.

**2.5.1** Community College projects should be presented first. Firms that show extensive community college project experience may be rated higher.

**2.6 Proposed Staffing and Project Organization** The selected firm shall employ at its expense, professionals properly qualified in the execution of the functions required for the planning and project/construction management of the project. Assume the following fictitious project for this section:

**New 50,000 SF Library**

Cost: \$15,000,000

Sq Ft: 60,000 SF

Duration: 16 months to include pre-construction to ribbon cutting

**2.6.1** Provide an Organization Chart that clearly identifies the roles and responsibilities of the project team. Be sure to include the Owner, Program Manager and the Architect, showing interaction between the CMR's project team.

**2.6.2** Identify the Principal-in-Charge, Sr. Project Manager/Construction Manager, the day-to-day Project Manager, and General Superintendent from your firm that would be assigned to the District's project. In a matrix format, estimate the percentage of the time that the individual(s) would be assigned to the project. Furnish *brief* resumes (not more than one page long) for all key personnel and include a brief description of their qualifications and responsibilities.

- 2.7 Cost and Price:** This section should disclose all charges to be assessed to the District for the required services and declare the respondent's preferences for method and timing of payment. The Cost and Price should be submitted in a separate sealed envelope and labeled: **RFP # 116 Fees and Cost Proposal**. Assume the following fictitious project for this section:

**New 50,000 SF Library**

Cost: \$15,000,000

Sq Ft: 60,000 SF

Duration: 16 months to include Pre-construction to ribbon cutting

- 2.7.1 Hourly Rates:** For all persons/labor classifications proposed for all Key Personnel. In addition, include hourly rates for a BIM manager, Scheduler, Field Engineer, and a Field Office Manager. Furnish a schedule of hourly labor rates that the District could use to purchase from your firm's services. These should be quoted as fully-burdened (e.g., direct labor + overhead + profit) hourly rates offered on a time-and-materials basis.
- 2.7.2 Fee Proposal:** Provide a fee proposal for each phase of the work described in this proposal. For this RFP, you may combine Design Phase and Preconstruction phase fees. The fee proposal should include all charges and cost proposed to be charged to the District exclusive of General Conditions.
- 2.7.3 General Conditions:** Submit a number that represents the dollar amount for the General Condition items and services proposed for the Assumed project. The General Conditions shall provide for a complete and operating facility including but not limited to the following:
- Field Office Staff: The CMR shall provide all expenses including payroll and benefits for the key personnel.
  - Field Office Space(s): The CMR shall provide office space for the entire Project team as proposed in its response to this RFP, including space for the Inspector of Record and conference space for meetings with the trade contractors. This includes:
    - CMR's field trailer(s) within or immediately adjacent to the construction limits.
    - Inspector's field trailer within or immediately adjacent to the construction limits (this can be combined with CMR's space if adequate space is available).
    - Move-on, set up, take down, and move off.
    - Utility hook up and service.
    - Water.
    - Temporary vehicles and construction tools needed by CMR and its employees, including operation, replacement and/or repair.
    - Miscellaneous short-term equipment rentals.
  - Field Office(s) Overhead: The CMR shall provide all overhead items for themselves and the Inspector of Record such as:

- Office supplies.
- Computer equipment, network and connection.
- Travel.
- Telephone and cellular phone.
- Field radios.
- Facsimile, copier.
- Postage.
- Other incidental expenses attributable to work on this Project.
- Jobsite Safety: All expenses attributable to:
  - Safety.
  - First aid.
  - Temporary utilities: All expenses attributable to:
    - Temporary building and site lighting.
    - Temporary water connection and service.
    - Temporary ventilation.
  - Cleanup: All expenses attributable to trash and debris disposal exclusive of all clean-up labor.

**2.7.4** Provide firm's proposed shared contingency between the Owner and CMR in the best interest of the owner. *These percentages will be included within individual CMR contract agreement.*

**3.0 Appendix:** Not to exceed 10 single sided pages in length.

**3.1** Please furnish the following information in the Appendix section of your submittal.

**3.1.1 Litigation and Claims:** Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.

**3.1.2 Insurance:** Provide a declaration from insurance carriers (carriers must be rated by Best as A- or better with a financial classification of VIII or better, or have equivalent ratings by Standard and Poor's or Moody's) stating that the CMR is able to obtain the required minimum insurance limits. State Compensation Insurance Fund is acceptable as a workers' compensation carrier in lieu of A.M. Best Rating as A: VIII or Better.

**3.1.3 EMR Rate:** Furnish your EMR rate for the past 5 years.

**3.1.4 Exceptions/Deviations.** State any exceptions to or deviations from the requirements of this RFP. If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

## H. SELECTION CRITERIA

**4.0** The Owner intends to select seven to ten (7-10) CMRs for interviews and retain three to six (3-6) best-qualified CMRs for the various Projects. The following table, in no particular priority order, may be used to evaluate the CMRs qualifications. The District and Owner representatives may, at its discretion, weight out the options of the evaluation and or add additional criteria not listed below based on the best interest of the Owner.

- Does the firm have construction management at risk experience? (10pts. max.)
- Number of successful community college experiences. (10pts. max.)
- New construction experience within similar size, scope and complexity. (10pts. max.)
- Prior experience with Southwestern Community College District
- Local Office. (San Diego County, Temecula, and Orange County locations will be considered Local)
- LEED AP Personnel on project. (4pts max.)
- BIM Experience (10pts. max.)
- Does the firm have successful Outreach history?
- Can the proposed staff perform the work?
- Does the proposed staff have individual CMR experience?

**4.1** Upon selection of the most qualified respondents, the District will require the finalists to make an oral presentation to the Evaluation Panel to further explain their Proposals. The District's appraisals of the presentations will also be factored into the final scores assigned to the responses.

**4.2** The District expressly reserves the right to reject any or all Proposals, with or without giving a reason, and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a respondent's offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the respondent in connection with the preparation and submittal of the response.

## I. CONTRACT AWARD

**4.3** It is the intent of the District to award one or more contracts as the result of this RFP. However, the District reserves the right to apportion the requirements of this RFP among multiple consultants if this is determined to be in the District's best interests. Depending on the dollar amount of the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Board of Trustees. No minimum amount of work is guaranteed.