REQUEST FOR PROPOSALS ("RFP")

Construction Services for Lease-Leaseback Project Delivery

COTATI ROHNERT PARK UNIFIED SCHOOL DISTRICT

Marguerite Hahn and Monte Vista UTK Project

Cotati Rohnert Park Unified School District ("District") invites proposals from firms, partnerships, corporations, associations, persons, or professional organizations to enter into an agreement with the District to construct improvements and perform the projects more particularly described in **Exhibit "A"** ("Project") pursuant to Education Code section 17406.

Questions regarding this Request for Proposals ("RFP") must be directed to Josh Savage, Executive Director of Facilities, Maintenance and Operations at the email address below by the deadline listed in the schedule below. Interested firms or persons must submit their proposals, **which shall not exceed twenty-five (25) single-sided pages**, as described below, with **one (1) electronic copy** to josh_savage@crpusd.org

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 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 property of the District.

SCHEDULE OF EVENTS

- RFP advertisement:
  - First notice: October 25, 2026
  - Second notice: November 1, 2026
- Trade journal publication: October 26, 2026
- Submit all questions regarding RFP: November 2, 2026
- Prequalification applications due: November 5, 2026
- RFP responses due: 2:00 pm on November 9, 2026

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

In general, the firm(s) selected as a result of this process ("Firm") will provide a proposal to the District to perform the Project and thereafter work cooperatively with the District 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.

A. Description of Project

The Project for which the District is seeking responses will include the District's Projects as more specifically described in **Exhibit "A"**, attached hereto. These projects may be altered, delayed or deleted entirely in the District's sole discretion.

B. Preconstruction Services

PRECONSTRUCTION SERVICES ARE OF CRITICAL IMPORTANCE FOR THIS PROJECT. THE CHOSEN CONTRACTOR WILL BE EXPECTED TO TAKE AN ACTIVE ROLE IN ASSISTING THE DISTRICT WITH PLAN REVIEW, PROJECT PHASING, AND MARSHALLING THE PROJECTS DURING PRECONSTRUCTION.

1. Costs of Preconstruction Services:

   Prior to the award of the instrument, the Parties will negotiate and agree upon applicable hourly rates and finalize a not-to-exceed amount for preconstruction services prior to entering into a contract.

2. Description of Preconstruction Services:

   - Firm shall work with District staff and architect to develop an overall construction budget and construction schedule.

   - Firm shall assist the District with providing plans and specifications for the buildings to be constructed.

   - Firm shall assist the District by providing detailed and on-going evaluations of the Project, including the plans and specifications (the "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.

   - 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.

   - 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.

- 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.

- 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, and compliance with requirements of the California Environmental Quality Act.

- Firm shall work with District's legal counsel to prepare necessary agreements for completion of the Project.

- Firm shall provide construction cost estimates at the following design milestones: Schematic Design, Design Development, and 50% Construction Documents.

- Firm shall provide budget tracking during the course of design to determine the cost impact of the development of the design and scope changes.

- During the Construction Document phase of the design the contractor shall coordinate the work of the design build subcontractors.

- Firm shall negotiate with the District a guaranteed maximum price for the construction of the Project which shall become the basis for the lease agreements.

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

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

The District will lease the applicable site to the contractor and require the contractor to construct improvements on the site. The lease will include a financing component equal to five percent (5%) of the Guaranteed Maximum Price by extension of the term of the lease beyond the duration of the construction for a period of one (1) year.

The District will have the ability to occupy the sites during the financing period, and five percent (5%) of the GMP due to the contractor will be paid as lease payments during the financing period. Any financing charges shall be priced into the GMP. The agreement will permit the District to pay the financed amounts early.

D. Prequalification Requirement

In order to be awarded a contract for the Project or any portion thereof, the successful general contractor entity must be prequalified pursuant to the District's policies and procedures.

Prequalification materials can be obtained by contacting the District. If you have already prequalified with the District within the past year, you do not need to re-qualify for this Project.

In addition, while MEP subcontractor prequalification does not need to occur prior to submitting a proposal, the contractor will need to have them prequalified prior to prior to finalizing a GMP for any phase of work where the subcontractor will be used.

E. Guaranteed Maximum Price ("GMP") Development

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.

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

Proposals must be concise, well-organized, and consecutively numbered on each page. Proposals shall fit electronically on 8 ½" x 11" paper, inclusive of resumes, forms, and pictures.

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

1. Section 1 - **Cover Letter**
2. Section 2 - **Table of Contents**
3. Section 3 - **Selection Criteria** – Please review selection criteria as detailed below and respond to each criterion in the order listed. Each selection criterion response shall be on a separate page.

G. Description of District Needs and Project Administration

1. General Information:

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 hired by the Firm, and will ensure compliance with the Project plans.

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

- Value engineering;
- Procurement of long lead materials and products;

- Facilitating meetings with members or representatives of the school community with an interest in the Project;
- Master scheduling the Project per preliminary master schedule, milestones established by the District; and
- Budgeting for the Project.

2. "Lease-Leaseback" Structure:

Any agreement reached will conform to the statutory framework for the lease/leaseback delivery method. (Ed. Code, § 17406 et seq.)

3. 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.

4. District Project Management Description:

The District's Board of Trustees will be responsible for making final decisions, but the District's Superintendent or designee will be responsible for day-to-day decisions.

5. Subcontractor Procurement:

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

1. In light of the time between contract award and commencement of construction, the District requests that Firms do *not* list subcontractors in their proposals.

2. For subcontractors, the successful proposer shall proceed as follows in awarding construction subcontracts with a value exceeding one-half of one percent of the price allocable to construction work:

   (i) Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the 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.

   (ii) Establish reasonable qualification criteria and standards.

   (iii) Award the subcontract either on a best value basis or to the lowest responsible bidder. This process may include prequalification or short-listing.

6. 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 the Office of Public School Construction. Firm shall discuss its experience with each of these agencies.

7. Conflict of Interest:

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 of this fact to the District.

8. 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.

9. Skilled and Trained Workforce:

Firm must comply with requirements to provide a "skilled and trained workforce," as set forth by the Education and Public Contract Codes.

10. Prevailing Wage:

Firm shall comply with the provisions of the Labor Code 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.

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. It is the contractor's responsibility to determine any rate change.

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:

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 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.

H. District's Standards to Be Used in Evaluating Proposals, Selection Criteria, and Scoring

The District will evaluate all Firms using the criteria and weighting system outlined below. Each criterion will contribute to an overall *best value score*. There is no minimum score required for consideration.

Step 1: Evaluation of Written Proposals

- District will review written proposals to determine responsiveness, and assess whether it needs to interview any contractors to finalize a score.

Step 2: Interviews (Optional)

- At its sole discretion, the District may elect to interview Firms.
- Alternatively, the District may make a selection, or assign a score, solely based on the written proposal and other information available.
- Interviews shall be conducted, if any, to allow for the District to gather additional information to finalize a best value score.

Step 3: Finalize Best Value Score

- Each criterion will be scored based on the District's assessment of all information available, including but not limited to:
  - Written proposals
  - Interviews (if conducted)
  - Other sources of information known to the District

Step 4: Selection of Firm

- The Firm with the highest best value score will be selected.
- If contract terms cannot be agreed upon with the top-ranked Firm, the District will proceed to the next highest-scoring Firm, and so forth.

District Rights:

The District reserves the right to reject any or all proposals at any time prior to contract ratification.

Selection Criteria	Elements to be addressed by contractor's proposal for each selection criterion
1. Strength of key personnel dedicated to the project (125 total possible points)	• 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 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 their school construction experience • 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.
2. Relevant/ Recent Experience (125 total possible points)	• Relevant and recent experience the Firm's principals have delivering similar lease-leaseback projects on public school campuses beginning with most recent projects and including the dollar amount of each project • List projects the Firm's principals have successfully delivered for the past five (5) years. Including 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 environment 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 all software programs the Firm uses to assist with scheduling for a project.

3. Local Experience (80 total possible points)	• Describe your experience working on lease-leaseback projects within the District. • Describe your experience working on lease-leaseback projects within the county in which the District's administrative office is located. • Describe the Firm's knowledge and understanding of local environment factors that may affect Project delivery. • 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.
4. Safety Record (25 total possible points)	• 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.

5. Price Proposal (50 total possible points)	• Please complete and submit the "Price Proposal" attached hereto as **Exhibit "B"**.
	• Firm's Price Proposals will be evaluated and scoring shall be based on the following:
	• Lowest cost proposal 50 points
	  • 0-2% higher than lowest cost proposal 48 points
	  • 2.01-4% higher than lowest cost proposal 46 points
	  • 4.01% - 6% higher than lowest cost proposal 44 points
	  • 6.01% - 8% higher than lowest cost proposal 42 points
	  • 8.01% - 10% higher than lowest cost proposal 40 points
	  • Over 10.01% higher than lowest cost proposal 38 points

A review and selection committee that the District intends to be composed of key personnel from within and outside the District will review and evaluate all proposals. Proposals will be public records and contractors shall have no expectation of privacy or confidentiality in any information provided in their proposals.

Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria discussed above. 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.

I. Protests

A bidder 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 Superintendent or designee within three (3) working days after receipt of notification of the intent to award the contract and shall include all documents, factual and legal information supporting or justifying the protest. A bidder'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 an available administrative remedy and bar any further action.

Exhibit "A"

Description of the Project
(Both projects will run concurrently with a construction duration of 18 months)

Name: Marguerite Hahn and Monte Vista UTK Project

Anticipated Project Cost/Budget: $29,000,000

The scope of work for each project is described below:

Marguerite Hahn Elementary School
5 new classrooms for Kindergarten and
Transitional Kindergarten (all will be compliant with CDE Title 5 Kindergarten requirements). new Administration space, the modernization of the existing Kindergarten building and the modernization of the existing Toilet Rooms. Site developments will include the playground areas adjacent to the new classrooms and administration, as well as any required improvements to the Accessible Path of Travel. The project will also include the installation of 5 Portable Classrooms for temporary housing and the demolition of three existing portables at the end of the project. In order to expedite DSA review and approval the project will be submitted in three packages.
The Temporary Housing will be a separate DSA project. The Modernization and New Construction will be submitted as two increments with Increment 1 including the site improvements and Increment 2 including the new buildings and modernization scope.

Monte Vista Elementary School
8 new modular classrooms for Kindergarten, Transitional Kindergarten and Special Education (all will be compliant with CDE Title 5 Kindergarten requirements). Site development will include redevelopment of the TK/K playground areas adjacent to the new classrooms as well as any required improvements to the Accessible Path of Travel. The project will be submitted to DSA as one DSA. Application with two Increments. Increment 1 will contain the demolition and site
development and Increment 2 will contain the building.

Exhibit "B"

Price Proposal

The proposing Firm should prepare their Price Proposal based on the cost categories shown in **Exhibit B-1**. The Firm will be expected to adhere to these categories at the time of GMP finalization, unless they can demonstrate a cost savings for the District. The proposing Firm should provide its Price Proposal by completing the form below.

A. Proposed Preconstruction Services Fee $_____
(Not to Exceed)

List titles of personnel performing preconstruction services, and accompanying hourly rates:

Title	Hourly Rate

B. Direct Costs (hypothetical) $_____

C. General Conditions $_____
(to be expressed as a dollar figure that includes all costs identified as general conditions costs on contractor's cost allocation breakdown for the anticipated construction duration on **Exhibit "A"**. This general conditions figure will be binding at the time of GMP finalization absent a showing of good cause.

D. Bonds & Insurance %_____
(to be expressed here as a percentage that will be applied

to the project's cost. This percentage will be binding at the time of GMP finalization absent a showing of good cause). Required bonds and insurance coverages are specified in Section 3 (subsections 3.01-3.19) of the Facilities Lease, and the Project Specific Conditions (Article 1.2.1 of the Facilities Lease).

For projects with anticipated GMP that exceed $20 million in Project Costs, the Limits shall be at least:
$5,000,000 Each Occurrence for Bodily Injury and Property Damage liability
$5,000,000 Personal Injury and Advertising Liability
$5,000,000 Products and Completed Operations Aggregate
$10,000,000 General Aggregate

D.1 Multiply bond percentage against hypothetical costs of

$_____

E. Fee including Overhead and Profit %_____
(to be expressed here as a percentage that will ultimately be applied to the project's "Direct Costs" identified in the Cost Allocation Breakdown. This listed percentage will be the percentage binding at the time of GMP finalization.)

E.1. Multiply the above Fee in "E" by hypothetical cost of

$_____

Contractor's "Price Proposal"
A + B + C+ D1 + E1 =

$_____ _____
(Print In Numbers and write in words)

"Exhibit B -1"
Cost Allocation Breakdown

	Project (On Site Jobsite Staff)	Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		x		
2	Project Manager		x		
3	Project Superintendent		x		

4	Project Engineer		x		
5	Home Office Engineer		x		
6	Scheduling Engineer		x		
7	Field Engineer		x		
8	Draftsman/Detailer		x		
9	Record Drawings		x		
10	Field Accountant		x		
11	Time Keeper/Checker		x		
12	Secretarial/Clerk Typist		x		
13	Independent Surveyor		x		
14	Safety & E.E.O. Officer		x		
15	Runner/Water Boy		x		
16	Vacation Time/Job Site Staff		x		
17	Sick Leave/Job Site Staff		x		
18	Bonuses/Job Site Staff			x	
19	Quality Control Program		x		
20	Qualified SWPPP Practitioner (QSP)	x			
21	SWPPP Creation, Approval, Notifications	x			
Temporary Utilities		**Direct Cost of the Work**	**General Conditions**	**Overhead and Profit**	**Paid by District**
1	Telephone Installation		x		
2	Telephone Monthly Charges		x		
3	Elect Power Installation	x			
4	Elect Power Distribution - Wiring/Spider boxes/Lighting for construction	x			
5	Permanent Elect Power Monthly Charges				x
6	All Temporary Power Costs	x			
7	Water Service for Construction	x			
8	Heating & Cooling Costs for construction	x			
9	Light Bulbs & Misc. Supplies for construction	x			
10	Clean-Up-Periodical	x			
11	Clean-Up-Final	x			
12	Dump Permits and Fees	x			
13	Recycling/Trash Dumpster Removal/Hauling	x			
14	Flagger/Traffic Control		x		

15	Dust Control	x			
16	Temporary Road and Maintenance if required	x			
17	Trash Chute & Hopper (if applicable)	x			
Direct Job Costs		**Direct Cost of the Work**	**General Conditions**	**Overhead and Profit**	**Paid by District**
1	Wages of Construction Labor	x			
2	Labor/Fringe Benefits & Burden	x			
3	Subcontract Costs	x			
4	Material & Equipment/Included		x		
	a. Contractor Owned Equip. trucks		x		
	b. Small Tools – Purchase		x		
	c. Small Tools – Rental		x		
5	Warranty Work & Coordination			x	
Temporary Facilities		**Direct Cost of the Work**	**General Conditions**	**Overhead and Profit**	**Paid by District**
1	Office Trailer including separate trailer for IOR (office trailers must include lockable door, 2 desks, 2 chairs, 1 file cabinet, and wifi-connection)		x		
2	Office Trailer, Storage Trailer & Tool Shed Rental		x		
3	Office Furniture/Equip/Computers		x		
4	Xerox Copies/Misc Printing		x		
5	Postage/UPS/FedEx		x		
6	Project Photographs		x		
7	Temporary Toilets		x		
8	Project Sign		x		
9	Temporary Fencing/Enclosures		x		
10	Covered Walkways if required	x			
11	Barricades	x			
12	Temporary Stairs	x			
13	Opening Protection	x			
14	Safety Railing & Nets	x			
15	Drinking Water/Cooler/Cup		x		
16	Safety /First Aid Supplies		x		
17	Fire Fighting Equipment		x		
18	Security Guards		x		
19	Watchman Service		x		

20	Phone/fax lines, cell phones, WiFi		x		
21	Temporary "swing space" portables to house teachers and students as required for phasing	Do Not Include			
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	Do Not Include			
Miscellaneous Project Costs		**Direct Cost of the Work**	**General Conditions**	**Overhead and Profit**	**Paid by District**
1	Performance and Payment Bonds	Include as separate line item on price proposal form			
2	Developer-provided insurance	Include as separate line item on price proposal form			
3	Printing - Drwgs & Specs (Max of 15 sets)				x
4	Initial Soils Investigation				x
5	Testing and Inspection				x
6	Maintenance After Occupancy				x
7	Facility Operator/Training	x			
Hoisting		**Direct Cost of the Work**	**General Conditions**	**Overhead and Profit**	**Paid by District**
1	Hoist & Tower Rental	x			
2	Hoist Landing & Fronts	x			
3	Hoist Operator	x			
4	Hoist Safety Inspections	x			
5	Hoist Material Skips/Hoppers	x			
6	Erect & Dismantle Hoists	x			
7	Crane Rental	x			
8	Crane Operators	x			
9	Crane Safety Inspections	x			
10	Erect & Dismantle Crane	x			
11	Fuel, Repairs, Maintenance	x			
12	Crane Raising/Jumping Costs	x			
13	Safety Inspections	x			
14	Forklift Rental	x			
15	Forklift Operator	x			
16	Forklift Safety Inspections	x			