

# SAN DIEGO UNIFIED SCHOOL DISTRICT

Facilities Planning and Construction Department



Central Elementary



Logan Memorial Educational Complex



Wilson Middle



Emerson Elementary



Hoover High



2351 CARDINAL LANE, BUILDING M | SAN DIEGO CA 92123

RFP NO. **LB24-0454-50-00-P1**  
REQUEST FOR PROPOSALS (RFP)  
**PRECONSTRUCTION SERVICES FOR  
MILLENNIAL TECH MIDDLE SCHOOL  
WHOLE SITE MODERNIZATION LEASE-  
LEASEBACK (LLB)**  
ADVERTISEMENT DATES:  
**SEPTEMBER 19, 2023  
SEPTEMBER 26, 2023**

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**Request for Proposals (RFP) for  
Preconstruction Services  
Millennial Tech Middle School Whole Site Modernization  
Lease-Leaseback (LLB)**

The San Diego Unified School District (“District”) is requesting sealed proposals for construction services through this document (“RFP”) for **Millennial Tech Middle School Whole Site Modernization** (“Project”) and as further described in **Attachment No. 1** (“Project Description and Scope of Work”).

MILLENNIAL TECH MIDDLE SCHOOL WHOLE SITE MODERNIZATION	
<b>Type of LLB:</b>	Preconstruction Services
<b>Estimated Future Construction (Hard Cost) Budget:</b>	<b>\$46,196,521</b>
<b>Estimated Total Amount Contractor will Finance for the Project:</b>	5% of hard construction costs
<b>Anticipated Duration:</b>	<b>Fifteen (15)</b> months of preconstruction services and <b>Thirty-Two (32)</b> months of construction
<b>Anticipated Schedule:</b>	Construction begins on or about <b>2/25/25</b> and upon issuance of a written Notice to Proceed (NTP).
<b>Contract Number(s):</b>	LB24-0454-50-00-P1

Through this RFP, the District intends to select one (1) Contractor for the Project and intends that the Project will be issued a Notice to Proceed (NTP) with that one Contractor. Therefore, by submitting a Proposal, the Contractor shall commit to performing the Project if selected by the District and to enter into a contract for the Project.

Your firm was one of the qualified Contractors that responded to the District’s Request to Prequalify and for Statement of Qualifications (“RFPQ”) for Preconstruction and Construction Services for Certain District Projects (Lease-Leaseback) solicitation, dated **November 12, 2020** (“Groups F & G”) (“Firm” or “Contractor” or “Proposer”). As indicated in the RFPQ, the District intends to award this Project utilizing the lease-leaseback delivery method. (Education Code §17406.)

**Contract Documents:** The RFP Documents are available at Crisp Imaging, 8375 Camino Santa Fe, Unit B, San Diego, CA 92121 (858-535-0607) or online at [sandiegousdplans.com](http://sandiegousdplans.com). Contractors may purchase printed documents at Crisp Imaging for a refundable payment of Seven Hundred Dollars (\$700) per set or CD/USB drives for a non-refundable payment (\$2 - \$10). Payments shall be made by check payable to San Diego Unified School District. If the deposit for the RFP Documents is refundable, refunds will be processed by the District only if the RFP Documents, including all addenda, are returned intact and in good order to Crisp Imaging within ten (10) days of submitting proposal.

**Mandatory Pre-Proposal Conference and Site Walk:** A mandatory pre-proposal meeting and site walk will be held at the date/time indicated in the RFP Schedule. **All participants are required to meet at Millennial Tech Middle School, 1110 Carolina Lane, San Diego, CA at the front office.** The meeting will begin in the **Multi-Purpose Room** for a general project overview, followed by a tour of the school site.

The pre-proposal meeting and site walk is expected to take approximately two (2) hours. Failure to attend, extreme tardiness, or to sign in will render a Contractor’s Proposal ineligible.

**Proposal Submission:** Contractors interested in submitting a Proposal must go to <https://www.planetbids.com/portal/portal.cfm?CompanyID=43764> then search under “Bid Opportunities” for “Invitation number” **LB24-0454-50-00-P1 Preconstruction Services at Millennial Tech Middle School Whole Site Modernization**. For new vendors, register under “New Vendor Registration”.

Submit your Proposal through PlanetBids with the following documents by the date in the RFP Schedule:		Partial	Completed
RFP Response	One (1) electronic copy in PDF with bookmarks (Note: 50 MB size limit)		✓
Attachment No. 3	Contractor Statement of EBE Commitment		✓
Attachment No. 4	GMP and Other Cost Components		✓
Attachment No. 5	Schedule of Values		✓

**District / Contract Specialist:** The Contract Specialist for this RFP is **Kathy Osborn**. The Contract Specialist is the only individual authorized to make any modifications via addenda or otherwise to this RFP and the resulting contract(s), if any. All correspondence to the Contract Specialist shall be via email to [kosborn@sandi.net](mailto:kosborn@sandi.net). The Contract Specialist is the ONLY individual to contact regarding this RFP. See Cone of Silence below.

**If you do not intend to submit a proposal for this Project, inform the Contract Specialist immediately.**

**Questions:** Questions regarding this RFP must be in writing and directed only to the Contract Specialist by the date indicated in the RFP Schedule. Contractors with questions or comments about this RFP or the project should not contact any other district representative, board member, consultant, employee, or person. Attempts by a Contractor to contact any other person may result in disqualification of that Contractor.

**RFP Addenda:** Contractors are solely responsible for checking the District’s online plan room at [sandiegousdplans.com](http://sandiegousdplans.com) to determine if the District has issued any addenda to this RFP. Contractors will be prompted to acknowledge all addenda when submitting electronic proposals through PlanetBids. Failure to acknowledge and respond to any addenda issued by the District may, at the District’s sole discretion, render the Contractor’s Proposal non-responsive or incomplete and may be rejected.

**Subcontractor’s Prequalification (NON-MEP & MEP):** Every subcontractor to the Contractor seeking to perform work on this bid, regardless of trade, tier, or value of the work, is required to be prequalified with the District. Bids will not be accepted from non-prequalified subcontractors. Visit [sandiegounified.org/contractor-prequalification](http://sandiegounified.org/contractor-prequalification) or email [prequal@sandi.net](mailto:prequal@sandi.net) for more information. Reference **Attachment No. 2** (“District’s Subcontractor Prequalification Information”).

- **MEP (Mechanical/Electrical/Plumbing):** Subcontractors performing work under one or more of the following license classifications, including any contractor holding A or B licenses and/or performing work of C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46, should



submit their prequalification application on PlanetBids. Go to [tinyurl.com/SDUSD-PlanetBids](http://tinyurl.com/SDUSD-PlanetBids) and login as a vendor, then click the menu on the left, and select prequalification to get started. MEP prequalifications must be renewed annually on the approval anniversary.

- **NON-MEP:** Each Non-MEP contractor should submit a Non-MEP subcontractor prequalification application at [sandiegounified.org/non-mep](http://sandiegounified.org/non-mep). Non-MEP prequalifications must be renewed annually every February.

**NOTE:** *Subcontractor prequalification is not required for the preconstruction services. However, subcontractor prequalification is required for each construction GMP phase of the Project.*

**RFP Schedule:** The District has set the following RFP Schedule that all Contractors must adhere to. The District reserves the right to modify this RFP Schedule and will issue an addendum if it modifies this RFP Schedule.

Event	Time / Date / Deadline
District Issues RFP and Contract Documents Available	<b>September 19, 2023</b>
<b>Mandatory Pre-Proposal Conference and Site Walk</b>	<b>September 28, 2023, 1:00 PM</b>
Prequalifications due to District	<b>October 2, 2023</b>
Deadline for Contractors to submit RFI questions regarding this RFP	<b>October 2, 2023</b>
District to publish prequalified list	<b>October 10, 2023</b>
District to respond to Contractors' questions regarding this RFP (Final Addendum)	<b>October 11, 2023</b>
<b>Deadline for Contractors to submit Proposal</b>	<b>October 17, 2023, 1:00 PM</b>
Potential Contractor Interviews	<b>November 3, 2023</b>
District Negotiations with Contractor	<b>November 7-9, 2023</b>
District Board approves successful Contractor	<b>December 12, 2023</b>

This RFP is a formal request for proposal. This RFP is not an offer by the District to contract with any party responding to this RFP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFP as necessary. District will not provide any oral clarifications or modifications to the RFP or the requirements hereof. No employee, office, agent, or representative of the District is authorized to provide oral clarifications or modifications to the RFP. Contractors shall not rely on any oral clarification or modification to the RFP. All Proposals and attachments submitted to the District in response to this RFP shall remain property of the District.

**1. GENERAL INSTRUCTIONS, REQUIREMENTS AND INFORMATION**

- 1.1. **License:** Contractor is required to possess one or more of the following State of California Contractor License(s): **B**. The Contractor's license(s) must be active and in good standing at the time of the submitting its Proposal and must remain so throughout the term of the Contract.

- 1.2. **Labor Code Requirements:** Pursuant to Labor Code §1773, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. To perform work on this project, Contractor and all of its subcontractors are required to be registered as a public works Contractors with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. All Contractors' registration must remain active throughout the term of the agreement. The rates are set forth in a schedule, which may be found on the DIR website <http://www.dir.ca.gov>. Any Contractor to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, provide payroll records when required, and otherwise comply with applicable provisions of state law.
- 1.3. **Prevailing Wages:** Prevailing wage requirements apply to all public works projects and must be followed per Article 17 of the General Conditions of the Request for Proposals. The applicable prevailing wage determination during preconstruction is the one in effect on the date the RFP is first published in a newspaper of general circulation. Here, the applicable prevailing wage determination for preconstruction services referenced in the published RFP advertisement is **2023-2. The applicable prevailing wage determination for a contract amendment that adds a Guaranteed Maximum Price (GMP) for construction services is based on the date the Prime Contractor first published an advertisement for that District defined GMP phase to subcontractors.** The first bid advertisement date for each District defined GMP phase shall establish the applicable prevailing wage determination, regardless of how many times the Prime Contractor published an advertisement. That first bid advertisement to subcontractors shall state the applicable prevailing wage determination for construction services for the duration of that District defined GMP phase. Each District defined GMP phase for construction services may have a different prevailing wage determination based on its separate publication of the first bid advertisement date. The following is a link to the Department of Industrial Relations (DIR) website to obtain rate information, and any applicable predetermine increases [www.dir.ca.gov/oprl/dprevagedetermination.htm](http://www.dir.ca.gov/oprl/dprevagedetermination.htm).
- 1.4. **Project Stabilization Agreement (PSA):** As mentioned in RFPQ Solicitation **CZ20-0965-42**, this project is subject to the Project Stabilization Agreement (PSA) adopted by the Board of Education on July 28, 2009 and as subsequently amended. The complete agreement is available for viewing and downloading at <https://sandiegounified.org/PSA>. The successful Contractor (and all Subcontractors) will be required to execute a PSA Letter of Assent (LOA), whereby Contractor and Subcontractors agree to conform to all terms and conditions set forth in the PSA.
- 1.5. **Skilled and Trained Workforce:** Contractors performing on District projects must comply with the District's PSA, which alleviates the Contractor's statutory requirement to provide a "skilled and trained workforce" as defined in Public Contract Code §2601, and required by Education Code §17407.5. Contractors should review the "**Project Stabilization Agreement and Skilled and Trained Workforce**" section of the Master Facilities Lease in the **Sample Master Site Lease and Master Facilities Lease Agreements**.
- 1.6. **Withdrawal of Proposals:** Proposals may not be withdrawn by any Contractor for a period of **One-hundred twenty (120) days** after the opening of Proposals. During this time, all Contractors shall guarantee prices quoted in their respected Proposals.
- 1.7. **Examination of Contract Documents:** Each Contractor shall become fully acquainted with conditions relating to the Work to fully understand the facilities, difficulties, and restrictions related to the execution of the Work. Contractors shall thoroughly examine and be familiar with the Drawings and Specifications and all other Contract Documents. The

failure of any Contractor to receive or examine any of the Contract Documents, forms, instruments, addenda, or other documents, or to visit the site(s) and be acquainted with the existing conditions shall in no way relieve any Contractor from obligations with respect to its Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

- 1.8. **Project Geotechnical Report:** Geotechnical reports have been prepared for the Project(s) and are available for information and reference only with the rest of the digital Contract Documents. The report, in its entirety, is not part of the Contract Documents. The geological boring logs and boring site location plan will be a part of the Contract Documents (See Appendix of the Technical Specifications). The opinions expressed in the report are those of the geotechnical engineer and represent interpretations of the subsurface soil conditions, text, and results of the analyses conducted by the geotechnical engineer. The District (Owner) will not be responsible for interpretations or conclusions drawn from this data by the Contractor.
- 1.9. **Interpretation of Contract Documents:** If any person contemplating submission of a Proposal for the proposed Project is in doubt as to the true meaning of any part of the Drawings, Specifications, or other portions of the Contract Documents, or finds discrepancies in, or omissions from the Drawings, Specifications, or other portions of the Contract Documents, a written request for an interpretation or correction thereof shall be submitted as a request for information (“RFI”) to the District as indicated in the RFP Schedule. Any Contractor submitting such a request is solely responsible for its prompt delivery. Any interpretation or correction, or other modification of any portion of the Contract documents will be made only by Addendum duly issued by or on behalf of the District and the District will provide a copy of each Addendum, if any, to each Contractor that has obtained a set of the Contract Documents. The District will not be responsible for any other explanations or interpretations of the Contract Documents. No Contractor may rely upon any oral interpretation, correction, or modification. Failure of a Contractor to request interpretation, correction, or modification of known discrepancies in, or omissions in the Drawings, Specifications, or other portions of the Contract Documents shall be deemed an acknowledgment by the Contractor that if awarded the Contract for the Work, the Contractor will remedy any discrepancies and omissions at no additional cost to the District.
- 1.10. **Addenda and Amendments:** This document and any attachments, appendices, and addenda will be available online from PlanWell. Contractors are responsible for ensuring that electronic communication is functioning and that online documents are accessible. Should there be any questions or uncertainty that documents cannot be accessed or questions are not being received, Contractors are responsible for following up with the District by e-mail at [kosborn@sandi.net](mailto:kosborn@sandi.net). Contractor is responsible for obtaining and verifying all addenda issued by the District. Failure of a Contractor to obtain and acknowledge all addenda in its Proposal may result in its proposal being deemed as non-responsive or incomplete. Addenda issued pursuant to the above shall be made a part of the Contract Documents.
- 1.11. **Delivery of Bonds and Certificates:** Unless otherwise specified, the successful Contractor shall, within five (5) business days after written notification by the District, sign and deliver to the District: the Labor and Material Payment Bond, Performance Bond, certificates of insurance, and other required documents. In the event the successful Contractor fails or refuses to so deliver such documents by the deadline date, the District may award the work to the next qualified Contractor. *The penal sums of the Labor and Materials Payment Bond and the Performance Bond shall each be in an amount equal to the Total Direct Cost of the GMP (GCs, GRs, and Divisions 02-33). The District will determine if the amount of a particular bond can be less than the total Contract Price*

depending on the phases of each of the Projects, but the successful Contractor must be prepared to provide bonds in an amount equal to the Total Direct Cost of the GMP (GCs, GRs, and Divisions 02-33). Bonds required by the Contract Documents shall be accepted by the District on District provided forms, only if issued and duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California, and financially secured through an authorized agent with an office in California.

**NOTE:** *The District is not requesting bonds for the preconstruction services of the project. However, bonds are required for each construction GMP phase of the Project(s).*

- 1.12. **Inspection of Facilities:** The District reserves the right to inspect the facilities of the Contractor, including but not limited to its office located within seventy-five (75) miles of District's main offices, prior to award of the contract. If the District determines that after such inspection the Contractor is not capable of performance within the District's standards, its proposal will not be considered. The findings and decisions of the District shall be final.
- 1.13. **EBE Participation Program Policy:** All Proposers must comply with the District's Emerging Business Enterprise (EBE) Program attached hereto as **Attachment No. 7**.
- 1.14. **Public Records:** All Proposals and other documents responding to the RFP will become the exclusive property of the District and subject to the California Public Records Act (PRA), Government Code §6250, *et seq.* Those elements in a Proposal that are trade secrets as that term is defined in Civil Code §3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Contractor that indiscriminately identifies all or most of its RFP or subsequent proposal as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a PRA request for any of the contents of an RFP or subsequent proposal marked "Confidential," "Proprietary," or "Trade Secret," the Contractor agrees, by submission of Proposal, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the PRA. ***The District will no longer provide a courtesy letter allowing contractors an additional opportunity to redact a submitted proposal. If the contractor would like to submit a redacted proposal for the District to produce in response to a potential future PRA request, email a copy of the redacted proposal (including Attachments No. 3, 4, and 5) to the Contract Specialist within seven calendar days of the proposal submission due date/time. If the District does not receive a redacted proposal by that deadline, the District will produce the original RFP proposal submission, subject to applicable exceptions, if we receive a PRA request for this RFP.***
- 1.15. **Cone of Silence:** During the evaluation of the Responses and at any point leading up to award of a contract, contact shall only be through the Contract Specialist identified in the RFP. Contractors shall neither contact (directly or indirectly) nor lobby (directly or indirectly; *for example, mentioning a District-pending award in a proposal submission*) evaluators, Board of Education Trustees, District Management, or anyone else at the District during the process. Attempts to contact, lobby, and/or influence the District, in any form, are strictly prohibited and may result in disqualification of that Contractor.
- 1.16. **Contractor Debriefs:** Effective January 13, 2022, the District will no longer perform proposal debriefs for LLB construction projects.



## 2. CONTENTS OF PROPOSAL

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Contractors must review this RFP and especially this section carefully to understand how to prepare the separate components of their Proposal. Each Proposal must include the separate components:

- **Millennial Tech Middle School Whole Site Modernization:** Fee for Preconstruction Services.
- **Millennial Tech Middle School Whole Site Modernization:** Fee for GMP Construction Services –. Unless the contract for the Project has been otherwise terminated, the District will direct the Contractor to provide a final GMP at a later date after DSA and all other authorities with competent jurisdiction have approved the plans and the Contractor and District agree on the timing and structure to advertise and solicit subcontractor pricing.

### 2.1. GENERAL REQUIREMENTS

2.1.1. **Cover Letter:** Provide a cover letter for the proposal. Letter to include the following:

2.1.1.1. License Number and a copy of CSLB license status

2.1.1.2. DIR Number and a copy of DIR registration status

2.1.2. **Proposed Contractor Team:** Include all key and support personnel and other members of your team that will be involved in this Project. Include specifically the résumés of all personnel who would be performing services, for both preconstruction and construction for the Contractor related to the Project. Define the role of each person and outline his or her availability, individual experience, responsibilities, and relevant similar project experience. Indicate personnel who will serve as primary contact(s) for the District. Include the name(s), résumé(s), project experience summary, addresses, telephone numbers, email addresses of the company manager and staff member(s) in your organization who will be assigned to work with the District and who will be authorized to make recommendations and decisions regarding work.

2.1.3. **Current Work Commitments / Project Limitations.** Specify the current and projected workload of Contractor for the duration of this Project. Provide a statement of all recent, current, or anticipated contractual obligations with general anticipated schedules and values.

2.1.3.1. **Contractor's Limitation or Surety Restrictions:** Provide a letter from the Contractor's Surety that indicates Contractor's bonding capacity, limitations, and/or Surety restrictions related to the value of Project that Contractor can contract for and can effectively perform.

2.1.4. **Exceptions to the LLB Contract Documents:** Pursuant to the Contractor Acknowledgement of Master Site and Facilities Leases for RFPQ CZ20-0965-42, each Contractor has agreed to be bound by the terms and conditions set forth in the District's standard lease-leaseback contract form, and is only permitted to negotiate, if needed, related to Project-specific scope items in this RFP. **NOTE: The District will not consider any substantive changes to the Contract Documents.**

2.1.5. **Emerging Business Enterprise (EBE) Program:** The District has an Emerging Business Enterprise (EBE) Program, attached hereto as part of **Attachment No. 7** that recognizes Small Business Enterprises (SBEs) and Minority- (MBE),

Women- (WBE), Disabled Veteran-Owned (DVBE) business enterprises, and other broadly recognized designations. EBE goals and requirements are listed in the Request for Proposals and Qualifications.

2.1.5.1. Contractors are required to provide an EBE Participation Plan as indicated in **Attachment No. 7**, listing the following:

2.1.5.1.1. Contractors own EBE designation (if applicable) and its EBE sub-consultants and teaming partners.

2.1.5.1.2. Identify Contractor's EBE Small Business Liaison Officer (SBLO) and provide contact information and résumé. Contractor shall inform the District of any personnel changes in advance of the meetings and/or deliverables described below.

2.1.5.1.3. Contractor's proposed EBE outreach and participation strategy specific to meeting the EBE goals for this Project. This Plan should also include a project specific schedule of outreach activities.

2.1.5.1.4. Signed Contractor Statement of EBE Commitment form, provided in **Attachment No. 3**.

## 2.2. PRECONSTRUCTION SERVICES

2.2.1. **Total Charges for Preconstruction Services and Other Pricing Factors:** Provide your total price for Preconstruction Services for the Project on the Form attached to this RFP as **Attachment No. 4**. Also, include all pricing components required in **Attachment No. 4**. Contractors must completely fill out the below information. If any lines are left blank, the District will calculate that line at the highest category rate submitted by the Contractor. Contractor may enter zero (\$0.00 / 0%) however, Contractor will not be allowed to modify this value at the GMP submission or a later date. **To be determined "TBD", Not Applicable "N/A", "To Be Negotiated", or a range of values will not be accepted.**

2.2.1.1. **No Detailed Guaranteed Maximum Price:** Unless the contract for the Project has been otherwise terminated, the District will direct the Contractor to provide a final GMP at a later date after DSA has approved the plans and the Contractor and District agree on the timing and structure to advertise and solicit subcontractor pricing. The Contractor must submit their GMP proposed cost percentages as part of **Attachment No. 4**. For reference only, section 2.3 below describes the final GMP and related requirements pertinent to the Project.

2.2.2. **Designated Subcontractors List:** No Subcontractors List is required at time of submitted preconstruction Proposal for the Project. Subcontractor list is required at time of submitted GMP for the Project.

2.2.3. **Preconstruction and Construction Services Schedules.** Provide the following requested information for both preconstruction and construction.

2.2.3.1. Statement Understanding the District's scope of work specified herein;

- 2.2.3.2. Description of how Contractor will manage the preconstruction and construction according to priority of work including sequencing and/or phasing input.
- 2.2.3.3. Describe any challenges/obstacles associated with the implementation of the Project scope.
- 2.2.3.4. Provide suggestions to the timeline or obstacles that could benefit the overall cost to implement the Project. Provide suggestions to key milestones proposed that appear difficult to achieve.
- 2.2.3.5. Provide Gantt chart (or similar) proposed draft schedules for preconstruction and construction. Provide enough detail to identify significant milestones, all critical path items, durations, sequencing and/or phasing for major scope of work components.

2.3. **CONSTRUCTION SERVICES (FOR REFERENCE ONLY, NOT REQUIRED AS PART OF THE PRECONSTRUCTION SERVICES PROPOSAL)**

- 2.3.1. **Detailed Guaranteed Maximum Price:** Provide a Guaranteed Maximum Price (“GMP”) to include all materials, labor, and all other costs to perform all work to construct the Millennial Tech Middle School Whole Site Modernization Project. Provide a GMP on form incorporated as **Attachment No. 4**, including all pricing components required on the form. Contractors must completely fill out the following information (2.3.1.1.), including all pricing components required on the form. If any lines are left blank, the District will calculate that line at the highest category rate submitted by the Contractor. Contractor may enter zero (\$0.00 / 0%) however, Contractor will not be allowed to modify this value at the GMP submission or a later date. **To be determined** “TBD”, **Not Applicable** “N/A”, **“To Be Negotiated”**, or a range of values **will not be accepted**. **NOTE:** *The District has revised the GMP structure of incorporating Allowance(s) and a Contractor Contingency (if used) without any mark-up at Contract initiation, instead allowing Contractors to mark-up, using predetermined District directed values, at time of requested use during the construction of the Project.*
- 2.3.1.1. **Interest Charge for Financing Portion of the GMP:** Contractors must be prepared to finance a portion of the GMP for a period of time. Although the exact amount and duration may be adjusted at the District’s discretion, it is anticipated that the financing for the GMP will be for twelve (12) months, after completion of the GMP, during which time the District will make monthly Lease Payments of 1/12 of the total financed amount, plus an agreed-upon interest charge. Provide the District with your proposed interest charge for the amount financed in **Attachment No. 4**.
- 2.3.2. **Designated Subcontractors List:** Contractors must submit one copy with the Proposal, of the Designated Subcontractors List attached hereto as **Attachment No. 3**, for those subcontractors that will perform Services in excess of (½ of 1%) of the GMP for any portion of the Project, including labor, rendering of service, or specially fabricating and installing a portion of the Project or improvement. Failure to submit this list when required shall result in the Proposal being deemed non-responsive or incomplete and the Proposal will not be considered. The identified subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act. (Public Contract Code §4100, et seq.).

2.3.3. **Schedule of Values:** Contractors must submit their proposed preliminary Schedule of Values attached hereto as **Attachment No. 5**. The District expects your Schedule of Values to include the information indicated in the attached form. After DSA approval, the District will provide an **updated Attachment No. 5** for the Contractor to complete and submit with their GMP.

**3. DISTRICT’S EVALUATION CRITERIA**

3.1. The Contractor will be selected based on the “best value” as determined by the District based on the following factors:

<b>Millennial Tech Middle School Whole Site Modernization</b>		
<b>Contents of Proposal</b>	<b>Item</b>	<b>Possible Proposal Points</b>
<b>2.1.2</b>	<b>A. Proposed Contractor Team for Preconstruction Services</b>	<b>25</b>
	<b>B. Proposed Contractor Team for Construction Services</b>	<b>25</b>
<b>2.1.3</b>	<b>Current Work Commitments / Project Limitations</b>	<b>15</b>
<b>2.1.5</b>	<b>Emerging Business Enterprise (EBE) Program</b>	<b>15</b>
<b>2.2.1</b>	<b>Compensation (Attachment No. 4)</b>	<b>70</b>
<b>2.2.3</b>	<b>Schedule/Timeliness</b>	<b>50</b>
<b>Total Possible Points</b>		<b>200</b>

3.2 The District may, at its sole discretion, interview some or all of the Contractor(s) that submit a Proposal.

3.3 If the District elects to conduct interviews, the method of determining the awarded Contractor will be based solely on the interview score. In other words, the District will NOT combine the scores of the proposal and the interview evaluations.

3.4 If the District elects to conduct interviews, the criteria for the interview will be at the District’s discretion, based upon the proposals received. Contractors will be notified in writing of the

topic(s) to be included in the interview evaluation. Contractor(s) can expect the format to be question and answer, no presentation will be permitted.

- 3.5 Scoring for the interview will be provided at the interview.
- 3.6 The District reserves the right to investigate the qualifications of all Contractors under consideration and to confirm any part of the information furnished by the Contractor, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. Proposals will be evaluated according to the entire responses provided.
- 3.7 Once the Proposals have been reviewed, District staff may choose to begin negotiations with the Contractor that District staff, in its opinion, believes offers the best value to the District based on receiving the highest best value score, and may commence negotiations of services with that Contractor. The scope specific final exceptions for this project will be mutually agreed upon by both parties and will be memorialized in the Master Site Lease and Master Facilities Lease within the specific item as well as documented in **Exhibit H, Supplementary Conditions (including Negotiated Changes and Clarifications to the Contract)**.
- 3.8 If the District is unable to successfully negotiate a satisfactory contract with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the next Contractor that it believes offers the next best value, in sequence, until a contract is reached or determination is made to reject all Proposals.
- 3.9 Final selection of a Contractor shall be at the sole discretion of the District's Board of Education at a public meeting after recommendation from District staff. A single Contractor will be selected for delivery and financing of the Project.
- 3.10 If a commitment is made, it will be to the most qualified respondent meeting the evaluation criteria of this RFP, and with whom the District is able to successfully negotiate the terms and conditions of the required Contract, as **Attachment No. 6** to this RFP.



**ATTACHMENT NO. 1 – PROJECT DESCRIPTION AND SCOPE OF WORK**

1. **BACKGROUND**

San Diego Unified School District’s capital improvements are funded by four General Obligation bond measures, Propositions S, Z, and Measures U and YY. In an effort to provide a quality school in every neighborhood, the district is using Propositions S, Z, and Measures U and YY funds to repair, renovate, and revitalize district schools. As part of the General Obligation bond measures, **Millennial Tech Middle School** has been identified and approved for the **Preconstruction Services at Millennial Tech Middle School Whole Site Modernization**.

2. **PRELIMINARY ANTICIPATED PROJECT SCHEDULE** (Subject to change at the District’s discretion)

Preconstruction Services	<b>Start: 12/13/23 – Completion: 2/24/25</b>
Construction Services GMP	<b>Start: 2/24/25 – Completion: 10/22/27</b>

**Millennial Tech Middle School Whole Site Modernization**

Attachment No. 1 outlines the scope of the preconstruction services and the general project scope. Once the design is completed the Project Documents will require relevant agency review and approval including but not limited to the Division of the State Architect (DSA), California Geological Survey (CGS), the Dept. of Environmental Health (DEH), the City of San Diego, applicable Utility Companies, and/or other agencies.

The Services for the Project are divided into Preconstruction and Construction Services. Refer to the Project Schedule outlined above.

Preconstruction Services for the Project continues through Board of Education approval of the GMP for the Project and is anticipated to be **fifteen (15)** months.

3. **PRE-CONSTRUCTION PHASE SERVICES FOR PROJECT**

Preconstruction services for the Project shall be, as defined in Education Code section 17400(b)(4), to include the services generally described below and as further outlined in the Master Facilities Lease, Exhibit I. Preconstruction Services are to include but are not limited to design/constructability and coordination review, field investigation, schedule and construction sequencing development, value engineering, BIM coordination, detailed cost estimating, including variables and options in order to meet District’s budget EBE goals, development of different trade bid package scopes of work, and bidding and preparation of the Total Guaranteed Maximum Price (GMP) and lease payment schedule.

Commencement or completion of the Preconstruction Services, does not obligate the District to proceed with Construction and Post-Construction Services, with the selected LLB Contractor. The approximate duration for the design phase is **two (2)** months, followed by a **seven (7)** month period for DSA and City of San Diego Approvals. The Scope of Work is anticipated to include the following:

- 3.1. Input and review of design and construction documents, constructability review (not code level plan checks) for clarity, consistency, coordination, schedule, phasing, budget (one

formal Constructability report for each expected GMP package). Back-checks to be performed once design team has addressed review comments and prior to DSA approval for each GMP package. The LLB Contractor will work in a collaborative manner during the design process with the district staff, the Architect, and the CM, as applicable. The LLB Contractor will be expected to review the design and construction documents at 100% design development, 50% construction documents, 100% construction documents, and post DSA approval, prior to bidding. The LLB Contractor should provide input on construction methodology and detailing based on the goals and objectives of the design to incorporate the strengths of their team.

- 3.2. Contractor to perform field investigation on site at the District's request to assist in reducing unforeseen conditions. Activities may include but are not limited to pot holing for underground utility location and invert elevation information, destructive testing, providing small openings in walls or ceilings to inspect the enclosed conditions, field inspection of existing conditions with specialty subcontractors, etc.
- 3.3. Perform detailed estimates at each design phase milestone as stated in item 3.1 using the District's Uniformat Cost Estimating template (to be provided by District Project Manager in Excel to awarded Contractor). This includes an update to the 100% construction documents estimate following DSA approval prior to the District's approval to advertise the bid. Contractor to provide a detailed estimate of general conditions and requirements as part of each required design phase milestone estimate.
- 3.4. Undertake value engineering analysis and prepare report with recommendations to the District to maintain established construction budget at each design phase milestone as stated in item 3.1.
- 3.5. Attend regular meetings with the Design Team, and District Representatives. Meeting frequency to be determined upon the commencement of preconstruction services, but contractor should expect meetings to occur once every two (2) weeks at a minimum. Contractor is responsible for all meeting minutes during preconstruction phase.
- 3.6. BIM Coordination including clash detection. Architect to provide BIM model at onset of preconstruction services and provide updated versions of the model as design progresses. BIM model expected to be Level of Development (LOD) 300 at time of DSA approval.
- 3.7. Assist in developing the construction phasing and sequencing plan of the project. Contractor to provide input on alternate viable project construction sequence/phasing strategies for the project that could potentially benefit the overall project schedule and cost. Contractor to provide phasing plan graphics for review with District team and to be utilized in presentations with District management and school site Principal for input and approval. District project manager can provide examples of graphics formatting. Contractor to assist in development of move coordination plans as required by the phasing and sequencing plan.
- 3.8. Provide a detailed Construction CPM schedule that identifies the critical path within each Construction Phase. Contractor will be required to provide high level projected cost loading of the schedule to identify general cash flow requirements for the construction phase in order to assist District in NTP value planning. Contractor to update preliminary cost loaded schedule at each design phase milestone including prior to GMP award of construction services after presentation and acceptance of the negotiated GMP by the District.
- 3.9. Develop Scopes of Work for the different trade contractors and advertise for bids to obtain a minimum of 3 bids for each trade package. The scope of work bid packages will be made

available to the District in advance of the bid phase for review and comment. The contractor will not include quantified contingency and allowance requirements in the bid packages without prior written approval from the District. The GMP shall be developed through a public competitive sub-bid selection process. A minimum of three bids is expected for each trade. If the LLB Contractor plans to self-perform any work, LLB Contractor must submit a sealed bid directly to the District Contract Specialist a minimum of 48 hours in advance of the bid due date for the subcontractors. LLB Contractor will provide the District with a copy of their bid advertisement and subsequent addenda. Contractor will be required to submit a detailed estimate for any work less than ½ of 1 percent of the construction project. Generally speaking, preparation of the GMP will require a minimum of nine (9) weeks, broken down as follows:

- 3.9.1. Four and one-half weeks for bidding of trade contractors by LLB Contractor.
- 3.9.2. Two weeks for preparation of initial GMP by LLB Contractor.
- 3.9.3. One week for review of GMP by District.
- 3.9.4. One and one-half weeks for District and LLB Contractor to further clarify issues with Design Team and review proposed Value Engineering ideas.
- 3.9.5. One week for LLB Contractor to make revisions and submit final GMP and associated supporting documents for Board approval.
- 3.9.6. One and one-half weeks for District final review and submission.
- 3.9.7. Two and one-half weeks for Board review and approval.
- 3.10. District expects the LLB Contractor to engage with different subcontractors during the Preconstruction Phase to seek input regarding constructability, cost estimating, value engineering, etc. Identify what trades are planned for inclusion in the bid packages. All costs associated with any subcontractor input shall be included in the LLB Contractor's Preconstruction Phase cost. The District expects the LLB Contractor to seek competitive bids and will not be obligated to use any of the subcontractors engaged during the Preconstruction Phase, for the Construction. Any subcontractors engaged during the Preconstruction Phase and selected for Construction must be identified in the GMP Proposal.
- 3.11. Contractor to provide bid comparison spreadsheet for review with the District within 48 hours of bid date. Contractor to provide digital files of subcontractor bids to District for District download.
- 3.12. Develop the proposed GMP and proposed lease payment schedule. The GMP proposal shall include the written rationale for the price and objectively verifiable documentation of the costs to perform the services under the Facilities Lease, including documentation of the costs to perform any subcontract work reserved to a designated subcontractor in the proposal. Contractor to provide digital files of final best value subcontractor bids to District for District download as part of final GMP package.

**4. CONSTRUCTION AND POST-CONSTRUCTION SERVICES:**

**FOR INFORMATION ONLY. WILL BE PRICED AFTER ALL PLANS ARE DSA APPROVED AND CONTRACTOR AND DISTRICT AGREE TO ADVERTISE AND SOLICIT SUBCONTRACTOR PRICING.**

The LLB Contractor shall not proceed with any work unless and until the GMP is approved by the Board of Education at a public meeting and a Notice to Proceed with Construction Phase work is issued by the District. No work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, and for which Division of the State Architect approval is required, can be performed before receipt of the required Division of the State Architect approval.

The construction phase is anticipated to be **thirty-two (32)** months, followed by a post-construction occupancy phase of twelve (12) months.

**4.1. GMP #1 – MTM Whole Site Modernization. Scope includes demolition of existing campus buildings, site work and new construction as described in the contract documents, drawings, and specifications. Phasing and coordination of demolition and new construction shall be a critical and vital component of this work.**

Construct off/on site work as necessary to support the buildings and associated improvements. Services generally required are execution of subcontracts, provide on-site support and logistics including but not limited to temporary construction office trailers and equipment, supervise and direct the work, ensure a safe project/site, participate in project meetings, manage the construction costs, coordinate the work with the different subcontractors in an efficient manner, update the monthly construction schedule, coordinate equipment start-up and acceptance testing, training, prepare record construction documents, and close-out of the project. Reference Division 1 Specification Requirements. **The school site shall be occupied during the entire construction period and all systems shall at all times remain functional and accessible.**

The LLB Contractor shall not proceed with any work unless and until the GMP is approved by the Board of Education at a public meeting and a Notice to Proceed with Construction Phase work is issued by the District. No work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, and for which Division of the State Architect approval is required, can be performed before receipt of the required Division of the State Architect approval.

## 5. PROJECT DESIGN SCOPE OF WORK DESCRIPTION

**The Millennial Tech Middle School Whole Site Modernization project includes multi-phased construction of a new 1-story Administration Building, a new 1-story Multi-Purpose Building with a Food Service, Restrooms and Support areas, a new STEM Building, modification of the existing 3-story Building 10 to develop the new Student Locker area with Restrooms. Scope of work also includes a new Parking area, new Lunch Shelter, and associated site and utility works, including Solar/EV systems. Removal of existing Relocatable Classrooms and Restroom Buildings including foundations, system connections, etc. shall be included to accommodate completion of the existing Turf Field Area. Work shall include coordination with ongoing operations of the existing campus, especially the existing buildings not in scope and the existing play area. Millennial Tech Middle School shall be an active operational campus during the Scope of Work and coordination with the site operations and schedule shall be required of the contractor to not impact or inconvenience the school's functioning operation and teaching schedule.**

**The phasing and coordination of the existing power and technology systems are a critical component of the Scope of Work to provide for continual non-interrupted service to the existing campus and during any crossovers.**

The Scope of Work components generally consists of:

- a. **Site Work**  
Demolition and new construction of Site as noted in the contract documents, drawings, and specifications.
- b. **New Multi-Purpose Building**  
An approximately 14,239 s.f. high single-story masonry building with concrete spread footings; structural steel framing; cold-formed metal framed walls, and other components as described in the drawings and specifications.
- c. **New Administration Building**  
An approximately 8,679 s.f. single-story with concrete spread footings; structural steel framing; cold-formed metal framed walls, and other components as described in the drawings and specifications.
- d. **New STEM Building**  
An approximately 5,957 s.f. single-story with concrete spread footings; structural steel framing; cold-formed metal framed walls, and other components as described in the drawings and specifications. These drawings are still in progress so the level of details is not as described in the other buildings but must be considered that the level of future details will be similar.



**ATTACHMENT NO. 2 – DISTRICT’S SUBCONTRACTOR PREQUALIFICATION INFORMATION**

**ATTACHMENT NO. 2 IS NOT DUE AT THE TIME OF PROPOSAL.  
REQUIRED AFTER DSA APPROVED PROJECT DOCUMENTS  
HAVE BEEN ADVERTISED BY AWARDED CONTRACTOR**

**PREQUALIFICATION REQUIREMENTS.** Every subcontractor to the Contractor seeking to perform work for this Contract, regardless of trade, tier, or value of the work, is required to be prequalified. Prequalification Applications must be received by the respective dates indicated in the RFP Schedule and remain in good standing throughout the duration of this RFP. **Applications submitted after the date and time indicated in the RFP Schedule may not be approved in time for this solicitation.** Visit [sandiegounified.org/contractor-prequalification](http://sandiegounified.org/contractor-prequalification) or email [Prequal@sandi.net](mailto:Prequal@sandi.net) for more information.

**PREQUALIFICATION STATUS.** Subcontractors are solely responsible to verify their current prequalification status. Subcontractors may verify their prequalification status by sending an email to the contact below, by logging into the SDUSD PlanetBids Vendor Portal (Prime/MEP contractors), or by going to the contractor prequalification site (above) to see a current list of prequalified contractors.

**MEP SUBCONTRACTORS:** Mechanical, electrical, or plumbing (“MEP”) subcontractors, regardless of value of their work, with the following license classifications are required to be prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.

**NEW OR RENEWAL OF EXISTING PREQUALIFICATIONS FOR MEP SUBCONTRACTORS.** Subcontractors must be a registered SDUSD PlanetBids vendor to complete the prequalification process. Go to [tinyurl.com/SDUSD-PlanetBids](http://tinyurl.com/SDUSD-PlanetBids) and login as a vendor, then click the menu on the left, and select prequalification to get started.

**NON-MEP SUBCONTRACTORS:** All Non-MEP subcontractors shall complete the online Non-MEP Subcontractor prequalification application.

**NEW OR RENEWAL OF EXISTING PREQUALIFICATIONS FOR NON-MEP SUBCONTRACTORS.** Go to [sandiegounified.org/non-mep](http://sandiegounified.org/non-mep) and complete and submit the application.

**PREQUALIFICATION CONTACT:** All prequalification inquiries must be submitted to the Construction Contracts Assistant at [Prequal@sandi.net](mailto:Prequal@sandi.net). Note in your email the specific project you are interested in.

**NOTE:** *Subcontractor prequalification is not required at the preconstruction phase. However, subcontractor prequalification will be required for each Guaranteed Maximum Price (GMP) phase of the Project(s).*

**ATTACHMENT NO. 3 – DESIGNATED DVBE/SDVOSB PARTICIPATION DOCUMENTATION AND  
DESIGNATED SUBCONTRACTORS LIST**

**DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE")  
PARTICIPATION PROGRAM OVERVIEW AND RESOURCES**

1. **DVBE Participation Program Policy.** The District is committed to achieving the administratively established Participation Requirement for Disabled Veteran Business Enterprises ("DVBEs") in accordance with Resolution In Support of Service Disabled Veteran-Owned Small Businesses (SDVOSB) and Disabled Veteran Business Enterprises (DVBE) approved on May 10, 2011 by the Board of Education Resolution. Through the DVBE participation program, the District encourages contractors to ensure maximum opportunities for the participation of DVBE's in the Work of the Contract. The District's commitment to the achievement of DVBE Participation Requirement for the Work of the Contract shall not, however, result in the District's discrimination in the award of the Contract on the basis of ethnic group identification, ancestry, religion, age, sex, race, color, or physical or mental disability.

Contractor participation is mandatory for all construction jobs with the District.

Information regarding the DVBE participation program, including a listing of DVBE certified businesses, is available on the internet at the State of California Department of General Services website at: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

2. **Definitions.**

- 2.1 **Broker.** A certified DVBE contractor that does not have title, possession, control, and risk of loss of materials, supplies, services or equipment provided, unless one or more of the disabled veteran owners has at least 51-percent (51%) ownership of the quantity and value of the materials, supplies and equipment provided [Military and Veterans Code (MVC) Section 999.2(b)].
- 2.2 **Commercially Useful Function (CUF).** A "commercially useful function" (CUF) provides services or goods that contribute to the fulfillment of the contract requirements. It is not a CUF if the DVBE's role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation. A CUF is a person or entity doing all of the following:
- a. is responsible for the execution of a distinct element of the work of the contract;
  - b. carries out the obligation by actually performing, managing or supervising the work involved;
  - c. performs work that is normal for its business services and functions; and,
  - d. is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry standards.
- 2.3 **Disabled Veteran.** A "Disabled Veteran" means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is a resident of the State of California.
- 2.4 **Disabled Veteran Business Enterprise.** 51% owned by one or more disabled veterans, management and daily operations are controlled by one or more disabled veterans but need not be those who own the business; and home office located in the United States,

which is not a branch or subsidiary of a foreign corporation. See California Military & Veterans Code, §999(b)(7)(A).

District accepts, both, the DGS Disabled Veteran Business Enterprise (DVBE) certification and the Department of Veterans Affairs Center for Veterans Enterprise (CVE) Service Disabled Veteran-Owned Small Business Enterprises (SDVOSB) verification with CVE letter.

- 2.5 **Front.** A Subcontractor providing artificial or incidental participation to meet the objective of a Contract (e.g., DVBE participation requirement), or a provider who does not own the equipment they are providing, but going to an outside source.
- 2.6 **Pass-through.** A supplier providing access to materials and supplies for which they are not specifically certified/verified. Also see “Front” above.

3. **Participation Requirement.**

- 3.1 **Participation Requirement Defined.** The term "Participation Requirement" is a numerically expressed condition of DVBE participation in performing the Work of the Contract.
- 3.2 **DVBE Participation.** The Proposal of a Contractor shall be deemed responsive only if the Contractor achieves or exceeds the DVBE Participation Requirement of three percent (3%) of total amount of Contractor’s GMP. The Contractor’s achievement of the Participation Requirement will not by itself render the Proposal of such contractor to be qualified; in accordance with the information for Contractor, the entirety of the Proposal must be the qualified Contractor whose responses conform to the RFP.

DVBE’s need to have a current and valid certification from the DGS for the business type and classification as listed on the proposal. SDVOSB’s need to have a current and valid verification letter from the CVE relevant to the bid (e.g., NAICS Code); self-certification will not be accepted. DVBE eligibility is a two-year period; SDVOSB eligibility is a three-year period. Eligibility must be current at time of DVBE proposal and contract award.

- 3.3 **Exclusions.** The District expressly prohibits pass-throughs and fronts.
- 3.4 **DVBE Specific Substitution Requirements.** See Exhibit G Article 5 Sub-Section 5.2.2 for DVBE specific substitution process requirements.

4. **DVBE Resource Information.**

Federal SDVOSB Database:	<a href="https://veterans.certify.sba.gov/">https://veterans.certify.sba.gov/</a>
State of California DVBE Database:	<a href="https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx">https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx</a>
District’s Disabled Veteran Business Participation Tip Sheet:	<a href="http://www.sandiegounified.org/DVBE">www.sandiegounified.org/DVBE</a>

- 4.1 **Outreach Team.** The District’s Business Outreach Team can also be reached for assistance:
  - a. Karen Linehan, Outreach Program Manager at klinehan@sandi.net; or

- b. Alma D. Bañuelos, Business Outreach Coordinator at abanuelos@sandi.net; or
- c. Sidney Hucklebridge-Key, Lease-Leaseback Outreach Coordinator at shucklebridge@sandi.net.

5. **List of Attachment No. 3 Documents.** Electronic forms are available upon request by email to [LLB-Outreach@sandi.net](mailto:LLB-Outreach@sandi.net).

- 5.1 **Lease-Leaseback Contractor Statement of Emerging Business Enterprise Commitment.**
- 5.2 **DVBE/SDVOSB Contractor Declaration.**
- 5.3 **Subcontractors List.**



Business Outreach, Lease Leaseback Projects  
Facilities, Planning and Construction  
[LLB-Outreach@sandi.net](mailto:LLB-Outreach@sandi.net)

**LEASE-LEASEBACK CONTRACTOR  
STATEMENT OF EMERGING BUSINESS ENTERPRISE COMMITMENT**

Company Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Information/Instructions:

Pursuant to the Request for Proposal and Master Site and Master Facility Lease documents, Contractor is required to develop a project specific Emerging Business Enterprise (EBE) Participation Plan on this Agreement. EBEs include small business and woman-, minority-, and disabled veteran-owned business enterprises. Contractor shall hereby commit to the following (affirm by checking the boxes next to the statements and execute below):

- Contractor understands that the San Diego Unified School District (District) has a mandatory three percent (3%) requirement for Disabled Veteran Business (includes DVBE and SDVOSB) participation on all construction projects regardless of value.
- Contractor understands that the District’s goals for Lease-Leaseback project are as follows: EBE is 50%, DVBE is 5%, MBE is 8%, WBE is 7% and SBE is 40%. While EBE goals are not mandatory, Contractor understands that the District’s Board of Education strongly supports and encourages engaging EBEs in District construction projects.
- Contractor commits to engaging EBE subcontractors, suppliers, equipment providers, and manufacturers in this project to the fullest extent possible.
- Contractor commits to proactively working with the District’s Business Outreach Team in an effort to engage EBEs in this project.
- The Contractor’s EBE participation commitment shall be based upon the anticipated net Guaranteed Maximum Price, including; Preconstruction services, all Subcontract costs, Contractor self-performed work, General Conditions, Fees, Allowances, Overhead and Profit, Bonds and Insurance, and any awarded alternatives.
- By signing this Statement of EBE Commitment, I agree to the above statements and certify under penalty of perjury that the information provided is true and correct.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ELECTRONIC TEMPLATE AVAILABLE VIA REQUEST TO [LLB-OUTREACH@SANDI.NET](mailto:LLB-OUTREACH@SANDI.NET)  
FACILITIES PLANNING & CONSTRUCTION: 4860 Ruffner Street, San Diego, CA 92111**





Business Outreach, Lease Leaseback Projects  
 Facilities, Planning and Construction  
[LLB-Outreach@sandi.net](mailto:LLB-Outreach@sandi.net)

**DVBE/SDVOSB CONTRACTOR DECLARATION**

1. **General Information:**
  - a. Company Name: \_\_\_\_\_
  - b. Total Contract Price: \$ \_\_\_\_\_
  
2. **DVBE Participation Achieved:**

<u>Minimum Participation Requirement</u>	<u>Participation Achieved</u>
DVBE's: <b>3%</b>	DVBE's: _____%
  
3. **Prime Contractor Information:**
  - a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): \_\_\_\_\_ Or None: \_\_\_\_\_
  - b. Will DVBE/SDVOSB subcontractors or suppliers be used for this contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_
  - c. If you answered No, skip to **Item 5. Certification** (below).
  
4. **Subcontractor/Supplier Information:**
  - a. If you answered Yes to 3.b. above, have you verified whether your DVBE/SDVOSB subcontractors/suppliers have current and valid CA DVBE certification or SDVOSB Center for Veterans Enterprise (CVE) Verification Letters? Yes: \_\_\_\_\_ No: \_\_\_\_\_
  - b. If you answered Yes, list your DVBE/SDVOSB firms in **Item 6. DVBE/SDVOSB Subcontractor/Supplier List** (below).
  - c. You must list only qualified DVBE's possessing a current and valid certification or SDVOSB possessing a current and valid verification letter from the CVE. Any listed subcontractors/suppliers found to not have either a certification or verification letter will render your proposal non-responsive. No exceptions.
  
5. **Certification:** By signing this Declaration, I certify under penalty of perjury that the information provided in the DVBE/SDVOSB Contractor Declaration items 1, 2, 3, 4, and 6 are true and correct.
 

**Printed name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_
  
6. **DVBE/SDVOSB Subcontractor/Supplier List:** Proposer shall submit at time of proposal due date this form with completed columns A, C, and E, along with the completed Contractor DVBE Statement of Emerging Business Enterprise Commitment. Proposers shall submit this form within 24 hours of proposal due date with ALL columns completed.















The Contractor shall designate/identify the listed subcontractors as DVBE's on the DVBE/SDVOSB Declaration form and Subcontractors List at **time of submitting proposal and/or submitting GMP(S)**. Failure of a Contractor to meet the 3% DVBE participation percentage requirement pursuant to Resolution In Support of Service Disabled Veterans Owned Small Businesses (SDVOSB) and Disabled Veteran Business Enterprises (DVBE) approved on May 10, 2011 by Board of Education shall result in rejection of the Contractor's Proposal for non-responsiveness. DVBE's need to have a current and valid certification from the State of California Department of General Services. SDVOSB's need to have a current and valid verification letter from the Department of Veteran's Affairs Center for Veterans Enterprise; self-representation will not be accepted. DVBE and SDVOSB eligibility must be current at time of submitting proposal and contract award. Failure of a Contractor to submit the designation/identification of subcontractors pursuant to the preceding may result in rejection of the Contractor's Proposal for non-responsiveness. For purposes of the preceding, the following definitions shall apply:

1. Small Business Enterprise (SBE): an independently owned and operated business, which is not dominant in its field of operation, the principal office of which is located in the United States, which is not a branch or subsidiary of a foreign corporation, and which, together with affiliates, has 200 or fewer employees, and average annual gross receipts of thirty six million dollars (\$36,000,000) or less over the previous three years. See Senate Bill 605 (SB 605) (Galgiani), California Government Code §14837(B).

District accepts SBE certifications from: California Department of General Services (DGS), the City of San Diego's Small Local Business Enterprise (SLBE) and Emerging Local Business Enterprise (ELBE) programs, the Small Business Administration's (SBA's) Certified 8(a) Program, and other federal, state and local certification agencies.

2. Disabled Veteran Business Enterprise (DVBE): 51% owned by one or more disabled veterans, management and daily operations are controlled by one or more disabled veterans *but need not be those who own the business*; and home office located in the United States which is not a branch or subsidiary of a foreign corporation. See California Military & Veterans Code, §999(b)(7)(A).

District accepts both the DGS Disabled Veteran Business Enterprise (DVBE) certification and the Department of Veterans Affairs Center for Veterans Enterprise (CVE) Service Disabled Veteran-Owned Small Business Enterprises (SDVOSB) verification with CVE letter.

3. Minority Business Enterprise (MBE): 51% owned by one or more minorities, management and daily operations are controlled by one or more minorities who own the business; and home office located in the United States which is not a branch or subsidiary of a foreign corporation. See California Public Contract Code, §10115.1(e).

District accepts the California Public Utilities Commission (CPUC) Supplier Clearinghouse MBE, the California Unified Certification Program (CUCP/Caltrans) Disadvantaged Business Enterprise (DBE) and MBE certifications, that from the Minority Supplier Development Council (MSDC), and other federal, state and local certification agencies.

4. Women Business Enterprise (WBE): 51% owned by one or more women, management and daily operations are controlled by one or more women who own the business; and home office located in the United States which is not a branch or subsidiary of a foreign corporation. See California Public Contract Code, §10115.1(e).

District accepts the CPUC and CUCP/Caltrans WBE certifications, the Women's Business Enterprise National Council (WBENC), and other federal, state and local certification agencies.

**Percentage of Total Contract Price:** The Proposer shall stipulate what percentage of work a Subcontractor will perform in relation to the total contract price.

**ATTACHMENT NO. 4 – GMP AND OTHER COST COMPONENTS**  
 (To be submitted as part of each Contractor’s Proposal)

PROPOSER’S COMPANY NAME: \_\_\_\_\_

**MILLENNIAL TECH MIDDLE SCHOOL WHOLE SITE MODERNIZATION**

Contractor will invoice for Preconstruction Services as identified in **Attachment No. 6** to this RFP, which is based on identified hourly fees (**at or below the rates indicated in the Contractor’s RFPQ response**) as monthly payments based on a percentage of completion for each of the six (6) categories listed below. Contractor will provide a total fixed fee cost for the Preconstruction Services based on the identified outlined scope of work and deliverables. All reimbursable, printing, and reprographics costs are to be included within the fixed fee cost for the Preconstruction Services. Any adjustments or changes to the anticipated project schedule are not subject to additional preconstruction fees unless the District requests and approves of additional scope or work and/or additional deliverables. Any additional fees will be separately proposed, negotiated and authorized under separate NTP(s). **NOTE:** NTP(s) related to additional fees may require prior authorization by the Board of Education.

**PRECONSTRUCTION SERVICES.**

<b>Project Budget (for information only): \$44,950,371</b>		
	<b>% OF PRECON FEE</b>	<b>FIXED FEE COST</b>
General Services	%	\$
Review of Design Documents including Constructability Review and BIM Coordination	%	\$
Value Engineering	%	\$
Project Cost Estimating	%	\$
Construction Schedule and Phasing Plan	%	\$
Construction Planning and Bidding	%	\$
<b>Preconstruction Services:</b>	<b>Total 100%</b>	<b>\$</b>

**OTHER PRICING FACTORS.**

**NOTE:** “TBD”, “N/A”, “to be negotiated”, or a range of values will not be accepted. Contractors must completely fill out the information below. If any lines are left blank, the District will calculate that line at the highest category rate submitted by the Contractor. Contractor may enter zero (\$0.00 / 0%) however, Contractor will not be allowed to modify this value at the GMP submission or a later date.

<b>Personnel Hourly Rates for Preconstruction &amp; Construction Phases of the Project (at or below the amount indicated in your RFPQ response)</b>	<b>Hourly Rates (Fully Burdened)</b>	<b>Annual Increase, if any (Not to exceed 2% per year)</b>
Project Executive	\$	%
Sr. Project Manager	\$	%
Project Manager	\$	%
Assistant Project Manager	\$	%

Sr. Project Engineer	\$	%
Project Engineer	\$	%
Sr. Superintendent	\$	%
Superintendent	\$	%
Assistant Superintendent	\$	%
Project Accountant	\$	%
Project Coordinator	\$	%
Labor Compliance Admin	\$	%
BIM Manager	\$	%
Constructability Reviewer	\$	%
Safety Manger	\$	%
Quality Control Manger	\$	%
Scheduler	\$	%
Sr. Estimator	\$	%
Estimator	\$	%
Estimating Coordinator	\$	%
Small Business Liaison Officer	\$	%
<b>Total Value of Contractor’s General Conditions and General Requirements in its performance of the Work for the Project as a good faith estimate.</b> This value should include all the anticipated items identified in Attachment No. 5 and be based on the estimated budgets stated above. <b>(Attachment No. 5</b> Schedule of Values to be submitted with this proposal).	\$	
<b>Pricing Information for Construction Phase (at or below the amount indicated in your RFPQ response)</b>	<b>COST/ PERCENTAGE</b>	
<b>Fee / Profit</b> (as a percentage of direct costs) if any, that is in addition to any mark-up.		%
<b>Contractor Bond Cost</b> (as a percentage of direct costs).		%
<b>Subcontractor Bond Cost</b> (If applicable, as a percentage of direct costs).		
<b>Insurance Cost</b> (as a percentage of direct costs).		%
<b>Builders Risk Insurance Cost</b> (If applicable and directed by District’s Risk Management, as a percentage of direct costs).		%
<b>Other Costs</b> (identify in sufficient detail for evaluation, either as a lump sum or a percentage of direct costs).	\$	%
<b>Contractor Contingency</b> (as a percentage of direct costs). May be used at the Contractor’s request only upon obtaining the District’s prior written approval as further defined in Exhibit C of the Master Facilities Lease. <i>Not to exceed 3%.</i>		%
<b>Post-Construction Estimated Financed Amount</b> is anticipated to be less than five percent (5%) of the GMP over twelve (12) months, financed and paid over the post construction period. State the Contractor’s proposed interest charge (financing percentage) for this Project.		%

**FOR INFORMATION ONLY – NOT REQUIRED FOR RFP:** Contractor is expected to adhere to the District

Standards set forth below when submitting pricing for the subsequent GMP phase of the project.

DIRECT COSTS:		
Divisions 02 00 00 – [Insert last spec section]		\$
Division 01 00 00 (General Conditions & General Requirements)		\$
<b>Direct Costs Subtotal</b>		<b>\$</b>
INDIRECT COSTS:		
<b>Fee/Profit</b> (as a percentage of direct costs) if any, that is in addition to any mark-up.	%	\$
<b>Contractor Bond Cost</b> (as a percentage of direct costs).	%	\$
<b>Subcontractor Bond Cost</b> (If applicable, as a percentage of direct costs).	%	\$
<b>Insurance Cost</b> (as a percentage of direct costs)	%	\$
<b>Builders Risk Insurance</b> (If applicable and directed by District's Risk Management, as a percentage of direct costs).	%	\$
<b>Indirect Costs Subtotal</b>		<b>\$</b>
<b>Contractor Contingency</b> (as a percentage of direct costs). May be used at the Contractor's request only upon obtaining the District's prior written approval as further defined in Exhibit C of the Master Facilities Lease. <i>Not to exceed 3%.</i>	%	\$
<b>Allowances</b>		\$
<b>Grand Total (Direct Costs + Indirect Costs)</b>		<b>\$</b>

**Rebates/Benefits.** Describe in detail all terms and conditions of any rebate program and/or any other offering or benefit to the District available with your proposed solution. *Provide on separate sheet if necessary.*

Name of Rebate Program	Terms and Conditions of Rebate	Savings/Benefit to the District

**FOR REFERENCE ONLY – NOT REQUIRED FOR RFP**

**Value Engineering/Accessories/Optional Products/ Modifications.**

Item No.	Spec Section	Description	Cost Savings
1.			\$
2.			\$
3.			\$
4.			\$

5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$
		<b>Add additional pages, or catalogue of products.</b>	

**ATTACHMENT NO. 5 – PRECONSTRUCTION SERVICES SCHEDULE OF VALUES**

**SCHEDULE OF VALUES AS A GOOD FAITH ESTIMATE IS DUE WITH PROPOSAL.**

**FOR DISTRICT REFERENCE ONLY – CONTRACTOR TO PROVIDE A FINAL SCHEDULE OF VALUES AT A LATER DATE AFTER DSA HAS APPROVED THE PLANS AND THE CONTRACTOR AND DISTRICT AGREE ON THE TIMING AND STRUCTURE TO ADVERTISE AND SOLICIT SUBCONTRACTOR PRICING AS PART OF THE GMP.**

**NOTE:** “TBD”, “N/A”, “to be negotiated”, or a range of values will not be accepted. Contractors must completely fill out the information below. If any lines are left blank, the District will calculate that line at the highest category rate submitted by the Contractor. Contractor may enter zero (\$0.00 / 0%) however, Contractor will not be allowed to modify this value at the GMP submission or a later date.

**MILLENNIAL TECH MIDDLE SCHOOL WHOLE SITE MODERNIZATION**

**PROPOSER’S COMPANY NAME:** \_\_\_\_\_

SPEC. SECTION	GENERAL CONDITIONS & GENERAL REQUIREMENTS	VALUE
01 31 10	Project Executive	\$
01 31 10	Sr. Project Manager	\$
01 31 10	Project Manager	\$
01 31 10	Assistant Project Manager	\$
01 31 10	Sr. Project Engineer	\$
01 31 10	Project Engineer	\$
01 31 10	Sr. Superintendent	\$
01 31 10	Superintendent	\$
01 31 10	Assistant Superintendent	\$
01 31 10	Project Accountant	\$
01 31 10	Project Coordinator	\$
01 31 10	Labor Compliance Admin	\$
01 31 10	BIM Manager	\$
01 31 10	Constructability Reviewer	\$
01 31 10	Safety Manger	\$
01 31 10	Quality Control Manger	\$
01 31 10	Scheduler	\$
01 31 10	Sr. Estimator	\$
01 31 10	Estimator	\$
01 31 10	Estimating Coordinator	\$
01 31 10	Small Business Liaison Officer	\$
01 32 04	Schedule	\$
01 32 33	Photographs / Videos	\$
01 33 00	Submittals, Shop Drawings	\$
01 50 00	Field Offices	\$
01 50 00	Equipment	\$
01 50 00	Office Supplies	\$
01 73 00	Franchise Utility Coordinator	\$
01 77 00	Close-Out Documentation	\$

01 77 00	Punch List	\$
01 78 33	O & M	\$
01 78 39	Record Documentation	\$
01 79 00	Demonstration and Training	\$
01 81 13	CHPS	\$
01 91 13	General Commissioning	\$
01 31 00	BIM	\$
01 40 02	Testing	\$
01 50 00	Fencing / Barricades	\$
01 50 00	Dust Control	\$
01 50 00	Noise Barrier	\$
01 50 00	Temporary Utilities	\$
01 50 00	Project Sign	\$
01 50 00	Support Facilities	\$
01 50 00	Temporary Toilet Facilities and Handwash	\$
01 50 00	Security and Protection	\$
01 57 23	Storm Water Pollution Prevention Plan	\$
01 73 00	General Site / Street Cleanup	\$
01 73 00	Safety	\$
01 73 00	Surveyor	\$
01 74 19	Construction Waste Management	\$
01 77 00	Final Cleaning	\$
		\$
<b>GRAND TOTAL</b>		\$



**ATTACHMENT NO. 6 – LEASE-LEASEBACK CONTRACT DOCUMENTS**

**MASTER SITE LEASE**

- EXHIBIT A** Description of the School Site
- EXHIBIT B** Description of Project Site and Description of the Project

**MASTER FACILITIES LEASE**

- EXHIBIT A** Description of the School Site
- EXHIBIT B** Description of Project Site and Description of the Project
- EXHIBIT C** GMP, Other Project Cost, Funding, and Payment Provisions
- EXHIBIT D** RFP/GMP Attachment No. 4 GMP and Other Cost Components
- EXHIBIT E** RFP/GMP Attachment No. 5 Schedule(s) of Values for Each of the Project Site(s)
- EXHIBIT F** RFP/GMP Attachment No. 3 Designated DVBE/SDVOSB Participation Documentation and Designated Subcontractors List
- EXHIBIT G** General Conditions
- EXHIBIT H** Supplementary Conditions (Including Negotiated Changes and Clarifications to the Contract)
- EXHIBIT I** Terms and Conditions for Preconstruction Services
- EXHIBIT J** RESERVED FOR FUTURE USE
- EXHIBIT K** Emerging Business Enterprise (EBE) Documents
- EXHIBIT L** Memorandum of Commencement Date
- EXHIBIT M** Construction Schedule(s) for the Project Site(s)
- EXHIBIT N** Executable Documents, Insurance Certificates, and Bonds to LLB Documents:

<b>Page No.</b>	<b>Document</b>
E-1	Non-Collusion Declaration
E-2	Iran Contracting Act Certification
E-3	Workers' Compensation Certification & Prevailing Wage Certification
E-4	Drug-Free Workplace Certification
E-5	Tobacco-Free Environment Certification
E-6	Lead-Based Materials Certification
E-9	Hazardous Materials Certification
E-10	Imported Materials Certification
E-11	Criminal Background Investigation/Fingerprinting Certification and Contractor Certification Regarding Background Checks
E-13	Roofing Contract Financial Interest Certification
E-14	Project Stabilization Agreement (PSA) & Prime Contractor Letter of Assent
E-15	Electronic Signature Acknowledgement & Agreement
E-16	Performance Bond - Total Direct Cost of the GMP (GCs, GRs, and Divisions 02-33)
E-18	Payment Bond - Total Direct Cost of the GMP (GCs, GRs, and Divisions 02-33)
E-20	Guarantee
E-21	Contractor's Commitment to Megan's Law (Sex Offender) Verification
E-22	Proof of Electricians' Certification
E-23	Certificate of Insurances:
	<i>Professional Liability \$1,000,000</i>
	<i>General Liability \$5,000,000/occurrence; \$10,000,000/Aggregate</i>
	<i>Automobile \$2,000,000/Accident</i>
	<i>Workers Compensation</i>
	<i>Employers Liability 1,000,000/ea. accident; \$1,000,000/policy limit bodily injury by disease; \$1,000,000/ea. employee bodily injury by disease</i>

	<i>Builders Risk for Value of Project with no coinsurance penalty provisions</i>
	<i>Pollution Liability \$1,000,000/Occurrence; \$2,000,000 Aggregate</i>
E-24	Proof of DIR Registration:
	<i>General Contractor's Proof of DIR Registration (SB 854)</i>
	<i>Subcontractor's Proof of DIR Registration (SB 854)</i>

**EXHIBIT O** Division 1 Table of Contents

**CONSTRUCTION DOCUMENTS**

Plans, Technical Specifications, and Drawings are Incorporated Under Separate Cover

**ATTACHMENT NO. 7 – EBE PARTICIPATION PROGRAM POLICY**

The District has an Emerging Business Enterprise (EBE) that recognizes Small Business Enterprises (SBE) and Minority- (MBE), Women- (WBE), Disabled Veteran-Owned (DVBE) business enterprises, and other broadly recognized designations. Prospective Contractors are required to provide an EBE Participation Plan listing its own EBE designation (if applicable) and its EBE subconsultants and teaming partners, and describing the method for meeting the District's EBE participation goals.

Pursuant to Resolution In Support of Service Disabled Veterans Owned Small Businesses (SDVOSB) and Disabled Veteran Business Enterprises (DVBE) approved on May 10, 2011 by the Board of Education, the District has replaced the good faith effort with a mandatory requirement of 3% for DVBE participation in all construction related contracts, regardless of size. Contractor must meet or exceed 3% DVBE participation either directly through the General Contractor or a subcontractor or supplier. The failure of any Contractor to strictly comply with the District's DVBE Participation Program Policy will result in rejection of a Contractor's Guaranteed Maximum Price (GMP) submittal(s) for non-responsiveness or incompleteness. If Contractor still needs DVBE participation to meet the 3% mandate, DVBE lower tier participation to a higher tier EBE may be counted, if the related higher tier EBE participation is adjusted to account for the lower tier DVBE contract value in EBE reporting forms. Businesses that act as Fronts and Pass-throughs are not permitted; all EBEs and DVBEs must provide a Commercially Useful Function.

**1. EBE Reporting Requirements.**

- 1.1. Contractor will submit each month with its Pay Application a completed EBE Participation Report form in PDF and Excel format, sample provided in this Exhibit K, excel version available upon request to Business Outreach team. Data to be provided will include, but not be limited to, project information, EBE name(s) and information, EBE tier, EBE contract award value(s), description of EBE's Work, EBE certification designation(s), contract amendments and EBE participation values (\$ and %).
- 1.2. Contractor will submit each month to the Business Outreach Team back-up documentation for the EBE Participation Report including copies of EBE Notice to Proceed cover pages, or relevant portions of Subcontract or Purchase Order Acknowledgements, or financial statements clearly identifying the EBE Contract Values/existence of a bona fide professional relationships, EBE certification designation(s) supporting documentation, and proof of contract amendments.

**2. EBE Program Milestones.**

- 2.1. District Business Outreach staff will attend the project preconstruction meeting and present information about the reporting schedule, EBE Participation goals and requirements, review the Contractor's proposed outreach Plan and methods, and identify any areas/trades where District Business Outreach staff could provide assistance in helping the Contractor meet its goals.
- 2.2. District Business Outreach staff will review and assess monthly reports.
- 2.3. The following meetings will be held if the Contractor is not meeting or is not on track to meet its EBE participation goals.
  - 2.3.1. 50% completion EBE Status meeting with District Business Outreach staff to review Contractor's EBE Participation results to date, subcontractors and/or suppliers proposed to complete the project, project schedule and subcontractors timing, and identify any areas/trades that require support from the District Business Outreach staff to meet Contractor's goals.
  - 2.3.2. Substantial completion EBE Status meeting with District Business Outreach staff

to review Contractor’s EBE Participation results, goals and proposed outreach efforts; and identify any areas/trades that require support from the District Business Outreach staff to meet Contractor’s goals. A follow-on meeting may be set as deemed necessary and at the convenience of District Business Outreach staff to provide the Contractor with every opportunity to meet its EBE participation goals.

3. **EBE Goals and Requirements.**

3.1. As of 2020, all District EBE Participation Goals for Lease-Leaseback projects with bid advertisement dates after (August 24, 2020) are as follows:

EBE Business Classification	EBE Participation Goals
<b>Overall EBE Goal*</b>	<b>50%</b>
Disabled Veteran-Owned Business Enterprise (DVBE)	5% <i>3% minimum</i>
Minority-Owned Business Enterprise (MBE)	8%
Women-Owned Business Enterprise (WBE)	7%
Small Business Enterprise (SBE)	40%
<i>*District tracks each EBE certification held; therefore, the total EBE goal may differ from the sum of the EBE categories</i>	

4. **EBE Definitions.** “Emerging Business Enterprise” (EBE) is an umbrella term that includes minority-, women-, disabled veteran-owned and small business enterprises, which are defined as follows:

4.1. Small Business Enterprise (SBE): District defaults to California Department of General Services (DGS) definition as an independently owned and operated business, which is not dominant in its field of operation; the principal office of which is located in the United States, which is not a branch or subsidiary of a foreign corporation; and which, together with affiliates, has 200 or fewer employees; and average annual gross receipts of thirty six million dollars (\$36,000,000) or less over the previous three years. See Senate Bill 605 (SB 605) (Galgiani), California Government Code §14837(B). District also accepts SBE certifications from the City of San Diego’s Small Local Business Enterprise (SLBE), Emerging Local Business Enterprise (ELBE) programs, the Small Business Administration’s (SBA’s) Certified 8(a) Program, and other federal, state and local certification agencies.

4.2. Disabled Veteran Business Enterprise (DVBE): 51% owned by one or more disabled veterans, management and daily operations are controlled by one or more disabled veterans but need not be those who own the business; and home office located in the United States, which is not a branch or subsidiary of a foreign corporation. See California Military & Veterans Code §999(b)(7)(A). District accepts both the DGS Disabled Veteran Business Enterprise (DVBE) certification and the Department of Veterans Affairs Center for Veterans Enterprise (CVE) Service Disabled Veteran-Owned Small Business Enterprises (SDVOSB) verification with CVE letter.

4.3. Minority Business Enterprise (MBE): 51% owned by one or more minorities, management and daily operations are controlled by one or more minorities who own the business, and home office located in the United States, which is not a branch or subsidiary of a foreign corporation. See California Public Contract Code §10115.1(e) District accepts the California Public Utilities Commission (CPUC) Supplier Clearinghouse MBE, the California Unified Certification Program (CUCP/Caltrans) Disadvantaged Business Enterprise (DBE), MBE certifications, the Minority Supplier Development Council (MSDC), and other federal,

state and local certification agencies.

- 4.4. Women Business Enterprise (WBE): 51% owned by one or more women, management and daily operations are controlled by one or more women who own the business; and home office located in the United States, which is not a branch or subsidiary of a foreign corporation. See California Public Contract Code, §10115.1(e). District accepts the CPUC and CUCP/Caltrans WBE certifications, the Women’s Business Enterprise National Council (WBENC), and other federal, state and local certification agencies.
- 4.5. Broker: A Contractor that does not have title, possession, control, and risk of loss of materials, supplies, services or equipment provided to an awarding department, unless one or more of the owners qualifying for EBE certification has at least 51-percent (51%) ownership of the quantity and value of the materials, supplies and equipment provided [Military and Veterans Code (MVC) Section 999.2(b)].
- 4.6. Commercially Useful Function (CUF): A “commercially useful function” (CUF) provides services or goods that contribute to the fulfillment of the contract requirements. It is not a CUF if the EBE’s role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of EBE participation. A CUF is a person or entity doing all of the following:
  - 4.6.1. is responsible for the execution of a distinct element of the work of the contract;
  - 4.6.2. carries out the obligation by actually performing, managing or supervising the work involved;
  - 4.6.3. performs work that is normal for its business services and functions; and
  - 4.6.4. is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry standards.
  - 4.6.5. Front: A Subcontractor providing artificial or incidental participation to meet the objective of a Contract (e.g., DVBE participation requirement), or a provider who does not own the equipment they are providing, but going to an outside source.
  - 4.6.6. Pass-through: A supplier providing access to materials and supplies for which they are not specifically certified/verified. Also see “Front” above.
5. **Disabled Veteran Business Enterprise Participation Program.** The District is committed to achieving the administratively established Participation Requirement for Disabled Veteran Business Enterprises ("DVBEs") in accordance with Resolution In Support of Service Disabled Veteran-Owned Small Businesses (SDVOSB) and Disabled Veteran Business Enterprises (DVBE) approved on May 10, 2011 by the Board of Education Resolution. Through the DVBE participation program, the District encourages Contractors to ensure maximum opportunities for the participation of DVBE's in the Work of the Contract. The District's commitment to the achievement of DVBE Participation Requirement for the Work of the Contract shall not, however, result in the District's discrimination in the award of the Contract on the basis of ethnic group identification, ancestry, religion, age, sex, race, color, or physical or mental disability.

Contractor participation is mandatory for all construction jobs with the District.

- 5.1. Participation Requirement Defined. The term "Participation Requirement" is a numerically expressed condition of DVBE participation in performing the Work of the Contract.
- 5.2. DVBE Licensing and Certification Requirements. DVBE’s need to have a current and valid

certification from the State of California Department of General Services for the business type and classification as listed on the bid documents. SDVOSB's need to have a current and valid verification letter from the Department of Veteran's Affairs Center for Veterans Enterprise relevant to the bid (e.g., NAICS Code); self-representation will not be accepted. DVBE eligibility is a two-year period and must be renewed annually; SDVOSB eligibility is a three-year period. Eligibility must be current at time of bid and contract award.

- 5.3. Exclusions. The District expressly prohibits Pass-Throughs and Fronts.
- 5.4. DVBE Specific Substitution Requirements. See Exhibit G Article 5 Sub-Section 5.2.2 for DVBE specific substitution process requirements.

**6. Disabled Veteran Business Enterprise Program Reporting:**

- 6.1. DVBE Contractor Declaration. All Contractors will be required to submit a complete "DVBE/SDVOSB CONTRACTOR DECLARATION" element of Attachment No. 3, including the subcontractor/supplier's full address, contact person and contact information, work to be performed or supplies to be provided, CA DVBE Certification Number or SDVOSB Verification Letter Date, and corresponding percentage of Total Proposal Price at the time of submitting its GMP Submittal(s).

NOTE: Designated DVBE/SDVOSB Participation Documentation is not required for Preconstruction Services-only elements of the Work. However, it will be required at time of GMP development/submittal(s). If Contractor has incorporated DVBE subconsultant(s) as part of their preconstruction team, submit a copy of DVBE/SDVOSB CONTRACTOR DECLARATION as a part of your Preconstruction RFP submittal, form available from Contract Specialist upon request.

- 6.2. DVBE Subcontracting Report. All Contractors will be required to submit a "PRIME CONTRACTOR'S DVBE SUBCONTRACTING REPORT" at the culmination of the Project. Per Master Facilities Lease, Exhibit C, 5.2.6 "Timing of the Lease Payment and Interest Due on Lease Payments", the Report is required to be submitted as one condition towards the execution of the Memorandum of Commencement (MOC). The District must accept that Report as satisfying the DVBE participation mandatory requirement.