

Madera Unified School District

Request for Proposals: Lease-Leaseback Services for the New High School Project

ADDENDUM 2

I. Answers to Questions on RFP

Please find below questions that were raised via email. We have numbered them for reference purposes only.

Question 1:

Reference section 7.2.7 (Experience and Technical Competence). This section has a page limit of 5 pages, but it is requesting information on 5 LLB projects, which is likely to take a page a piece. In addition, this section requires a number of other items, and is the only place we can include reference letters and testimonials. Can the page limit be increased in Section 7.2.7?

Answer: No the page limit will remain at five pages. The intent of the section is to allow for the Proposer's narrative response to the issues requested by the RFP. Additional documents relevant to the Proposer's response such as sample reference documents, tables, spreadsheets, resumes, reference letters and/or testimonials from clients may be attached as appendices for which there is no page limit. As an additional note for Section 7.2.7.b.3, if needed, you may use an appendix to detail your response to this section.

Question 2:

Reference section 7.2.9 (Pricing and Contingency). This section alludes to the information required to be submitted to the District by the LLB entity with their GMP. However, I do not see anything specific requested in this section to be submitted with the RFP? Can you clarify what information is being requested in section 7.2.9? Is it the information discussed in section 3.2?

Answer: Yes, section 3.2 sets forth the type of information that the LLB entity should address in response to section 7.2.9. The intent of the request is for the LLB entity to provide a narrative description of how it prices and develops the estimated preliminary guaranteed maximum price range for the Project using the LLB delivery method, including, but not necessarily limited to appropriate discussion of proposed fee, contingency, and other relevant pricing/GMP information.

Question 3:

When will Exhibit “B” of the RFP be released?

Answer: Please see Exhibit B, which is an attachment to Addendum 2.

Question 4:

Reference section 7.2.4 (page 7) - it notes that the three responsible persons proposed to be working with the District must attend the interview and in-person presentation. Is the contractor limited to just those three persons, or is it allowed to bring additional personnel for the interview?

Answer: The contractor may include other team members in the interview as necessary. The intent of the requirement is that the key personnel identified in the proposal must also be available for the interview.

Question 5:

Reference section 7.b.3.c (page 9) - the District is asking for information on termination or failure to complete a contract. Is information on Termination for Convenience to be included?

Answer: Yes, any termination resulting in an incomplete project should be addressed/explained.

Question 6:

Reference section 7.b.3.e (page 9) – the District is asking for information on litigation, arbitration or mediation in the last 10 years. Is that items between the Contractor and an Owner only or are items between Contractor and Subcontractors to be included as well?

Answer: Due to the corresponding litigation history question in Section 7.2, subsection 11. All litigation information need only be provided once in response to subsection 11. However, all litigation information should be addressed/explained, and case information can be included in an appendix if necessary.

Question 7:

Reference page 12, item 11 – the District is asking for 5 year litigation history of the contractor. Is that litigation between the Contractor and an Owner only, or does this question include litigation between the Contractor and Subcontractors as well?

Answer: See answer to Question 6 above. All litigation information should be addressed/explained.

Question 8:

Reference page 14, item 8.5 – are the 5 copies of the proposal to be bound or unbound?

Answer: The 5 copies should be bound.

Question 9:

Reference section 7.b.1.e (page 8) – Please define specifically what is meant by the term “Fees.”

Answer: The intent of this request is for the Proposers to provide relevant, reference information regarding how the LLB contractor’s fee and/or fee structure was set for past projects in order to assist in the evaluation of the other pricing information the LLB entity provides as part of its proposal. This information could include contractor’s overhead and profit as well as any other fee/contingencies paid to the contractor on the past project. Such information may be provided in narrative, percentage, or other format as applicable to the proposal.

Question 10:

Does the District have a ballpark estimate that they anticipate needing for gap financing as part of a lease lease-back contract?

Answer: The Project qualifies for approximately \$40 Million in state funding. However, given the current uncertainty as to timing of receipt of this state funding and the potential options the District may have for bridging any funding gap at the end of the Project, District staff anticipates there is a possibility of needing approximately 45 million dollars in gap financing. The District anticipates discussing and negotiating these final funding issues with the selected LLB entity. To that end, the intent of the RFP is to allow LLB entities to provide any experience and potential solutions for such funding gap issues as part of their response to the RFP. The District is open to discussing all potential options to address this issue with the selected LLB entity

Question 11:

Is the District willing to obligate general funds to help secure gap financing?

Answer: The District is committed to making the most fiscally responsible decisions possible in order to ensure that the high school is built on the proposed schedule, utilizing the best design, construction and financials strategies available to us. At this point in time no option is off the table. As described in the Answer to Question Number 10 above, the District intends to discuss and negotiate these issues with the selected LLB entity based on the detailed proposals provided by the respondents. Accordingly, proposers should provide any experience and potential solutions to address the possible funding gap issues as part of their response to the RFP.

Question 12:

Reference section 7.b.1.e (page 8) – Please confirm what you are looking for with “Amount of fees received?”

Answer: See answer to Question 9 above.

Question 13:

As requested in the RFP – the Proposer is to detail how they will meet the District’s goals. What specifically are the District’s goals?

Answer: Like any project, first and foremost the District’s goals are to come in on-time and on-budget. We believe that the LLB delivery method provides the best opportunity to hire a contractor who will partner/team with us. Specifically, the District is looking for a construction partner to join our team to help us complete this project on-time and on-budget.

Question 14:

Section 8.3 – Format provides an overall page count limitation of 22 pages excluding front and back covers, tabs, appendices and supporting documentation. We request an increase to the overall page count limit to 35 pages.

Answer: No, page limit will remain at 22 pages. See answer to Question 1.

Question 15:

Section 3.2 – Guaranteed Maximum Price/Fees and Charges requires a description to be included in the proposal of the anticipated price range for all fees and charges, categories 1-6. However, section 7.2 Contents identifies the contents to be included in the proposal (Tab 1-13). None of the contents (Tab 1-13) appear applicable for including the Price/Fees and Charges price range. Please advise if the fees and charges shall be included within the contents of Tab 1-13 and if so which Tab is preferable.

Answer: Tab 9: Pricing and Contingency

Question 16:

Section 7.2.7.b.1 - Relevant Experience, Item (g) “Relationship with Client”: Can you clarify exactly what you’re looking for? I see Item c “Firm’s Role” and “Relationship with Client” as similar info. Can you clarify the difference?

Answer: ***Role:*** a part or function you play, often summed up in the duties that you will perform. ***Relationship:*** how individual entities playing different roles interact.

Question 17:

Section 3.2 - Item 3 is asking for a price range for “Special Conditions”. Can you define exactly what that is? And how is it different than “General Conditions”?

Answer: After doing a cursory search of the LLB Construction Services Agreement (see Exhibit B attached) we did not see any special conditions listed. The District is looking for all information to assess how the contractor goes about establishing a GMP. If the contractor uses the same strategy for pricing special conditions as they do general conditions then state that as such.

Please note the District assumes that this project is the same in kind as other public works projects and that the same conditions apply. Such as but not limited to, fingerprinting, DVBE good faith effort, DIR registration and reporting, and DSA approved inspections. Conditions that normally apply to public works contracts will be considered general and not special and will be included in the contractor's initial pricing structure.

Question 18:

Does the proposal need to include any subcontractor pricing information?

Answer: No, no specific subcontractor pricing is required as part of the proposal. The intent of the RFP as described in Section 3.2 is for the LLB Entities to provide detailed information as to how the LLB entity develops the preliminary and final GMP for LLB projects of the size/scope outlined for the new high school in the RFP, including, but not necessarily limited to, the LLB's anticipated overhead and profit ranges, contingencies, general conditions fees, pre-con fees, and any other fee/pricing information relative to the proposer's methodology for LLB projects. The District's expectation is that ultimately subcontractor pricing/selection will be addressed in an open book manner based on the final agreed upon terms of the LLB contract with the selected LLB entity.