



Request for Proposals No. P23001

**General Contractor / Construction Manager for
Parkside Inn and San Joaquin
Adaptive Reuse and New Construction
January 5, 2023**

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Article 1 Overview/Introduction

Section 1.01 Agency Overview

Fresno Housing (hereinafter, “the Agency”) is a public entity that has served as an affordable housing provider throughout Fresno County for over 75 years. Today, the Agency provides housing programs to 50,000 Fresno County residents under a variety of programs including Low Income Public Housing, Housing Choice Vouchers (Section 8), Section 42 Low Income Housing Tax Credits, Migrant Services, Farm Labor Housing, Emergency Housing, and others.

Fresno Housing consists of the Housing Authority of the City of Fresno and the Housing Authority of the County of Fresno, each of which are governed by a seven-member Board of Commissioners. The City Board is appointed by the Mayor. Five of the seven commissioners are appointed to four-year, staggered terms. The other two members are appointed to two-year terms from among the residents of housing owned by the Housing Authority. The County Board of Commissioners is structured in the same manner, except that the County Commissioners are appointed by the County Board of Supervisors.

- **Fresno Housing’s Vision:** Make Fresno an engaged county, where all residents have access to quality housing that contributes to vibrant communities, and where all residents are empowered to achieve their educational and economic goals.
- **Fresno Housing’s Mission:** Create and sustain vibrant communities throughout Fresno County.
- **Fresno Housing’s Strategic Goals:** To accomplish its mission, the Agency focuses on four primary strategies as it works toward its broad, community-building mission:
 - o **Place:** Develop & expand the availability of quality affordable housing throughout the city & county of Fresno by growing & preserving appropriate residential assets & increasing housing opportunities for low-income residents.
 - o **People:** Respect community needs & knowledge - by listening, learning, and researching - & respond to issues compassionately, intelligently, & intentionally - by developing exceptional programs based on shared expectations.
 - o **Public:** Build support for housing as a key component of vibrant, sustainable communities through public information, engagement, and advocacy that promotes affordable housing & supports the advancement of Fresno's low-income residents.
 - o **Partnerships:** Collaborate to strengthen the Housing Authority's ability to address the challenges facing Fresno communities.

In keeping with its strategic plan, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the below noted services to the Agency. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

Section 1.02 Project Introduction

1.02.01 Notice

Fresno Housing (FH) is requesting proposals from licensed general contractors/construction managers for adaptive reuse, pre-construction and new construction associated with two (2) developments in the City and County of Fresno. Work shall include all professional fees, profit, overhead and general requirements, insurance and bonding, as set forth in the General Scope of Work, and in a condition acceptable to the FH.

Lot #1 is an existing 48-room converted motel and lobby building on a 2.6-acre lot known as Parkside Inn (aka Golden State Triage). The motel is located at 1415 West Olive Avenue, Fresno, CA 93728. The team plans to demolish the office, will rehab the existing structures, and construct new residential buildings.

Lot #2 will be a new construction of a modern multi-family residential housing complex on approximately 3.67 acres; the location is called San Joaquin (aka Colorado Gardens). The lot is currently empty vacant land and is located at the corner of 5th and W. Colorado Ave., San Joaquin, California, 93660. As part of the first phase of construction, the new development will include 51 apartment units and will be served by an approximately 3,800 square foot community building, outdoor amenities, parking facilities, on-site laundry facilities, energy efficient appliances, solar panels and drought resistant landscaping.

To qualify for consideration, the submitting firm must be prepared to provide the expertise, resources and personnel experienced in cost management, project control, pre-construction and construction techniques, scheduling and quality assurance throughout the planning, construction, and construction closeout phases of the project. The services to be performed by the GC/CM will have as their objective the efficient, economical and timely delivery of the project by managing the construction of the project within the time and cost limitations and within established quality requirements.

The Successful Proposer(s) shall be able to assist in the design of the residential units by utilizing pre-existing floor plans to which you have the legal rights, an in-house architect, and/or sub-contracting with an architecture firm.

The wage determination for this project will be Prevailing Wage rate. The type of prevailing wage rate will be defined later on for each project.

Section 1.03 Project Schedule

Fresno Housing anticipates pre-construction activities will begin as soon as a firm is selected. The Design team is on a very tight timeline dictated by California Tax Credit Allocation Committee regulations. The following is an anticipated schedule:

- Lot #1 (Parkside Inn) & Lot #2 (San Joaquin) Timeline:
 - Complete entitlements..... February, 2023
 - Submit Tax Credit Application..... June, 2023
 - Anticipated Tax Credit Award (180 days to closing)..... August, 2023
 - Have ‘substantially complete’ MEP design done..... July, 2023
 - Bid Ready Plan..... December, 2023
 - Final Sub-Contracting Bids Received..... February, 2024
 - Estimated Start of Construction..... March, 2024
- Request for Proposals Schedule

The following RFP schedule is tentative and subject to change.

 - Request for Proposals Issue Date..... January 5, 2023
 - Pre-Proposal Site Visit (voluntary)..... January 18, 2023
 - Deadline for Written Requests for Information..... January 26, 2023
 - Proposals due date..... February 23, 2023
 - Committee Evaluation..... Week of February 27, 2023
 - Potential Interviews..... March 6-17, 2023

Article 2 RFP Information at a Glance

Fresno Housing Contact Person (NOTE: Unless otherwise specified, any reference herein to “Contracting Facilitator” or “(CF)” shall be a reference to Marian Mikhael.)	For Proposal Questions: Marian Mikhael, Procurement Analyst E-mail: MMikhael@fresnohousing.org (559) 612-6621
How to obtain the RFP documents on the applicable internet site	1. Access http://ha.internationaleprocurement.com 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. If you have any problems in accessing or registering on the system, please call customer support at 1-866-526-9266.
Pre-Proposal Site visit STRONGLY ENCOURAGED, but not mandatory (Voluntary)	<p>Wednesday, January 18th, 2023 @ 9:00 AM PST</p> <p><i>We will visit both job sites, starting with Parkside Inn and then followed by San Joaquin. <u>Please note that they are roughly 30miles apart in distance, plan accordingly.</u></i></p> <p><u>Lot 1: Parkside Inn (sing will say “Golden State Triage Center”):</u> 1415 West Olive Avenue, Fresno, CA 93728</p> <p><u>Lot 2: San Joaquin</u> Corner of 5th and W. Colorado Ave. San Joaquin, California, 93660</p> <p>ALL CONTRACTORS TO FOLLOW COVID-19 PROTOCOLS AND CENTERS FOR DISEASE CONTROL (CDC) GUIDELINES DURING JOB WALK</p>
Deadline to submit questions	Thursday, February 2nd, 2023 @ 4:00 PM PST
How to fully respond to this RFP by submitting a proposal document	<p>1. In accordance with the RFP document, submit required financial information (pricing) where provided within the http://ha.internationaleprocurement.com</p> <p>2. Electronically: In accordance with <u>Article 5</u> of the RFP document, <u>Proposal submissions must be submitted electronically where provided within the noted Internet System</u> by no later than the submittal deadline stated herein. You will submit one (1) original signature copy electronically by the “Attach Documents” link on the noted internet system. <u>Please allow yourself enough time to register and submit your proposal. Proposals received after the published deadline will not be accepted.</u></p>

Proposal submission return and deadline: SUBMIT VIA INTERNET WEBSITE ONLY.	Thursday, February 23 rd , 2023 @ 4:00 PM PST *(The proposed costs AND the proposal must be entered within the aforementioned Internet site no later than 4:00 p.m. PDT on this date).
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Table A: RFP Information at a Glance

Article 3 Fresno Housing’s Reservation of Rights

Section 3.01 Right to Reject, Waive, or Terminate the RFP

The Agency reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.

Section 3.02 Right to Not Award

The Agency reserves the right not to award a contract pursuant to this RFP.

Section 3.03 Right to Terminate

The Agency reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).

Section 3.04 Right to Determine Time and Location

The Agency reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.

Section 3.05 Right to Retain Proposals

The Agency reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contact Person (CF).

Section 3.06 Right to Negotiate

The Agency reserves the right to negotiate the fees proposed by the proposer entity.

Section 3.07 Right to Reject Any Proposal

The Agency reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

Section 3.08 No Obligation to Compensate

The Agency shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

Section 3.09 Right to Prohibit

The Agency shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the ha.internationalprocurement.com Internet System (hereinafter, the “noted Internet System” or the “System”) and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CF in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.

Article 4 Scope of Work/Technical Specifications

Section 4.01 General Scope of Work

Lot #1 – Parkside Inn (Golden State Triage Center) – Adaptive Reuse/New Construction

This adaptive reuse, new construction and rehabilitation project listed above in 1.02.02 is a proposed conversion of an existing motel in Fresno, CA. Once completed, the project will meet all accessibility requirements consistent with local law and code requirements associated with a motel to multi-family conversion and TCAC regulations. The indoor community space will likely include a multi-purpose room, a community kitchen, and both management and services offices for tenants. The site will also provide a laundry facility as part of the community space available to tenants. There will be open space and patio seating space for outdoor activities. After the conversion to a multifamily property, it is anticipated the total number of units will be 64, including a manager’s unit.

Lot #2 – San Joaquin/ Colorado Garden’s – New Construction

This is a new construction project listed in 1.02.02 is currently an empty lot which will be constructed into a modern multi-family residential housing complex on approximately 3.67 acres. As part of the first phase of construction, the new development will include 51 garden style walk up apartment units ranging from one to four bedrooms. The new construction property will be served by an approximately 3,800 square foot community center building and will also be host to resident services, outdoor amenities, parking facilities, on-site laundry facilities, energy efficient appliances, solar panels and drought resistant landscaping. The project’s central community club house will contain a kitchen, a lounge, offices and a computer lab. Exterior amenities will include a 25,000 s.f. park and landscaped courtyards. Parking will consist of both on-site, a portion of which will be covered by carports, and street parking. The project will be stick-framed with a stucco exterior finish. Certain aspects, such as roofing material and interior finishes, are yet to be determined. The project will focus on energy conservation, with an emphasis on efficient windows and other shell measures. All energy will be sourced from the electrical grid and on-site renewables. Mechanical systems will be individual to each unit. This will be a two-phase project, it will be left to the discretion of FH to award the second phase to the same GCCM or go out for solicitation.

Section 4.02 General Contracting Services/Construction Management Services

The final scope of work of the General Contractor/Construction Management Services will be a combination of the drawings and specifications prepared by the design team and elements identified by the General Contractor. The goal is to partner the construction and design firms so as to ensure construction is done at minimal cost, and construction meets all relevant building standards. The selected firm will be expected to:

Lot #1 Parkside Inn – Adaptive Reuse/New Construction &**Lot #2 San Joaquin – New Construction**

4.02.01 Generally, the work is expected to include:

4.02.02 GC/CM firm to work with design team in preparation of plans and scope of work

4.02.03 Site preparation (including demolition for lot #1)

4.02.04 Construction of multi-family units;

4.02.05 Construction of associated amenities and infrastructure

4.02.06 Related right-of-way, public and private utility and landscape work, as required

4.02.07 To complete the General Contracting Services, the Contractor is expected to (as per contract):

4.02.08 Maintain a qualified, full-time superintendent, project coordinator and all necessary staff at the job site to coordinate, direct and manage the work

4.02.09 Manage all work in agreement with the Contracting Plan agreed upon with the Agency as part of the pre-construction services. Coordinate with the Agency on an as many as needed basis so as to minimize impacts to ongoing operations and street/pedestrian activity

4.02.10 Implement the Safety Plan and Quality Control Plan for all construction, in accordance with the plans developed during the pre-construction services phase.

4.02.11 Implement the Hazardous Materials Plan developed during the pre-construction services phase, if applicable.

4.02.12 Implement the Target Business Plan/Section 3 Plan developed during the pre-construction services phase.

4.02.13 Conduct weekly job meetings with FH and the design team.

4.02.14 Maintain the Construction Schedule, updating it monthly to monitor project progress, manage the work and track changes.

4.02.15 Make available all fixed pricing, including supporting materials and records, to FH. Provide monthly reports in format agreed to by FH of work progress as compared to estimated cost projections, scheduled work progress, and as a percent of project completion. Explain significant variations and provide information as requested by FH

4.02.16 Work with FH to establish and implement procedures for tracking, expediting and processing all submittals, change orders, and requests for information.

4.02.17 Review and process all applications for payment by sub-contractors and material suppliers in accordance with the terms of the contract. Review and resolve all subcontractors' and/or material suppliers' payment requests in accordance with the agreed upon Fixed Price Contract.

4.02.18 Resolve all disputes that may arise between sub-contractors and/or suppliers as a result of construction, in accordance with the agreed-upon Fixed Price Contract.

4.02.19 Obtain any necessary permits for construction. Permits and fees will be reimbursed by FH.

4.02.20 Manage the work so as to complete all construction work on time in accordance with the agreed-upon schedule and intermediate milestone(s).

4.02.21 Complete all construction work for an amount equal to the established Fixed Price Contract.

4.02.22 Maintain current, hard copies of record drawings, including documents produced by subcontractors. Submit as-built information to FH upon completion, both in hard copy and electronic CADD/PDF format.

4.02.23 Assist FH with audit of final cost report and supply all supporting documentation, as required by FH and/or funding sources.

Section 4.03 Certification Requirements

4.03.01 Provide proof of General Contractor's California contracting license.

Article 5 Proposal Format

Section 5.01 Tabbed Proposal Submittal

Tab No.	Description
1.0	Form of Proposal. This Form is attached hereto as document No. 2.0 to this RFP document. This one-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
2.0	Profile of Firm Form. The Profile of Firm Form is attached hereto as document No. 4.0 to this RFP document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.0	Proposed Services. As more fully detailed within Article 6 of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1	<p>As detailed within <u>Section 6.01</u>, the proposer's Demonstrated Understanding of the Agency's Requirements.</p> <ul style="list-style-type: none"> - <i>Agency and Project Requirements:</i> The proposer should explain their understanding of Agency and project requirements in a cover letter which should be a maximum of two pages in length. Reference should be made to the complexities of layered financing and federal regulations which dictate construction and development standards. - Describe both the firm's prior experience with target business participation plans (e.g. Section 3, MBE/WBE/DVBE, etc.) and the firm's job specific approach to increase participation and opportunity for disadvantage business concerns.

Tab No.	Description
3.2	<p>As detailed within <u>Section 6.01</u>, the proposer's Technical Approach. Describe firm's approach to completing the work under the proposed contract. Include the management strategies and value that your firm brings to the project. Include, at a minimum, a description of the following elements of your management plan:</p> <p>A contracting plan to explain how sub-contractors will be utilized to carry out the project completion. Self-performed work will not be allowed unless specifically approved by the owner.</p> <ul style="list-style-type: none"> - Explain how you will approach the bid process, value engineering, and constructability reviews to complete construction within the established Fixed Price Contract. Describe your approach to determining whether project changes are inside or outside the scope of the Fixed Price Contract. - Quality Control: Provide a description of your company's quality control program and describe how it will be implemented at the development sites. - Provide a one page preliminary baseline schedule showing how you will meet the schedule objectives outlined in this Notice, including proposed phasing and strategy. Describe your firm's monthly update procedures and how changes in the critical path are documented.
3.3	<p>As detailed within <u>Section 6.01</u>, the proposer's Technical Capabilities. Provide a brief narrative description of the firm's history and capabilities. Include:</p> <ul style="list-style-type: none"> - Annual volume figures for the last five years, current firm commitments, and current bonding capacity (aggregate and individual job limits). - Number of years in continuous operation; list names of all persons with ownership interest in the company and their titles, - Current company construction capabilities (types of work in which company specializes, preferred range of job size, unique areas of construction expertise). - Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a contract with the Owner.
3.4	<p>As detailed within <u>Section 6.01</u>, herein, the proposer's Demonstrated Experience in performing similar work and the proposer's Demonstrated Successful Past Performance. Evidence of most recent projects (5 minimum), including project construction budget award, number of change orders, and whether on time and on budget. Unique circumstances should be explained. Client information should be included to verify previous completions.</p>

Tab No.	Description
4.0	Managerial Capacity <ul style="list-style-type: none"> - Project Team. Describe the proposed project assignments and lines of authority and communication for each key team member to be directly involved in the project. Indicate the estimated percent of time these team members will be involved in the project. Include resumes for all individuals listed above including education, work history, length of tenure with the firm and relevant experience with similar projects. Provide reference contacts for proposed full-time individuals. - Capacity. As evidenced by annual volume figures for the last five years, current firm commitments, and current bonding capacity (aggregate and individual job limits), most recent financial statements (preferably audited) for your firm and a letter of intent from a surety company indicating your firm's ability to bond for the entire construction cost of the project.
5.0	Client Information. The proposer shall submit a list of three (3) former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: <ul style="list-style-type: none"> - The client's name - The client's contact name - The client's telephone number - A brief description and scope of the service(s) and the dates the services were provided.
6.0	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within Section 5.05 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned business).
7.0	Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
8.0	Section 3 Business Preference Documentation (Optional Item). For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Document 5.0 and any documentation required by that form.
9.0	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.

Section 5.02 No Information Placed Under a Tab

If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement to the effect of "No Information for This Section" or "This section left intentionally blank". DO NOT eliminate any of the tabs.

Section 5.03 Entry of Proposed Fees

The proposed fees shall be submitted by the proposer and received by the Agency where provided on the noted Internet System only. Do not submit, enter or refer to any fees or costs within the tabbed proposal submittal detailed within Section 5.01. Any proposer that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying not specifically agreed to by the Agency, etc.

To submit pricing, each project will be listed as a specific 'lot'. Contractors may submit a proposal for any and/or all lots. Evaluations and contract awards will be based on a lot by lot basis. It is possible for multiple proposers to receive a contract resulting from this RFP, or for a single proposer to be awarded multiple (or all) contracts resulting from this RFP.

General Contractor Profit, Overhead, General Conditions, Insurance and Bonding (total cannot exceed 14% of final hard cost figure)

The California Tax Credit Allocation Committee regulates the amount of profit a General Contractor can receive from a project. The follow paragraph is from the CTCAC regulations, June 16, 2021; Section 10327 c (3).

"Builder overhead, profit and general requirements. An overall cost limitation of fourteen percent (14%) of the cost of construction shall apply to builder overhead, profit, and general requirements, excluding builder's general liability insurance. For purposes of builder overhead and profit, the cost of construction includes offsite improvements, demolition and Regulations Section 10327 Page 80 of 99 site work, structures, prevailing wages, and general requirements. For purposes of general requirements, the cost of construction includes offsite improvements, demolition and site work, structures, and prevailing wages. Project developers shall not enter into fixed-price contracts that do not account for these restrictions, and shall disclose any payments for services from the builder to the developer."

For calculating the cost component of proposal, the hard cost for the project, including contractor overhead and profit, will be listed at \$2,000,000 (actual cost will vary). For bidding purposes, please list the percentage of general contractor profit and overhead you expect to gain from after the completion of the project. Scores will then be based on the derived dollar amount to determine anticipated GC/CM cost (e.g. 13% of \$2,000,000 = \$260,000. \$260,000 would be listed as the GC/CM's cost, and will be compared to other proposals to determine who has the most beneficial cost to the Owner). Contract values will be based on quoted percentage figures, rather than derived cost in Dollars.

The quantities listed below reflect estimated costs; actual quantities might vary:

Lot #1: Parkside Inn			
Item No.	Description	Quantity	Unit of Measure
1	Fee for Project Planning Phase (to include Constructability Evaluation and Value Engineering)	1	\$ Dollar Amount
Breakdown of Contractor Fees as % of Hard Cost			
2	Profit, Overhead and General Conditions, Insurance and Bonding	1	% of project.

Lot #2: San Joaquin			
Item No.	Description	Quantity	Unit of Measure
1	Fee for Project Planning Phase (to include Constructability Evaluation and Value Engineering)	1	\$ Dollar Amount
Breakdown of Contractor Fees as % of Hard Cost			
2	Profit, Overhead and General Conditions, Insurance and Bonding	1	% of project.

Additional Information Pertaining to the Pricing Items

5.03.01 Quantities

All quantities entered by the Agency herein and within the corresponding Pricing Items within the noted Internet System are for calculating purposes only.

5.03.02 Price Escalation

No escalation of pricing will be allowed during the term(s) of the contract.

Section 5.04 Equal Employment Opportunity/Supplier Diversity

Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

5.04.01 Per 2 CFR 200.321:

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

5.04.01.A The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

5.04.01.B Affirmative steps shall include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

5.04.02 Per HUD Procurement Handbook 7460.8 REV 2:

- Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the Agency shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in Agency contracting.
- Section 15.5.B, Goals. The Agency is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

5.04.03 Assistance to Small and Other Business, Required Efforts

Within our Agency Procurement Policy, it states that our Agency will:

- Include such firms, when qualified, on solicitation mailing lists;
- Encourage their participation through direct solicitation of bids or proposals whenever they are potential sources;
- Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establish delivery schedules, where the requirement permits, which encourage participation by such firms;
- Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- Include in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the

project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and

- Require prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

Section 5.05 Proposal Submission

All pricing **must** be entered where provided within the noted Internet System. **The “electronic” proposals must be submitted on the designated internet system by no later than the submittal deadline stated herein (or within any ensuing addendum). Due to ongoing concerns about COVID-19, the noted Internet System (International E-Procurement) has allowed proposers to attach their submissions (proposals) electronically instead of submitting hard copies. Proposers will choose to “Attach Documents” on the solicitation. This is where you will attach your submission documents. Proposers can edit their responses until one minute before the deadline.**

5.05.01 Submission Conditions

Do not fold or make any additional marks or notations on the documents to be submitted. Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

5.05.02 Submission Responsibilities

It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following Article 5, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CF to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

Section 5.06 Proposer’s Responsibilities, Contact with Fresno Housing

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CF only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to

abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who has not abided by this directive.

5.06.01**Addenda**

All questions and requests for information must be addressed in writing to the CF. The CF will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CF will NOT conduct any ex parte (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CF—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CF may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CF may more fairly respond to all prospective proposers in writing by addendum.

Section 5.07 Pre-Proposal Site Inspection

A pre-proposal walk will be held at the time listed below. We will start at lot1 - Parkside Inn and head to Lot 2 - San Joaquin right after. Note that there is a 30-mile commute in between, please plan accordingly.

January 18th, 2023 @ 9:00 AM PST

Parkside Inn (sign says Golden State Triage Center)

1415 W Olive Avenue, Fresno, CA 93728

San Joaquin

Corner of 5th and W. Colorado Ave. San Joaquin, California, 93660

ALL CONTRACTORS TO FOLLOW COVID-19 PROTOCOLS AND CENTERS FOR DISEASE CONTROL (CDC) GUIDELINES DURING JOB WALK

Section 5.08 Recap of Attachments

It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

Attachment	Description
1.0	This RFP Document
2.0	Form of Proposal
3.0	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.1	Form HUD-5369-C <i>Certifications and Representations of Offerors</i>
4.0	Profile of Firm Form
5.0	Section 3 Business Preference Explanation (New Rule; 24 CFR Part 75)
5.1	Section 3 Business Self-Certification Form (New Rule; 24 CFR Part 75)

Attachment	Description
6.0	Agency <i>Supplemental Instructions To Proposers & Contractors (SIPC)</i>
6.1	Sample AIA GC/CM Contract "A101-2017" (please note that this contract is being given as a sample only--the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
6.2	Sample AIA GC/CM Contract "A201-2017" (please note that this contract is being given as a sample only--the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
7.0	HUD-5370-C <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
8.0	HUD 5370, <i>General Conditions for Construction Contracts</i>
9.0	HUD 2530, <i>Previous Participation Certification</i>
10.0	Prevailing Wage Determination
10.1	Web Reference to Fresno County Locality General Prevailing Wage Determination
11.0	Parkway Inn - Golden State Triage Center Site Plan
12.0	San Joaquin - Colorado Gardens Site Plan

Article 6 Proposal Evaluation

Section 6.01 Evaluation Factors

Evaluation Factors. The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

No.	Max Point Value	Factor Type	Factor Description
1	15 points	Objective	The Proposed Costs submitted on the e-procurement website.
2	10 points	Subjective (Technical)	The proposer's Demonstrated Understanding of the Requirements.
3	30 points	Subjective (Technical)	The Appropriateness of the Technical Approach (including labor categories, estimated hours and skill mix) and the Quality of the Work Plan.
4	20 points	Subjective (Technical)	The proposer's Technical Capabilities (in terms of personnel, equipment and materials) and the Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).

5	25 points	Subjective (Technical)	The proposer's Demonstrated Experience in performing similar work and the proposer's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
Total	100 points		Total Points Possible (other than preference points)

Section 6.02 Preference Evaluation Factors

The following preference factors will be utilized by the CF to evaluate each proposal submittal received. Please note: proposers may elect only one category from the priorities below.

No.	Max Point Value	Preference Factor Type	Preference Factor Description
6	Section 3 Business Preference Participation. A firm may qualify for Section 3 status as detailed above and in the Section 3 Application (NOTE: A maximum of 15 points awarded).		
6a	15 points	Objective	Category 1. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.
6b	11 points	Objective	Category 2. Business is 51% or more owned and controlled by low or very low-income persons
6c	7 points	Objective	Category 3. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.
	15 points		Maximum Available Preference Points (Additional)

115	Total Possible Points
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Section 6.03 Evaluation Method

6.03.01 Initial Evaluation for Responsiveness

Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

6.03.02 Evaluation Packet

An evaluation packet will be prepared for each evaluator, including the following documents:

- Instructions to Evaluators;
- Proposal Tabulation Form;
- Written Narrative Form for each proposer;
- Recap of each proposer's responsiveness;
- Copy of all pertinent RFP documents.

6.03.03 Evaluation Committee

The Agency anticipates that it will select a committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed, the designated CF is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

6.03.04 Evaluation

The CF will evaluate and award points pertaining to Evaluation Factors No. 1 and 6 (the "Objective" Factors). The appointed evaluation committee, independent of the CF, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, and 5 (the "Subjective" Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CF.

6.03.05 Potential "Competitive Range" or "Best and Finals" Negotiations

The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case, within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

6.03.06 Determination of Top-Ranked Proposer

Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CF to determine the final rankings, which is typically forwarded by the CF to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.

6.03.07 Ties

In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

6.03.08 Notice of Results of Evaluation

If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

- Which proposer received the award;

- Where each proposer placed in the process as a result of the evaluation of the proposals received;
- Each proposer's right to a debriefing and to protest.

6.03.09 Restrictions

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

Article 7 Contract Award

Section 7.01 Contract Award Procedure

If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

7.01.01 Contract Execution Details

By completing, executing and submitting the Form of Proposal, Attachment 2.0, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the noted eProcurement System," including the contract clauses already attached as Attachments 6.0, 6.1, and 7.0. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published. Contract provision shown in the attached, such as delay days, are non-negotiable.

Section 7.02 Contract Conditions

The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

7.02.01 Contract Form

The Agency will not execute a contract on the successful proposer's form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments 6.0, 6.1) and by submitting a proposal, the successful proposer agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the successful proposer the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

7.02.02 More than One Award Possible

The Agency reserves the right to complete award to one firm only or to complete award to multiple firms. If award is made to more than one firm, such awards will be based on the Agency's opinion that a firm can offer the Agency greater value for a certain service area as detailed within the scope of work. The Agency reserves the right to make such decision at any time during the ensuing contract period(s) meaning, the Agency could initially make award to one firm only, then, at any time during the ensuing contract period(s), decide to make an additional award(s) if the Agency decides such is in its best interests to do so.

7.02.03 HUD Forms

Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

7.02.04 Assignment of Personnel

The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

7.02.05 Unauthorized Sub-Contracting Prohibited

The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CF. Any purported assignment of interest or delegation of duty, without the prior written consent of the CF shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CF.

Section 7.03 Contract Period

The Agency anticipates that it will initially award a pre-development contract in March, 2023 and GCCM contract prior to construction start. Contractual agreement is to last until the completion of the project (construction period is anticipated to last approximately 18 months to two years from Notice to Proceed).

Section 7.04 Licensing and Insurance Requirements

Prior to award (**but not as a part of the proposal submission**) the successful proposer will be required to provide (NOTE: Each of the following insurance coverage shall cover both the contractor and the temporary employee)

7.04.01 Workers Compensation Insurance

An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;

7.04.02 General Liability Insurance

An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;

7.04.03 Professional Liability Insurance

An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;

7.04.04 Automobile Insurance

An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

7.04.05 Builder's Risk Insurance

Before commencing work, the Contractor shall furnish the Owner with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s) is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the Owner as their interests may appear and each shall be named in the policy or policies as insured. The Contractor in installing equipment supplied by the Owner shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the Owner. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the Owner. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the Owner. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the Owner's existing fire and extended coverage policy can be endorsed to include such work.

7.04.06 City/County Business License

If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City or County of Fresno.

7.04.07 State Business License

If applicable, a copy of the proposer's license issued by the licensing authority allowing the proposer to provide the services detailed herein.

7.04.08 Profile of Firm Form

The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH or SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).

Section 7.05 Right to Negotiate Fees

The Agency shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CF successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

Section 7.06 Contract Services Standards

All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.