

**Sonoma Valley Fire District  
630 2nd Street West  
Sonoma CA 95476**

**REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AT RISK FOR THE  
KENWOOD FIRE STATION RENOVATION PROJECT  
("RFP")**

The Sonoma Valley Fire District ("District") is requesting submission of Proposals (together, "Response(s)") from firms, partnerships, corporations, associations, persons, or professional organizations qualified to be a Construction Manager at Risk ("CMAR(s)") to perform construction management and delivery services, including preparation and coordination of bid packages, scheduling, cost control, value engineering, evaluation, preconstruction services, and construction administration, in connection with the **Kenwood Fire Station ("Project,"** as further described in **Attachment No. 2**) pursuant to a construction manager at risk contract for a guaranteed project cost, as provided by the Sonoma Valley Fire District Charter. Responses must include the CMAR Qualifications Questionnaire attached hereto as **Attachment No. 1** and provide responses to all questions in this RFP.

All individuals, partnerships, joint ventures, corporations, or other recognized legal entities, that are appropriately licensed in California may submit a Response.

Entities that intend to submit a Response must:

- Be insured
- Hold a **Class B** Contractors License, which is current, valid, and in good standing with the California Contractors State License Board
- Be registered with the California Department of Industrial Relations.

**Responses.** Interested entities must submit one (5) paper copies to the Sonoma Valley Fire District's main office located at:

Sonoma Valley Fire District  
630 2nd Street West  
Sonoma CA 95476

**Questions.** Questions regarding this RFP must be in writing and directed only to **Jeff Katz** at [jeff@coargroup.com](mailto:jeff@coargroup.com) by the date indicated in the RFP Schedule. Entities are directed to **NOT** contact any other District person regarding this RFP. **ATTEMPTS BY AN ENTITY TO CONTACT ANY OTHER PERSON MAY RESULT IN DISQUALIFICATION.**

**Mandatory Site Visit.** There shall be a mandatory site visit on the date and at the time indicated in the RFP Schedule. All Entities that intend to submit a Response must attend the site visit. Failure of any Entity to attend the mandatory site visit shall be grounds for the District to deem the Entity's Response non-responsive and will be rejected.

**RFP Addenda.** If the District issues addenda to this RFP, Entities are solely responsible for and must acknowledge receipt of addenda in the Entity's Response. Failure to acknowledge and respond to any addenda issued by the District may, in the District's sole discretion, render the Entity's Response to be deemed non-responsive and may be rejected.

**List of Attachments.** The following attachments are part of this RFP:

<b>Number</b>	<b>Title</b>
Attachment No. 1	CMAR Qualifications Questionnaire
Attachment No. 2	Scope of Work – Description of Project
Attachment No. 3	District’s Scoring for CMAR
Attachment No. 4	Subcontractor Requirements
Attachment No. 5	Certifications

**RFP Schedule.** The District has set the following RFP Schedule. All Entities must adhere to this RFP Schedule. The District will issue an addendum if the RFP Schedule is to be modified.

<b>Event / Occurrence</b>	<b>Date / Deadline</b>
District Issues RFP	June 16, 2026
Mandatory Site Visit	<b>10:00 A.M.</b> , June 24, 2026
Deadline for Entities to submit questions regarding this RFP	July 2, 2026, by 5:00 P.M.
District to respond to Entities’ questions regarding this RFP	July 10, 2026, by 5:00 P.M.
<b>Deadline for Entities to submit Responses</b>	<b>2:00 P.M., July 24, 2026</b>
District to interview qualified Entities ( <b>optional</b> )	Week of August 3, 2026
District to perform reference checks of qualified Entities ( <b>optional</b> )	Week of July 27, 2026
District’s Council award of CMAR agreement	August 11, 2026

Thank you for your interest in working with the Sonoma Valley Fire District.

**1. General Information.**

**1.1. Construction Management Services.** The District invites qualified Entities to submit a Response showing the Entity’s qualifications and ability to provide the Services, as more fully indicated herein. Entities must have extensive experience with the California Building Standards Code (California Code of Regulations, Title 24) and the incorporated and/or applicable provisions of the Uniform Building Code and the International Building Code, Seismic Safety Act, and the Americans with Disabilities Act. Entities must have extensive experience with the statutes and regulations pertaining to public agency public works, working with architects, contractors and other related consultants, and establishing project scope, project budgets, and bidding procedures under both the Public Contract Code’s formal bidding process and under alternative construction delivery methods. **Entities should be specifically familiar with the Construction Manager At Risk delivery method and the construction of fire station and/or essential service facilities.**

**Site Investigation.** Each Entity is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise, that may affect cost, progress, performance, or furnishing of work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Entity and safety precautions and programs incident thereto or that Entity deems necessary to complete its Response for performing and furnishing the Project in accordance with the time, price, and other terms and conditions of the Contract. On request and subject to certain terms and conditions as determined by District. District will provide each Entity access to the site to conduct such examinations, investigations, explorations, tests, and studies, as each Entity deems necessary for submission of a Response. Entity must fill all holes and clean up and restore the Site to its former condition upon completion of any exploration, investigation, test, and studies.

- 1.2. Scope of Services.** The scope of services for the awarded CMAR (“Services”) are set forth in **Attachment No. 2**. The awarded CMAR must provide at least the preconstruction phase services for the Project as set forth in **Attachment No. 2**. Should the Project advance into the construction phase, the CMAR shall provide all other services for delivery, construction, and commissioning of the Project. The following pertain to the Services and requirements for all Responses:
- 1.2.1.** All Services and deliverables shall be rendered in compliance with the terms and conditions set forth in the District’s Sample Project Manual and Contract, attached hereto as Attachment No. 6.
  - 1.2.2.** All hourly rates and/or charges for Services shall be fully-loaded and inclusive of all expenses that will be charged to the District, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc.
  - 1.2.3.** Preconstruction Services shall be priced separately from the Construction Services.
  - 1.2.4.** CMAR shall comply with the subcontractor procurement terms and conditions set forth in Attachment No. 4 (“Subcontractor Requirements”).
  - 1.2.5.** After the completion of the Preconstruction phase, all other Project phases are contingent on a variety of subsequent factors, including availability of funding, and are subject to postponement, suspension, and/or cancellation and are not guaranteed. District reserves the right in its sole discretion whether to proceed with and initiate any other phase of the Project or the CMAR agreement. Services may be required over the course of approximately two (2) years total. (Six (6) months of design and permitting, One (1) year of construction and six (6) months to close Project).
- 1.3. Labor Code Compliance**
- 1.3.1. REGISTRATION PURSUANT TO LABOR CODE SECTION 1725.5 REQUIRED.** All Entities and contractors submitting on this Project must be currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 1725.5. Submitters must submit proof of current registration by contractor and all listed subcontractors as a condition of submittal on this Project, subject only to the allowances of Labor Code section 1771.1.
  - 1.3.2.** No contractor or subcontractor may be listed on a bid proposal for public works project unless registered pursuant to Labor Code section 1725.5, unless as permitted in strict accordance with Labor Code section 1771.1(a)]
  - 1.3.3.** No contractor or subcontractor may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  - 1.3.4. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The selected CMAR must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the proposed Contract.**
  - 1.3.5.** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at District’s office and are deemed included in this solicitation. Upon request, District will make copies available to any interested party. CMAR shall post the applicable prevailing wage rates at the subject site, in addition to all other job site notices prescribed by regulation.
- 1.4. Substitution of Securities.** District will permit the awarded CMAR to substitute securities for retention monies withheld to ensure performance of the Contract, in accordance with California Public Contract Code, Section 22300, and subject to execution of an escrow agreement for in lieu of retention, in form approved by District.

2. **CMAR’s Statement of Qualifications and Proposal.** Responses must be concise and well-organized, and shall be no longer than the equivalent of forty-five (45) single-sided pages, on 8½” x 11” paper, inclusive of résumés, forms, and pictures. Each Response shall be numbered, tabbed and organized according to the structure reflected below and include the following subject matters and information:

2.1. **Table of Contents.** A table of contents of the material contained in the Response according to the structure reflected below and the corresponding page number for each subject matter.

2.2. **Letter of Interest.** A brief, dated Letter of Interest must be submitted, including the legal name of the Entity, address, telephone, emails, and the name, title, and signature of the person authorized to submit the Response on behalf of the Entity.

2.3. **Executive Summary.** An executive summary that outlines the following:

2.3.1. A brief statement of the Entity’s history, and, if a joint venture, that of each participating entity;

2.3.2. A brief summary of the Entity’s qualifications; and

2.3.3. A brief explanation of the Entity’s approach and philosophy to preconstruction and construction of major facilities projects, especially with focus on public projects.

2.4. **CMAR Qualification Questionnaire.** A fully completed CMAR Qualifications Questionnaire attached hereto as **Attachment No. 1**. Failure to submit a completed CMAR Qualification Questionnaire shall result in the Entity’s Response being deemed non-responsive.

2.5. Description of the Entity’s experience, expertise, and ability to perform the Services listed in Attachment No. 2.

2.6. **PRICING**

The District’s current estimates for the Direct Cost of the Work for the Construction is **\$8,000,000.00**, which does include the CMAR’s profit, overhead and general conditions.

All pricing for: 1) the Preconstruction Phase; 2) CMAR’s General Conditions during the Construction Phase; and 3) CMAR’s Fee during the Construction Phase, shall be inclusive of all of CMAR’s profit and all costs that might be expended in pursuit of performing the Services respective to those Phases, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses, insurance, incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the Services or the Project.

2.6.1. **Preconstruction Services**

2.6.1.1. Provide the hourly rate and all other costs for the Preconstruction Services set forth in Attachment No. 2, and a proposed not to exceed (“NTE”) amount for each category of Preconstruction Services:

Design Development Document Estimate	\$___/hr; NTE: \$_____
Construction Document Phase	\$___/hr; NTE: \$_____
<b>Total Preconstruction Phase Services</b>	<b>NTE \$_____</b>

2.6.1.2. Optional Preconstruction Services. Provide the hourly rates for optional, additional Preconstruction Services, should said services be requested by the District. Include any other costs that may be charged for such additional preconstruction services.

Project Manager (hourly rate)	\$ _____
Constructability Reviewer (hourly rate)	\$ _____
Estimator (hourly rate)	\$ _____
Scheduler (hourly rate)	\$ _____
[Other (please specify)] (hourly rate)	

**2.6.2. Construction Services. For convenience, a Table for proposed Construction Services costs/prices is listed below.**

2.6.2.1. General Conditions for Construction: Provide the cost for CMAR’s provision and compliance with the General Conditions under the Agreement (includes labor costs, equipment costs, materials costs, non-OCIP insurance costs, bond costs, temporary utilities, temporary facilities and other miscellaneous project costs) and not included in the Direct Cost of the Work amount and the Construction Phase Services Fee (i.e., Contractor Fee) amount. Upon award, this General Conditions cost amount shall be stated as a fixed, lump sum total amount.

<p><b>Total of Entity’s cost for its Project Construction General Conditions</b>, as a single lump sum amount. Do <b>not</b> list this amount as a percentage of Project costs.</p> <p>Entity should base this on the Direct Cost of Work (i.e., construction hard cost) estimate (above) and on the Project description</p> <p><b>If awarded, Entity agrees that the above cost amount will be held until and used if construction phase is elected.</b></p>	\$ _____
Labor Costs	\$ _____
Materials	\$ _____
Equipment	\$ _____
Temporary Facilities	\$ _____
Insurance/Bonds	
[Other] (e.g., Subcontractor bond or subcontractor default insurance costs)	\$ _____

2.6.2.2. Contractor Fee: Fee for Construction Phase, to be stated as a percentage of the Direct Cost of the Work. [This does not include the direct cost of construction (Direct Cost of the Work), but shall cover all the CMAR’s other costs associated with providing its Services (excluding General



documents, issues arising from a lack of coordination among and within the subcontractors' bid packages, and for any construction phase changes arising from subcontractors' performance (if approved by District). The CMAR shall return any unused portion of this contingency and any other Project savings to the District as part of the final Pay Application. Any other costs, including those incurred due to conflicts and ambiguities in the contract documents, any issues arising from a lack of coordination among and within the subcontractors' bid packages, and for any construction phase changes arising from subcontractors' performance, in excess of the stated contingency shall be borne by the CMAR , and not the District, under the Contract.

Proposed Contingency: Percent \_\_\_\_ % (of Direct Costs of Work and General Conditions amounts)

**2.7. Entity’s Past Project Experience.** List up to 5 projects projects in which Entity has participated as the prime contractor during the past five (5) years that are equivalent in scope and/or construction value. In addition, Responses must include the specified information for the following types of projects completed within the last five (5) years:

- All projects in which Entity performed as a construction manager at risk;
- All projects that were Fire Stations or similar Public Safety Buildings/Essential Service facilities

Include all information indicated below on separate pages as necessary and explain or clarify any response as necessary.

Project name/identification:
Project address/location:
Project owner, contact person, and telephone:
Project architect name and telephone number:
Whether the project was a CMAR project, a design-build project or another alternative (not design-bid-build project), and Entity’s role in that project
If Entity was a subcontractor, name of general contractor and telephone number:
Scope of work:
Contracted completion date:
Date completed:
Initial contract amount (as of time of bid award):
Final contract amount:

**2.8. Proposed Personnel/CMAR Team.** Provide the resumes of key personnel and subconsultants who would be performing Services for this Project. Once the Entity establishes its team, the District expects the same team to start and finish the Project, or in so far as each team member’s responsibilities carry them on the Project. Entity shall provide the following:

- 2.8.1.** Specifically define the role of each key person and describe individual experience and responsibilities. Indicate whether any key personnel will be limited to any particular Project stage (preconstruction, construction, or otherwise).
- 2.8.2.** Indicate all key personnel who will serve as primary contact(s) for the District, and their availability.
- 2.8.3.** Resumes of key personnel shall show Project-relevant and other experience in CMAR projects, as well as the length of employment with Entity.
- 2.8.4.** Indicate where the project managers and key personnel will be physically located.

**2.9. Schedule.**

- 2.9.1.** Discuss the Entity’s ability to prepare and meet achievable construction schedules for construction projects, Entity’s schedule management procedures, and how the Entity has successfully handled potential delays.
- 2.9.2.** Provide a preliminary construction schedule for the Project, indicating significant milestones, all critical path items, and durations for scopes of work. The District understands that the design is not finalized, and the selected Entity will have design input that might affect the Project schedule. The Entity’s proposed preliminary schedule shall be based on the information available in this RFP.

**2.10. Entity’s Current Work Commitments/Project Limitations.**

- 2.10.1.** Specify the current and projected workload of Entity for the next two (2) years. If applicable, provide a statement of all recent, current, or anticipated contractual obligations that may have a potential to impede Entity’s ability to provide the Services

described herein to the District.

- 2.10.2.** Indicate any limitations or surety restrictions related to the size of Project that Entity can contract for and can effectively perform.
- 2.11. Cost Savings / Value Engineering.** The District is seeking a CMAR that has direct experience and/or aptitude to “value engineer” or analyze a project’s plans, components, and features, and find more efficient and cost-effective methods or alternatives. Describe the Entity’s background, experience, and prior-project track record with regard to value engineering. If any, propose potential suggestions, recommendations, alternatives or other valuation determinations that the Entity anticipates for the Project.
- 2.12. Budget.** Discuss the Entity’s ability to manage costs and stay within budget on comparable projects.
- 2.13. Insurance Information.** Provide all information regarding the Entity’s insurance carrier including name, address, broker and broker’s contact information, rating, and those limits for categories of liability of insurance required under the Contract to be provided.
- 2.14. Bonding Information.** Provide all information for the Entity’s bonding company, including name, address, broker and broker’s contact information, and Entity’s total bonding capacity. The selected CMAR will be required to obtain sufficient bonding to cover the full amount of the Contract, and all such bonds shall be in form as required by District. No performance or materials bond or other security is required with any Response. However, when awarded the Construction Phase portion of the Project, a 100% performance bond and a 100% payment bond will be required, the costs of which are to be included in the CMAR’s General Conditions price amount.
- 2.15. Environmental.** Describe the Entity’s experience and ability to ensure that it can perform construction activities in an environmentally responsible manner.
- 2.16. Safety.** Discuss the Entity’s safety program, the content and frequency of its safety meetings, the basis for its current EMR number, its Injury and Illness Prevention Program and who the Entity’s safety officer would be and his/her qualifications for that position.
- 2.17. CMAR Contract.** The proposed Project Manual and Contract (“Contract”) for the selected CMAR will be provided via addenda. Entities must be willing to provide the required insurance and accept the terms and conditions of the proposed Contract. Responses submitted shall include a statement that (i) the proposer has reviewed the sample Contract and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the Response. An entity taking exception to the District’s proposed Contract must also provide alternative language for those provisions to which exception is taken. Any exceptions or changes requested to the Contract may constitute grounds to reject the proposal. **PLEASE NOTE: The District will not consider any exceptions to the Contract if they are not submitted by the Response due date.**
- 2.18. Entity’s Approach to Work.** Describe how the Entity intends to work with District’s project representatives and staff to perform the Services. Describe how the Entity intends to develop management techniques and responses related to critical deadlines, chain supply constraints, and labor shortage.
- 2.19. Collaboration/Remote Coordination.** Describe how the Entity would engage collaboratively to complete the Project with a geographically dispersed team. Provide Entity’s experience with working on Projects where team members were not centrally located in one geographic area.
- 2.20. Specialty Subcontractors.** Identify the subcontractor(s) from which the Contractor intends to request bids as subcontractor(s) on the Project. These subcontractors may need to satisfy qualification criteria in addition to criteria that all subcontractors must satisfy. Specialty subcontractors, include, but are not limited to, electrical, mechanical, and plumbing.

- 2.21. **Scope(s) of Potential Self-Performed Work.** Describe the scopes of work and estimated percentages of the Services that Entity may, or intends, to perform with its own forces and not subcontract.
- 2.22. **Conflict of Interest.** Provide a statement of any recent, current, or anticipated contractual obligations or other relationships that may have a potential to conflict with the Entity. The District reserves the right to reject a CMAR if any conflict of interest exists.
- District has retained COAR Design Group, as its Architect for the Project. All Responses shall disclose and provide detail regarding all Entity, Entity-affiliate, or any Entity subcontractor's work with or involving COAR Design Group or any affiliate thereof.
- 2.23. **References.** Include three to five letters of references or testimonials, if available.
- 2.24. **Additional Information.** Provide additional information about the Entity as it may relate to the Project and Entity's Response.
3. **District's Evaluation / Best Value Selection Process.** The District shall evaluate Responses based on a best value determination.
- 3.1. **Criteria for Best Value Selection Process.** The District wishes to retain a CMAR that has the experience, management and personnel plan, financial strength, safety plan, and expertise to deliver the Project within a proposed schedule and for a price that is the best value to the public within an established budget. The District reserves the right to choose any Entity for any Project. The Entity will be selected based on qualifications and criteria as set forth herein. The District reserves the right to select the Response which in its sole judgment best meets the needs of the District and the right to reject all bids. ***The lowest proposed cost is not the sole criterion for recommending contract award.***
- 3.2. **Scoring.** The following table indicates how the District will score Steps 1 – 3. The scoring and criteria for Steps 1-3 are included in Attachment No. 3 to this RFP. Only Entities that receive the minimum qualification points as required at each step will move to the next step. The District may, at its sole discretion, conduct interviews and check references, for some or all of the Entity(s) that submit a Response.

<p><b>STEP 1: Scoring of Response</b></p>	<p><b>Minimum points required in STEP 1 for Entity to proceed to STEP 2 is as follows:</b></p> <p><b>RFP Questions: <u>240</u></b></p> <p><b>CMAR Qualification Questionnaire: <u>120</u></b></p> <p>Total maximum possible points at the end of STEP 1 is <b><u>240 + 120 = 360</u></b></p> <p><b>The District will only interview Entities (if it conducts interviews) that have the required minimum score after STEP 1.</b></p>
<p><b>STEP 2: Scoring of Interviews (optional)</b></p>	<p>The District, <b><u>at its discretion</u></b>, may elect to forego conducting interviews. If the District conducts interviews, then additional points may be awarded and the following shall apply:</p> <p><b>Minimum points derived from STEP 2 for Entity to proceed to STEP 3: <u>140</u>.</b></p> <p>Total maximum possible points from an Interview is <b><u>180</u>.</b></p> <p><b>The District will only contact references (if it conducts reference checks) that have the required minimum score after STEP 2.</b></p>

<b>STEP 3: Scoring of Reference Checks</b>  <b>(optional)</b>	<p>The District, <b>at its discretion</b>, may elect to forego conducting reference checks. If the District conducts reference checks, then additional points may be awarded and the following shall apply:</p> <p>Total maximum possible points at the end of STEP 3 is <b>115</b>.</p>
<b>STEP 4: Scoring of Price Proposal</b>	<p>Upon concluding the above, the Price Proposal portions will be evaluated.</p> <p>In order to calculate a price for the Construction Phase Services (Preconstruction Services + General Conditions + Contractor Fee + Contingency), the Price shall be expressed in dollars. To this amount the Not to Exceed amount proposed for the preconstruction services will be added, to achieve a final Total Price for evaluation purposes. The Total Price will be divided by the average of the Total Quality Points, to obtain the Cost Per Unit of Quality for each proposer.</p> <p><math display="block">\frac{\text{Total Price in Dollars}}{\text{Total Quality Points}} = \text{Cost Per Unit of Quality}</math></p> <p>An example is provided in Attachment 3.</p>

<b>SELECTION OF SUCCESSFUL ENTITY</b>
<p>The Cost/Unit Quality figures will be compared and the Proposer with the <b><u>lowest Cost Per Unit of Quality</u></b> from STEP 4 shall be deemed the best-value Proposer.</p>

- 3.3. **Notification.** Entities that do not receive the required minimum score from STEP 1, may request in writing a debriefing.
- 3.4. **Best Value; Tie Breaker.** In the event of a tie, District reserves the right to select the Response which, in the District’s sole discretion, is determined to provide best value to the public, based on superior construction services relative to price as compared to the other Response receiving a tied score.

**4. General Requirements**

- 4.1. Any Entity submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the evaluation committee, any member of the District Council, or any employee of the Sonoma Valley Fire District, with regard to a proposal or this RFP. Any party attempting to influence the RFP process through ex-parte contact with any District staff or officials, except as explicitly allowed in this RFP may be subject to disqualification and rejection of their Response. During the evaluation of the Responses, contact shall only be through the District individual identified in this RFP.
- 4.2. The District reserves the right to reject any Response as non-responsive, and to not enter into contract with any Entity for the Services described herein or with regard to the Project. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Responses from or to contract with any Entity not participating in this RFP. The District shall in no event be responsible for the cost of preparing any Response. The District reserves the right to adjust the structure of the Project(s) and to request an Entity provide additional pricing information, fee(s) for preconstruction or construction services, etc., for the Project or a phase within the Project.
- 4.3. Protests. Any and all protests must be in writing and must comply with the timelines and procedures [set](#) forth below (“Protest”).

- 4.3.1. All protests shall be in writing, addressed to the **Fire Chief** received no later than 5:00 p.m. on the five (5) business day following the determination of the best value Response (“Protest Deadline”). Protests can be e-mailed directly to **Bob Norrbom** **BobN@sonomavalleyfire.org**.
  - 4.3.2. **Eligible Protestors.** The party submitting the protest must have submitted a Response. A subcontractor of a party submitting a Response may not submit a Protest. A bidder may not rely on the Protest submitted by another bidder, but must timely pursue its own protest.
  - 4.3.3. **Contents of Protest.** The Protest must be specific and contain a complete statement of the factual and legal grounds for the protest and include all supporting documentation. Material submitted after the Protest Deadline will not be considered. The Protest must include the name, address, telephone number, and email address of the person representing the protesting party, if different than the protesting party.
  - 4.3.4. **Notification of Protest.** By or before the Protest Deadline, the party submitting the Protest must transmit the Protest by email or personal delivery to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the Protest.
  - 4.3.5. **Responses to Protest.** The protested bidder may submit a written response to the Protest. This response must be submitted to the District no later than 5 p.m. on the second (2nd) business day following the Protest Deadline. The response must include all supporting documentation, and any late material will not be considered. The response must include the name, address, telephone number, and email address of the person representing the responding party, if different than the responding party.
  - 4.3.6. **Notification of Response.** By or before the deadline for submitting a response to the Protest, the responding party must transmit the response to the Protest by email or personal delivery to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the Protest.
  - 4.3.7. **District Decision on Protest.** District staff shall review all timely Protests prior to formal award of the contract for the Project. District staff will deliver a written response to the Protest via personal delivery or email, either accepting or rejecting the Protest and stating the reasons for the actions taken, within ten (10) business days of the Protest Deadline.
  - 4.3.8. **Appeal to District Board.** An appeal of District staff’s decision on the Protest may be made by the protesting or responding party to the District Board by filing a written notice of appeal within two (2) business days after the District delivers notice of staff’s decision regarding the Protest. If an appeal is timely filed and subsequently has not been withdrawn by the protesting bidder, the Board shall consider the Protest at a noticed, public meeting. The Board may hear the Protest as part of its consideration of the award of the contract to which the Protest relates or may hear the Protest as a separate item, provided that the Board shall decide the Protest prior to awarding the contract, unless the Board exercises its discretion to reject all bids.
  - 4.3.9. **Waiver of Irregularities.** The District reserves the right, acting at its sole discretion, to waive any bid irregularity not materially affecting the bid, except where such waiver would give the best value bidder an advantage or benefit not allowed other bidders.
  - 4.3.10. **Rejection of All Bids.** Nothing in this section shall be construed as a waiver of the Board’s right to reject all bids.
  - 4.3.11. **Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the Bidder’s sole and exclusive remedy in the event of a Protest. The Bidder’s failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Protest, including filing of a challenge of the award pursuant to the any applicable provisions of the California Public Contract Code, the filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 4.4. All Responses will become the property of the District and subject to the California Public Records Act (Government Code section 7920.000 et seq). Pursuant to the California Public Records Act, District will in general make available to the public all Responses, all correspondence and written questions submitted during the solicitation period, all submissions opened in accordance with the procedures of this RFP, and all subsequent submittal evaluation

information, subject to timing and negotiations conditions as stated herein and allowed by applicable law. Except as otherwise required by law, District will endeavor to not disclose trade secrets or proprietary financial information submitted that has been expressly designated confidential by an Entity. Any such trade secrets or proprietary financial information that an Entity believes should be exempted from disclosure shall be specifically identified and marked as such. The District will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Entities are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Entities are advised that the District does not wish to receive confidential or proprietary information and Entities are not to supply such information except when it is absolutely necessary. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. 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 a Court.

Attachment No. 1

CMAR Qualifications Questionnaire

<b>Construction Manager at Risk (“CMAR” or “ENTITY”) INFORMATION</b>		
CMAR’s legal entity name:		
Years in business under current company name:		
Types of work performed with own forces:		
Gross revenue of the Entity for the past three (3) years:		
\$	\$	\$
<i>Submit in a separate sealed envelope an audited or reviewed financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.</i>		
Name of license holder exactly as on file with the California Contractor State License Board:		
Contractors State License Board (CSLB) License classification(s):		
CSLB License Number(s):		
CSLB License expiration date(s):		
Department of Industrial Relations (DIR) Registration Number:		
Responsible Managing Officer (RMO) or Employee (RME) for CMAR:		
Number of years CMAR has done business in California under contractor's license law:		
Number of years CMAR has done business in California under CMAR's <b>current</b> license number:		
Has your Entity changed name(s) or license number(s) in the past five (5) years? ( Y / N ). If “yes”, explain on a separate signed sheet, including the reason for the change.		
Has there been any change in ownership of the Entity at any time in the past five (5) years? <b>NOTE:</b> A corporation whose shares are publicly traded is not required to answer this question. ( Y / N ). If “yes”, explain on a separate signed sheet, including the reason for the change.		
Is the Entity a subsidiary, parent, holding company, or affiliate of another construction entity? <b>NOTE:</b> Include information about other entities if one entity owns ten percent (10%) or more of another, or if an owner, partner, or officer of your Entity holds a similar position in another entity. ( Y / N ). If “yes”, explain on a separate signed sheet, the name of the related company(ies) and the percent ownership.		
Indicate the form of CMAR’s entity (type of business entity): (e.g., corporation, , LLC , Joint Venture, etc.):  _____		

List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for the CMAR's type of entity. For joint ventures, include this information for each entity in the joint venture and the percent ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Name	Position	Years with Co.	% Ownership

Identify every construction firm, contractor and/or construction management entity that the CMAR or any person listed above has been associated with (as officer, general partner, limited partner, owner, RMO, RME etc.) at any time during the **past five (5) years** ("Associated Entity"). NOTE: For this question, "owner" and "partner" refers to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation. Include all additional information on separate signed sheets as needed.

Name of Person at Associated Entity	Name of Associated Entity	CSLB No. for Associated Entity	Dates of Person's Participation

### PASS/FAIL QUESTIONS

1.	Does your Entity currently have a Workers' Compensation Insurance policy as required by California law? <p style="text-align: center;">(Please circle one)</p>	YES NO NO = cannot qualify
2.	Does your Entity currently hold all contractors' license(s) necessary to perform the work and have those license(s) been consistently active for at least five (5) years without revocation or suspension? <p style="text-align: center;">(Please circle one)</p>	YES NO NO = cannot qualify
3.	Has your Entity or an Associated Entity been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or bidding on work for any public agency within California within the past five (5) years? <p style="text-align: center;">(Please circle one)</p>	YES NO YES = cannot qualify
4.	Has your Entity or an Associated Entity defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so and if challenged, has that default or termination been upheld by a court or an arbitrator? <p style="text-align: center;">(Please circle one)</p>	YES NO YES = cannot qualify
5.	Has your Entity or an Associated Entity or any of their owners or officers been, within the past ten (10) years, convicted of a crime under federal, state, or local law involving: (1) Bidding for, awarding of, or performance of a contract with a public entity; (2) Making a false claim(s) to any public entity; or (3) Fraud, theft, or other act of dishonesty to any contracting party? (Please circle one)	YES NO YES = cannot qualify
6.	Has a performance bond surety for your Entity or a performance bond surety for an Associated Entity had to: (1) Take over or complete a project, (2) Supervise the work of a project, or (3) Pay amounts to third parties, related to construction activities of your Entity or an Associated Entity within the past five (5) years? <p style="text-align: center;">(Please circle one)</p>	YES NO YES = cannot qualify



**If you answered: "NO" to questions 1-2 or "YES" to questions 3-6, then STOP.  
You are not eligible to bid on this contract.**

### SCORED QUESTIONS

1.	<p>Has your Entity paid liquidated damages pursuant to a contract for a project with either a public or private owner within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate page(s) the project name(s), damages(s), and date(s).</p>	<p><u>YES</u> <u>NO</u></p>
2.	<p>Has your Entity paid a premium of more than one percent (1%) for a performance and payment bond on any project(s) within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate page(s) the project name(s), the premium amount(s), and date(s).</p>	<p><u>YES</u> <u>NO</u></p>
3.	<p>Has any insurer had to pay amounts to third parties that were in any way related to construction activities of your Entity within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate page(s) the project name(s), the amount(s) paid, and date(s).</p>	<p><u>YES</u> <u>NO</u></p>
4.	<p>Has any insurer, for any form of insurance, refused to renew the insurance policy for your Entity within the past five (5) years?</p> <p style="text-align: center;">If YES, explain and indicate on separate page(s) the form of insurance and the year and basis of the refusal.</p>	<p><u>YES</u> <u>NO</u></p>
5.	<p>Has your Entity's Workers' Compensation Experience Modification Rate exceeded 1.0 at any time for the past five (5) premium years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate page(s) the EMR(s) and the applicable date(s).</p>	<p><u>YES</u> <u>NO</u></p>
6.	<p>Has there been a period when your Entity had employees but was without workers' compensation insurance or state-approved self-insurance within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate page(s) the reason(s) for not having this insurance and the applicable date(s).</p>	<p><u>YES</u> <u>NO</u></p>
7.	<p>Has your Entity declared bankruptcy or been placed in receivership within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate page(s) the type of bankruptcy, the Entity's current recovery plan, and the applicable date(s).</p>	<p><u>YES</u> <u>NO</u></p>
8.	<p>Has your Entity been denied bond coverage by a surety company, or has there been a period of time when your Entity had no surety bond in place during a public construction project when one was required within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, provide details on a separate page indicating the date(s) when your Entity was denied coverage and the name of the company or companies which denied coverage; and the period(s) during which you had no surety bond in place.</p>	<p><u>YES</u> <u>NO</u></p>
9.	<p>Has a project owner filed claim(s) in an amount exceeding \$50,000 against your Entity, or has your Entity filed claim(s) in an amount exceeding \$50,000 against a project owner in the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate page(s) the project name(s), claim(s) and the date(s) of claim(s).</p>	<p><u>YES</u> <u>NO</u></p>
10.	<p>Has your Entity or an Associated Entity been cited and/or assessed any penalties for non-compliance with state and/or federal laws and/or regulations, including public bidding requirements and Labor Code violations, within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, indicate on separate page(s) the project name(s), violation(s), and date(s) of citation(s) and/or assessment(s).</p>	<p><u>YES</u> <u>NO</u></p>

11.	<p>Has your Entity been cited and/or assessed penalties by the Environmental Protection Agency, any air quality management district, any regional water quality control board, or any other environmental agency within the past five (5) years?</p> <p style="text-align: center;">(Please circle one)</p> <p>If YES, indicate on separate page(s) the project name(s), violation(s), and date(s) of citation.</p>	<p><u>YES</u> <u>NO</u></p>
12.	<p>Has CAL OSHA and/or federal Occupational Safety and Health Administration cited and assessed penalties against your Entity, including any “serious,” “willful” or “repeat” violations of safety or health regulations within the past five (5) years?</p> <p style="text-align: center;">(Please circle one)</p> <p>If YES, indicate on separate page(s) the project name(s), violation(s), and date(s) of citation. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.</p>	<p><u>YES</u> <u>NO</u></p>
13.	<p>Has your Entity been cited for violations of the Contractor’s State License Law (Business and Professions Code § 7000 et seq.), excluding alleged violations of federal or state law including the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, within the past five (5) years?</p> <p style="text-align: center;">(Please circle one)</p> <p>If YES, indicate on separate page(s) the name and owner of the project(s), the nature of the violation(s), and the date(s) of the citation(s).</p>	<p><u>YES</u> <u>NO</u></p>
14.	<p>Has your Entity been required to pay either back wages or penalties for its failure to comply with California’s prevailing wage laws, with California’s apprenticeship laws or regulations, or with federal Davis-Bacon prevailing wage laws within the past five (5) years?</p> <p style="text-align: center;">(Please circle one)</p> <p>If YES, indicate on separate page(s) the project name(s), the nature of the violation(s), the name and owner of the project(s), the number of employees who were initially underpaid and the amount of back wages and penalties that your Entity was required to pay.</p>	<p><u>YES</u> <u>NO</u></p>
15.	<p>Does your Entity have a written Quality Assurance/Quality Control (“QA/QC”) program?</p> <p style="text-align: center;">(Please circle one)</p> <p>If YES, indicate on separate page(s) a description of your Entity’s QA/QC program.</p>	<p><u>YES</u> <u>NO</u></p>
16.	<p>Does your Entity require <b>weekly</b>, documented safety meetings to be held for construction employees and field supervisors during the course of a project?</p> <p style="text-align: center;">(Please circle one)</p>	<p><u>YES</u> <u>NO</u></p>
17.	<p>Does your Entity have a written Injury and Illness Prevention Program (“IIPP”) that complies with California Code of Regulations, Title 8, sections 1509 and 3203?</p> <p style="text-align: center;">(Please circle one)</p>	<p><u>YES</u> <u>NO</u></p>
18.	<p>Provide in the space below the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your Entity for use on any public work project for which you are awarded a contract by the District.</p>	
	<p>Name:</p>	
	<p>Address:</p>	
	<p>Telephone:</p>	

## Attachment No. 2

### Scope of Work - Description of Project

#### 1. **General Background/History of the Facilities.**

The Sonoma Valley Fire District took over operations of the Kenwood Fire Station from the former Kenwood Fire Protections District in July 2025. The Kenwood Station was originally previously housed equipment and facilities to support an all volunteer Department. The station as operated by Sonoma Valley Fire District is staffed as a full time career fire station providing services to Kenwood and the surrounding Valley communities. The proposed improvements to the facility are needed to support the current and ongoing needs of the District in providing these services.

#### 2. **General Project Description.**

The proposed Kenwood Fire Station is a multi phased project which will provide operational continuity by utilizing a portion of the station for ongoing operation of the Department while construction is underway. At no time can the existing operations be impacted. The construction phase will consist of renovation of portions of the building and additions to the existing structure as well. The project will provide new utility services to support the expanded facility.

#### 3. **Project Status.**

The District has retained COAR Design Group as the project Architect who is working on the Design Development package for the project.

The current iteration of the plans can be downloaded from:

<https://coargroup-my.sharepoint.com/:b:/p/files/IQCn86lq05GERJFhSwNr9jMNAfDjwRwt9K0xqJ8-2CovcJY?e=Jewqhx>

#### 4. **CMAR's Scope of Work.**

The CMAR shall be responsible for all aspects of construction management and delivery of the project, including Preconstruction Services and Construction Services as follows:

### **Preconstruction Services**

#### 4.1. Stage 1: **General Preconstruction Services.**

##### 4.1.1. General preconstruction services, to include:

- a. Attend project kickoff meeting and lead formal pull planning session to develop overall project milestones and deliverable needs based on delivery method.
- b. Attend project development meetings to review Project budget, scope and schedule
- c. Create Meeting Minute documentation
- d. Assist with formal presentations to the District Board and relevant District commissions
- e. Maintain and update Project Schedule
- f. Prepare and Update Guaranteed Project Cost

##### 4.1.2. Review of Design Documents

- a. Constructability One Review of the Architect's design at 50% Construction Document Phase

- b. Value Engineering
- c. Confirm modifications to Design Drawings in response to Value Engineering and Constructability reviews

4.1.3. Budget of Project Costs

- a. Develop Cost Estimate based on the Design Development Documents
- b. Update and refine the budget of the Guaranteed Project Cost based on project progress

4.1.4. Construction Schedule and Phasing Plan

- a. Prepare Preconstruction and Construction Schedule
- b. Prepare Phasing Plan for project construction
- c. Prepare schedule for pre-purchase of long lead items

4.1.5. Construction Planning and Bidding

- a. Provide any destructive testing as required to validate design assumptions of the existing building and structure. Structural Engineer will determine the areas of concern to be addressed as part of the services
- b. Prepare, distribute, and manage Contract Documents to facilitate bidding to subcontractors, for each Construction Phase.
- c. Conduct Pre-Bid conferences and provide responses to subcontractor questions.
- d. Prepare subcontractor bid packages.

4.2. Stage 2: **Guaranteed Project Costs – Procurement.** Services shall include developing the bidding packages, conducting the procurement, and negotiating with subcontractors with regard to all necessary construction work and services for the Project.

## Construction Services

4.3. **Construction Phase Services** Construction phase services are expected to include provision for all labor, supervision, management, materials, tools, equipment, temporary facilities, permits and permit coordination, utility coordination, scheduling and schedule management, subcontractor coordination and all other services necessary to timely complete each Construction Phase (Phase 1 and 2, above) of the Project in accordance with the requirements of the Contract Documents Services include, but are not limited to, the following:

4.3.1. General/prime contractor general services

- a. Lead regular weekly meetings during construction between the Architect, the District, District site personnel, subcontractors and any other applicable consultants of the District as required to discuss the Project, including construction progress, scope and schedule. Coordinate with Authority Having Jurisdiction (AHJ), inspectors, utility companies, etc.
- b. Prepare all meeting agendas and provide meeting minutes for all meetings related to the project
- c. Assist Owner’s Representative with the scheduling of discussions and decisions made between or among the District, Architect and Contractor.
- d. Assist with formal presentations to District Council and relevant District commissions.
- e. Maintain and deliver monthly updates to the Project Schedule, including, but not limited to delays and impact to the critical path.
- f. Ensure District complies with all applicable licenses, permits and other requirements and

- approvals.
- g. Manage and coordinate the construction including all required appurtenances, necessary site improvements, and all other work required to complete the project that meets all performance requirements within the Guaranteed Maximum Price and within the schedule time.
  - h. Provide construction project administration.
  - i. Obtain appropriate wage rates from the Department of Industrial Relations
  - j. Prepare and submit Monthly Progress Reports. The contents of each monthly report should include at a minimum the following items:
    - Introduction
    - Safety metrics
    - Schedule Update
    - Permitting and Environmental
    - Project Quality
    - Plans and Submittals
    - Construction activities completed in the last month, and construction activities remaining on the project
    - Project Cost Summary (Contract Invoice Log, Cash-flow curves, Production curves).
    - Procurement Activities especially for long lead items and indication of material and equipment that has been acquired and stored.
    - Risk and Opportunities Update (Risk distributions, Expiring risks, new risks, mitigations)
    - Change Management (Decision Matrix, CMAR Contingency Log)
    - Record Drawings

#### 4.3.2. Budget of Project Cost

- a. Prepare and Update Guaranteed Project Cost
- b. Track construction costs and maintain detailed construction cost records including development of Change Order submission and tracking system.
- c. Deliver a Schedule of Values containing all divisions of work on the project

#### 4.3.3. Construction Risk Evaluation

- a. Identify, quantify, document, and implement Project and construction risks and opportunities, risk avoidance, reduction, and mitigation, and provide written input.

#### 4.3.4. Construction

- a. Contract (and manage such contracts) with all subcontractors, suppliers, and any other providers necessary to build, complete, and deliver the Project, in accordance with the Contract
- b. Furnish all labor, material, equipment, suppliers and subcontractors for the performance of the construction in strict accordance with all applicable Contract Documents.
- c. Administer the formal Project Management Information Control System (for RFI's Submittals, progress reports, schedule reports, cost controls, accounting, etc..)
- d. Establish field office for CMAR personnel. Facility shall accommodate OAC meetings with District Staff, Architect and other personnel as required.
- e. Coordinate and comply with state and local agencies.
- f. Conduct a pre-construction meeting with all subcontractors performing the major elements of the work prior to start of their work activities.

- g. Maintain a comprehensive health and safety program and ensure subcontractors adherence to those programs, providing a safe work site for all project participants and visitors.
- h. Manage all subcontractor and supplier work including inspection of the work performed by subcontractors to ensure conformance with the Contract Document.
- i. Monitor and manage all quality controls on the Project site as well as maintaining quality controls over shop drawings, equipment, and materials.
- j. Prepare monthly status reports
- k. Review and Process Shop Drawings and other submittals for submission to Design Team for approval.
- l. Review and process all pay requests applications from subcontractors and suppliers.
- m. Provide regular open-book financial accounting status reports on Project costs.
- n. Conduct reoccurring progress meetings with the on-site trade foreman and superintendents.
- o. Coordinate all compliance inspections by regulatory agencies and District representatives.

#### 4.3.5. Project Closeout & Commissioning

- a. Manage start up and testing necessary for the District to accept the project.
- b. Implement close out procedures necessary for the District to accept the overall project as being finally complete.
- c. Expedite and coordinate delivery and installation of District-procured material and equipment.

#### 4.3.6. Move In

Provide District with installation of Owner Furnished-Contractor Installed equipment prior to delivery and completion of the project

### **Estimates**

Proposed Start of Construction Date of Project: December 1, 2026

Liquidated Damages: per Sample Contract

**Attachment No. 3**

**DISTRICT’S SCORING FOR CMAR**

**STEP 1 – PROPOSAL CRITERIA AND SCORING**

The following criteria and scoring will be used to evaluate the Entity’s Response to the RFP.

1. Preconstruction Services – Past Performance	Entity demonstrates past experience and expertise in services comparable to the Preconstruction Services.	10	
2. Past Projects	Entity demonstrates past experience and expertise with past projects, including Fire Station, Essential Service and CMAR process.	30	
3. Personnel / Subconsultants	Entity’s team members, especially team leaders, demonstrate applicable experience and expertise to perform Services.	20	
4. Construction Schedule	Entity demonstrates ability to prepare and meet achievable construction schedules, schedule management procedures, and successful handling of potential delays.	10	
5. Work Commitments	Entity demonstrates ability to fully staff and perform the Project.	10	
6. Cost Savings / Value Engineering	Entity demonstrates past experience and expertise to perform value engineering services for the Project.	20	
7. Budget	Entity demonstrates past experience and expertise to manage costs and stay within budgets on CMAR projects.	10	
8. Insurance and Bonding	Entity demonstrates ability to fully insure and bond for the Project.	10	
9. Environmental	Entity demonstrates past experience performing in an environmentally responsible manner.	10	
10. Safety	Entity demonstrates a strong commitment to project safety and indicates a history of safe worksites.	10	
11. Contract Exceptions	Entity has not proposed unreasonable, untenable or inappropriate exceptions to Contract.	20	
12. Approach to Work	Entity demonstrates a complete and realistic approach to performing the work of the Project.	20	
13. Specialty Subcontractors	The strength of Entity’s proposed specialty subcontractors	20	
14. Financials	Entity’s overall financial health and responsibility as evidenced in its audited financial statements.	20	
15. Additional Information		10	
16. Partnering & Relationships	Entity demonstrates ability to partner with any and all parties involved including District Departments and consultants.	10	
	<b>Total Score</b>	<b>240</b>	

The following scoring will be used to evaluate the Entity’s Response to the CMAR Qualifications Questionnaire.

<b>Topic/Question</b>	<b>Score</b>	<b>Scoring &amp; Max. Poss. Score</b>	
1. Liquidated Damages		No = 10 points; Yes = 0 points	10
2. Surety Premium		No = 5 points; Yes = 0 points	5
3. Insurer Pay		No = 10 points; Yes = 0 points	10
4. Insurer Refused Renewal		No = 10 points; Yes = 0 points	10
5. Workers’ Comp. EMR		No = 5 points; Yes = 0 points	5
6. Worker’s Comp. Lapse		No = 5 points; Yes = 0 points	5
7. Bankruptcy		No = 10 points; Yes = 0 points	10
8. Denied Bond		No = 10 points; Yes = 0 points	10
9. Filed Claims		No = 5 points; Yes = 0 points	5
10. Labor Code Citations		No = 5 points; Yes = 0 points	5
11. EPA Citations		No = 5 points; Yes = 0 points	5
12. OSHA Citations		No = 5 points; Yes = 0 points	5
13. Licensing Violations		No = 5 points; Yes = 0 points	5
14. Prevailing Wage Penalties		No = 5 points; Yes = 0 points	5
15. Written Quality Assurance Plan		Yes = 5 points; No = 0 points	5
16. Safety Meetings		Yes = 5 points; No = 0 points	5
17. IIPP		Yes = 5 points; No = 0 points	5
18. Apprenticeship Program		Listed = 10 points; None listed = 0 points	10
<b>Total Score</b>			<b>120</b>

**STEP 2 – INTERVIEW CRITERIA AND SCORING (IF INTERVIEWS ARE CONDUCTED)**

<p><b>1. Past Projects:</b> Entity’s articulation of Entity’s history working with public agency projects (including those involving Fire Station and Essential facilities) and other past projects; issues faced and how addressed (i.e. claims, bonding/surety involvement, owner relations, citations, etc.).</p>	<p><b>50</b></p>	
<p><b>2. District Project:</b> Entity’s articulation of how it will construct the Project, its ideas related to constructability and other construction-specific ideas, concerns, or related issues (i.e. schedules, budgets, subcontractor selection, etc.); and questions, concerns, and highlights from the Response.</p>	<p><b>40</b></p>	
<p><b>3. Personnel/Leadership:</b> Entity’s articulation of its Project-designated personnel/staffing, leadership, subcontractor relations, apprenticeship program, etc.</p>	<p><b>40</b></p>	
<p><b>4. Overall Ability and General Suitability.</b> Entity’s articulation of its overall skills, ability to complete the Project, and general suitability for the District’s purposes (i.e. implementation of District policies and procedures, compliance with District Programs, political atmosphere, additional information, etc.)</p>	<p><b>50</b></p>	
<p>TOTAL QUALIFICATION POINTS FROM STEP 2</p>	<p><b>180</b></p>	

**STEP 3 – REFERENCE CHECK SCORING (IF REFERENCES ARE CHECKED)**

<b>Sample “Averaging” Worksheet for 3 reference calls per Entity – See next page</b>	
“Total Score for This Project” from first call	
“Total Score for This Project” from second call	
“Total Score for This Project” from third call	
<b>Total</b>	
<b>Total divided by three (<math>\div 3</math>)</b> <b>[DIVIDE SCORE BY NUMBER OF CALLS]</b> This is the score for the Entity for the References Step in the evaluation process.	

**STEP 3 – REFERENCES SCORING (CONTINUED)**

**References – Qualification Evaluation Form**

**Section I - General Project Information**

Name of Entity:	Total Contract Costs:
	Contract Start/End Dates:
Project Title:	Actual Completion Date:
Scope of Work:	
Name of Public Agency:	Telephone Number of Contact Person:
Name of Contact Person:	Date and Time of Interview of Contact Person:
Architect Entity:	Principal Architect in Charge of Project:

**Section II – Telephone Interview Questions**

1. **Quality of Work.** Were there quality-related problems on the project? Were these problems attributable to the Entity? Was the Entity cooperative in trying to resolve problems?

**Response:**

- Unsatisfactory       Below Average       Average       Above Average

*Comments/Examples (Optional)*

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2. **Scheduling.** Rate the Entity's performance with regard to adhering to project schedules. Did the Entity meet the project schedule? If not, was the delay attributable to the Entity?

**Response:**

- Unsatisfactory       Below Average       Average       Above Average

*Comments/Examples (Optional)*

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3. **Subcontractor (Project) Management.** Rate the Entity's ability to manage and coordinate subcontractors (if no subcontractors, rate the Entity's overall project management). Was the Entity able to effectively resolve problems?

**Response:**

- Unsatisfactory       Below Average       Average       Above Average

*Comments/Examples (Optional)*

4. **Change Orders.** Rate the Entity's performance with regard to change orders and extras. Did the Entity unreasonably claim change orders or extras? Were the Entity's prices on change orders and extras reasonable? **Response:**

Unsatisfactory       Below Average       Average       Above Average

*Comments/Examples (Optional)*

---

5. **Working Relationships.** Rate the Entity's working relationships with other parties (i.e. owner, designer, subcontractors, etc.). Did the Entity relate to other parties in a professional manner?

**Response:**

Unsatisfactory       Below Average       Average       Above Average

*Comments/Examples (Optional)*

---

6. **Responsiveness.** Rate the Entity's responsiveness to telephone calls, emails, meetings, requests for action, etc. Did the Entity respond to inquiries promptly and substantively?

**Response:**

Unsatisfactory       Below Average       Average       Above Average

*Comments/Examples (Optional)*

---

7. **On-Site Entity Staff.** Rate the Entity's on-site staff relating to their management of the site, communication and interaction with owner's staff, and familiarity with project scope and status.

**Response:**

Unsatisfactory       Below Average       Average       Above Average

*Comments/Examples (Optional)*

---

8. **Paperwork Processing.** Rate the Entity's performance in completing and submitting required project paperwork (i.e. submittals, drawings, requisitions, payrolls, etc.). Did the Entity submit the required paperwork promptly and in proper form?

**Response:**

Unsatisfactory       Below Average       Average       Above Average

*Comments/Examples (Optional)*

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**STEP 3 – REFERENCES SCORING (CONTINUED)**

**Section III - Numerical Rating**

Entity's Name: \_\_\_\_\_

	<b>Unsatisfactory</b>	<b>Below Average</b>	<b>Average</b>	<b>Above Average</b>	<b>Rating</b>
1. Quality of Work	0	5	10	15	
2. Scheduling	0	5	10	15	
3. Subcontractor (Project) Mgt.	0	5	10	15	
4. Change Orders	0	5	10	15	
5. Working Relationship	0	5	10	15	
6. Responsiveness	0	5	10	15	
7. On-Site Staff	0	5	10	15	
8. Paperwork Processing	0	2	5	10	
<b>Total Score for This Project</b>					

**STEP 4 – PRICE PROPOSAL AND SCORING**

In order to calculate a price for the Services (Preconstruction Services NTE + General Conditions + Contractor Fee + CMAR Contingency), the Price shall be expressed in dollars. To this amount the fixed prices proposed for the Preconstruction Phase will be added, to achieve a final Total Price for evaluation purposes. The Total Price will be divided by the average of the Total Quality Points, to obtain the Cost Per Unit of Quality for each proposer.

$$\frac{\text{Total Price in Dollars}}{\text{Total Quality Points}} = \text{Cost Per Unit of Quality}$$

EXAMPLE Based on a Fixed Price of \$300,000 for Preconstruction Services, a budgeted cost of construction of \$100,000,000, a Proposed Price for General Conditions of \$5,000,000 a Proposed Price for Contractor Fee of \$4,500,000 (4.5% x \$100,000,000), a Contingency of \$200,000, and a Total Quality Point Score of 89 points, a Proposer would be scored as follows:

$$\frac{\$ 10,000,000}{89 \text{ points}} = \$89,000 / \text{Unit of Quality}$$

Preconstruction Services	\$ 300,000
General Conditions	\$ 5,000,000
Contractor Fee	\$ 4,500,000
Contingency	\$200,000
<b>Total Price for Services</b>	<b>\$10,000,000</b>

## Attachment No. 4

### SUBCONTRACTOR REQUIREMENTS

**Bidding for Subcontractor Work.** The selected Entity once under contract, at a future date when directed by the District, shall provide a final lump sum GMP for District consideration and potential acceptance, which shall include all scopes of work and pricing from subcontractors, including resulting from the bidding procedures outlined herein to the extent that prices for subcontractors were not a part of the initial RFP process. CMAR's procurement/bidding for its subcontractors shall comply with the requirements set forth in Public Contract Code section 20146(d), as stated in the Project Manual and Contract (sample attached to RFP, and in final version thereof), and as otherwise may be required by the District. The subcontractor procurement process shall be adapted by the District as needed for the Project. The selected Entity shall be required to ensure that all subcontractors agree to and comply with all applicable funding terms and conditions for the Project, including the applicable clauses in **Attachment No. 6** of the RFP. All subcontractors bidding on any project-related contract shall be afforded the protections contained in Chapter 4 (commencing with Section 4100) of Part 1 of the California Public Contract Code.

The Subcontractor procurement process for all Entity's subcontractors performing work valued in excess of ½ of 1% of the GPC, less than the CMAR Contingency, shall be the following:

**Step 1. Public Notice.** When directed by the District, the selected CMAR shall provide notice of bidding to solicit subcontractors in compliance with statutory requirements and the District's process. Public Contract Code section 20146(d)(1) requires the CMAR to publicize work to be subcontracted "in accordance with the publication requirements" of the District. Public Contract Code section 20125 requires that the District's Board "shall cause an advertisement for bids for the performance of the work to be published pursuant to Section 6062 of the Government Code in a daily newspaper, or pursuant to Section 6066 of the Government Code in a weekly newspaper, of general circulation published in the District. If there is no such newspaper published in the District, the notice shall be given by posting in three public places for at least two weeks." Therefore, the CMAR shall advertise for subcontractor bids pursuant to Sonoma Valley Fire District Municipal Code Section 3.16.060. In addition, CMAR's Subcontractor advertisement must be approved by the District prior to publication.

**Step 2. Subcontractor Award.**

- i. District intends that the CMAR shall award each subcontract to the lowest responsive, responsible bidder, contingent on and subject to approval of the bid price and any other term or condition as determined by District in its sole discretion.
- ii. The opening of bids shall be "open book" to the District and CMAR shall provide a fixed date and time on which the subcontracted work will be awarded the subcontract, as required by District Municipal Code Section 3.16.0606(E).
- iii. If CMAR intends to prequalify subcontractors, then District must pre-approve all relevant information, criteria, scoring and documentation to be included prior to advertisement and receipt of subcontractor bids for work on the Project.
- iv. By administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", CMAR must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. CMAR will accomplish this by:
  1. Checking the System for Award Management at website: <http://www.sam.gov>.
  2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, attached hereto.
  3. Inserting a clause or condition in the covered transaction with the lower tier contract.

Attachment No. 5

CERTIFICATIONS TO BE EXECUTED BY ENTITY AND SUBMITTED WITH RESPONSE

NONCOLLUSION DECLARATION

Public Contract  
Code § 7106

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT ENTITY NAME]**,

the party making the foregoing bid.

The Response is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Entity has not directly or indirectly induced or solicited any other Entity to put in a false or sham bid. The Entity has not directly or indirectly colluded, conspired, connived, or agreed with any Entity or anyone else to put in a sham bid, or to refrain from responding. The Entity has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the response price of the Entity or any other Entity, or to fix any overhead, profit, or cost element of the response price, or of that of any other Entity. All statements contained in the Response are true. The Entity has not, directly or indirectly, submitted its Response price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham response, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of an Entity that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Entity.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

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

Proper Name of Entity: \_\_\_\_\_

District, State: \_\_\_\_\_, \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

**IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)**

Kenwood Fire Station Project (“Project” or “Contract”)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Entity shall complete **ONLY ONE** of the following three paragraphs.

1. Entity’s Total Response is less than one million dollars (\$1,000,000).

**OR**

2. Entity’s Total Response is one million dollars (\$1,000,000) or more, but Entity is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and Entity is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

3. Entity’s Total Response is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Entity to submit a proposal pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is included with Response.

I certify that I am duly authorized to legally bind the Entity to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

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

Proper Name of Entity: \_\_\_\_\_

District, State: \_\_\_\_\_, \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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