

REQUEST FOR PROPOSAL
RFP 10_25_26
CONSTRUCTION MANAGEMENT SERVICES

TABLE OF CONTENTS

Table of Contents	Page 1
Schedule of Events	Page 2
Notice to Bidders	Pages 3-4
Section 1 – Introduction	Pages 5-6
Section 2 – Scope of Construction Management	Pages 6-7
Section 3 – Staffing Requirements	Page 7
Section 4 – Compensation and Fee Proposal	Page 8
Section 5 – Proposal Submission and Requirements	Page 8
Section 6 – Confidential Matters	Page 12
Section 7 – Indemnification	Page 12
Section 8 - Insurance	Page 12-14
Section 9 – Cancellation of Award/Termination	Page 14
Section 10 – Legal Requirements	Page 14
Section 11 – Contractors	Page 14-15
Section 12 – Evaluation and Selection Process	Page 15
Section 13 – Award	Page 15
Section 14 – Contract Requirements	Page 15
Attachment A	Non-Collusion Declaration
Attachment B	Certificate of Non-Discrimination
Attachment C	Workers’ Compensation Certification
Attachment D	Bidding Questionnaire
Attachment E	Drug-Free Workplace Certification
Attachment F	Professional Services Agreement Template

NOTE: The Table of Contents shall be included as part of the bid, and Appendices A through J shall be incorporated into the RFP packet.

Josephine Dy-Liacco
 Manager, Purchasing Services

SCHEDULE OF EVENTS

RFP 10_25_26 CONSTRUCTION MANAGEMENT SERVICES

RFP Issuance	April 8, 2026
Publication Dates	April 8, 2026 April 15, 2026
Due Date for All Written Questions and Inquiries	April 15, 2026
Addendum Issued	April 22, 2026
Sealed RFP Due to the SCCOE	April 29, 2026
RFP Evaluation (Internal)	May 4, 2026
Interviews (if needed)	May 6, 2026
Award Notification (Purchasing)	May 11, 2026
Fully Executed Contract	TBA

**SANTA CLARA COUNTY OFFICE OF EDUCATION
1290 Ridder Park Drive, San Jose CA 95131-2304**

**NOTICE TO BIDDERS – REQUEST FOR PROPOSALS
RFP 10_25_26 – CONSTRUCTION MANAGEMENT SERVICES**

Notice: Notice is hereby given that the Board of Trustees of the Santa Clara County Office of Education (hereinafter referred to as SCCOE), is requesting bids from interested contractors for the following project:

RFP 10_25_26 – CONSTRUCTION MANAGEMENT SERVICES

No offer of intent should be construed from this legal notice that the SCCOE intends to enter a contract with the interested company.

Written bids must be sealed and filed with the SCCOE at 1290 Ridder Park Drive, San Jose CA 95131 no later than **3:00pm Wednesday, April 29, 2026**. **Sealed bids must be addressed to Josephine Dy-Liacco, Manager, Purchasing Services**. Any bid received after the bid deadline shall be returned to the bidder unopened. All bids will be available for public review after the bid tabulations are completed and recommendation for contract award is submitted. It shall be the full responsibility of all bidders to ensure that bids are delivered to the above office by the time and date stated. Facsimile (FAX) or electronic copies of the proposal will not be accepted. The SCCOE will not be responsible for late deliveries by U.S. mail or any other means.

Please note that there will be no formal public opening of the proposals. All submissions will be evaluated based on pricing, compliance with specifications, and other relevant criteria, and may result in single or multiple awards.

Proposals that are incomplete or noncompliant with the requirements outlined in the RFP package are subject to rejection. All bidders are responsible for reviewing and adhering to the full instructions provided in the proposal documentation.

The Santa Clara County Office of Education (SCCOE) reserves the right to accept or reject all proposals, and to waive any irregularities or informalities in the RFP or the proposal process. No proposal, in whole or in part, may be withdrawn for a period of sixty (60) calendar days following the RFP submission deadline.

Contact Information:

General Information
Josephine Dy-Liacco
Manager, Purchasing Services

Ph.: 408-453-6858
jdyliacco@sccoe.org

Technical Questions
Ted Pierce
Manager, Facilities &
Construction
Ph.: 408-453-6684
tpierce@sccoe.org

All inquiries regarding this RFP must be submitted in writing, no later than **3:00PM Wednesday, April 15, 2026**, to Josephine Dy-Liacco at jdyliacco@sccoe.org and Ted Pierce at

tpierce@sccoe.org. Responses to questions will be shared with all known prospective respondents to ensure equal access to information via an **addendum** to be published on **Wednesday, April 22, 2026**. Any addenda or updates will be posted on the SCCOE website at <https://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx>.

It is the responsibility of all prospective respondents to **monitor the website** regularly for any amendments or addenda.

The Santa Clara County Office of Education (SCCOE) reserves the right to amend the RFP as necessary.

A copy of the RFP 10_25_26 and supporting documents will be available online **Wednesday, April 8, 2026** at <https://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx>.

County Superintendent of Schools
Santa Clara County Office of Education

By: Josephine Dy-Liacco
Manager, Purchasing Services

1st Advertisement: April 8, 2026
2nd Advertisement: April 15, 2026

SECTION 1 INTRODUCTION

1.1 PROJECT SCOPE

The Santa Clara County Office of Education (SCCOE) provides leadership, services, and support to school districts, educators, students, and the community throughout Santa Clara County, California. As a Class II intermediate unit serving 32 K–12 districts and four community college districts, SCCOE partners with local districts to enhance educational programs, ensure compliance with state and federal requirements, and promote equitable access to high-quality learning opportunities.

Through innovative initiatives and specialized programs, the SCCOE supports students with diverse needs, including those in special education, early learning, alternative education, migrant education, and career technical education. The Office also offers direct instructional programs and a broad range of support services in instruction, business, and personnel, enhancing districts' capacity to deliver quality education and aligning with California Department of Education requirements.

The SCCOE is organized into seven major units: Business, Facilities & Operations; Educational Progress; Education Services; Executive Services; Personnel Services; Professional Learning & Support; and Technology & Data Services, all working collaboratively to support districts, educators, and students across the county.

1.2 PROJECT GOALS AND OBJECTIVES

SCCOE is seeking a qualified Construction Management (CM) firm to provide professional services during the construction phase of a public works project.

The Construction Manager will serve as Owner's Representative, supporting SCCOE in coordinating construction activities and ensuring the project is delivered in accordance with the contract documents.

1.3 PROJECT OVERVIEW

Project Name	:	CONSTRUCTION MANAGEMENT SERVICES
Project Location	:	Walden West 15555 Sanborn Road, Saratoga CA 95070
Estimated Construction Value	:	Approximately \$10,000,000
Delivery Method	:	Single Prime Contractor
Regulatory Authority	:	County of Santa Clara Building Department
Estimated Construction Duration:	:	Approximately 18 months

Design services for this project have been completed, and the project is currently in the public bidding phase for the Prime Contractor.

The selected Construction Management firm will begin services several weeks prior to issuance of the Notice to Proceed (NTP) to the contractor.

SECTION 2 SCOPE OF CONSTRUCTION MANAGEMENT

The Construction Manager shall provide construction phase management and oversight services on behalf of SCCOE.

The Construction Manager shall provide professional management and coordination services and shall not assume the responsibilities of the design professional or contractor.

2.1 PRE-CONSTRUCTION TRANSITION (LIMITED)

- Review of bid results and contractor scope
- Familiarization with drawings, specifications, and contract documents
- Review contractor baseline schedule
- Establish project reporting protocols
- Prepare for construction kickoff and NTP

2.2 CONSTRUCTION PHASE SERVICES

- Project Management
 - Represent SCCOE during construction
 - Coordinate communication among contractor, SCCOE, consultants, and inspectors
 - Lead Owner-Architect-Contractor (OAC) meetings
 - Prepare agendas and meeting minutes
 - Maintain project documentation
- Schedule Monitoring
 - Review baseline schedule
 - Monitor construction progress
 - Identify potential delays and recommend corrective actions
- Cost Management
 - Track project budget
 - Review pay applications
 - Track contingencies
 - Review change orders and provide cost analysis
- Submittals and RFIs
 - Track submittals and RFIs
 - Coordinate design consultant responses
- Construction Oversight
 - Monitor construction activities for compliance with contract documents
 - Coordinate inspections and testing
 - Monitor contractor safety practices
- Project Reporting
 - Maintain project control logs including:
 - RFI log

- Submittal log
- Change order log
- Schedule updates
- Budget tracking
- Monthly progress reports

2.3 ON-SITE CONSTRUCTION MANAGEMENT

The Construction Manager shall provide a dedicated onsite representative available daily during active construction.

Responsibilities include:

- Presence during normal construction working hours
- Primary field contact for SCCOE
- Monitor construction progress
- Coordinate contractor activities
- Facilitate OAC meetings
- Track RFIs, submittals, and change orders
- Maintain field reports and documentation
- Identify schedule, cost, or coordination issues

Substitution of the on-site representative requires prior written approval from SCCOE.

The Construction Manager shall maintain consistent staff throughout the duration of the project.

2.4 PROJECT CLOSEOUT

- Punch list coordination
- Final inspections
- Commissioning coordination
- Collection of as-built documentation
- Warranty documentation

SECTION 3 STAFFING REQUIREMENTS

Proposals shall identify the proposed project team including:

- Project Executive
- Project Manager
- On-Site Construction Manager / Field Representative

Resumes shall be provided for all proposed personnel.

SECTION 4 COMPENSATION AND FEE PROPOSAL

Proposers shall submit a Not-to-Exceed fee proposal.

The total Construction Management fee shall not exceed 3.5% of the total construction contract value.

Proposals shall include:

- Hourly billing rates
- Staffing plan
- Estimated hours by position
- Total Not-to-Exceed Fee

The fee shall be inclusive of all staffing, travel, overhead, and administrative costs.

The agreement will be issued on a not-to-exceed basis. The selected vendor will be compensated for actual hours worked and expenses incurred, up to the established maximum amount. Any unused portion of the not-to-exceed amount shall be retained by SCCOE.

Costs exceeding the not-to-exceed amount shall be the responsibility of the vendor, who must complete the work at no additional cost to SCCOE, unless such overage is materially caused by SCCOE's failure to fulfill its obligations under this RFP or resulting agreement.

Vendors must clearly describe all work necessary to meet the functional requirements in their proposals. SCCOE reserves the right to request revised pricing on a fixed-fee or hybrid basis.

SECTION 5 PROPOSAL SUBMISSION AND REQUIREMENTS

5.1 PROPOSALS MUST INCLUDE:

- Cover Letter
- Firm Qualifications
- Relevant Project Experience
- Proposed Project Team
- Project Approach
- Staffing Plan
- Fee Proposal
- References
- Required forms and certifications

Each vendor is required to submit three (3) hard copies of the proposal to the SCCOE contact listed above.

All information, prices, notations, signatures, and corrections must be in permanent ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialized in permanent ink by the person signing the proposal.

5.2 PROPOSALS SHALL CLEARLY ADDRESS:

- Firm Experience
- Experience with public agency construction projects of similar size
- Key Personnel
- Resumes and qualifications of proposed staff

- Project Approval
- Methodology for managing cost, schedule, coordination and documentation
- Fee proposal
- Detailed breakdown of proposed costs

Vendors must follow all instructions in this RFP and submit all required hard copies as specified. Failure to do so may result in the proposal being deemed non-responsive.

By submitting a proposal, vendors acknowledge they have reviewed and understand all RFP requirements, including all contract terms and any addenda issued prior to submission. Addenda shall be incorporated into and form part of the final agreement.

Proposals will not be publicly opened; however, a list of responding vendors will be made available upon request.

All terms and conditions of this RFP, addenda, the selected vendor's proposal, and any negotiated terms shall be incorporated into the resulting agreement. Submission of a proposal constitutes acceptance of these terms unless expressly noted otherwise.

5.3 ADDENDA

Vendors shall promptly notify SCCOE in writing of any discrepancies, omissions, or ambiguities in this RFP. Requests for clarification must be submitted to the SCCOE Representative, and the requesting vendor is responsible for timely delivery.

Any revisions to this RFP will be issued by written addendum from the SCCOE Representative and posted on the SCCOE website.

Telephone or fax inquiries will not be accepted. All questions must be submitted in writing via email, referencing the applicable RFP section, page number, and quoted passage, to:

- Josephine Dy-Liacco, Manager, Purchasing Services via jdyliaacco@sccoe.org
- Ted Pierce, Manager, Facilities & Construction via tpierce@sccoe.org.

All **questions** must be submitted in writing no later than **3:00 PM on Wednesday, April 15, 2026**, so the addenda can be prepared and posted on the SCCOE website.

SCCOE is not obligated to respond to requests for interpretation; however, any responses will be issued by written addendum. Failure of a vendor to receive or review an addendum posted on the SCCOE website prior to the submission deadline shall not be grounds for withdrawal of a proposal.

Written addenda are the sole official means of providing interpretation, clarification, or additional information. Only information provided in a formal addendum shall be binding; all other communications are without legal effect.

Addenda will be published by Wednesday, April 22, 2026.

5.4 SUBMITTAL COSTS

The vendor is responsible for all costs incurred by the vendor or their subcontractors in responding to this RFP.

5.5 ADVISE OF OMISSION OR MISSTATEMENT

In the event it is evident to a vendor responding to this RFP that SCCOE has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, it shall advise the SCCOE representative of such omission or misstatement.

5.6 EXAMINATION OF DOCUMENTS

Vendors are responsible for thoroughly reviewing and understanding all requirements of this RFP, including any addenda, and for determining all labor, materials, equipment, and services necessary to perform the work.

Submission of a proposal constitutes acknowledgment that the vendor has examined and is familiar with all RFP requirements. Failure to review any portion of this RFP shall not relieve the vendor of its obligations or serve as a basis for additional compensation.

5.7 RESERVED RIGHTS

5.7.1 RIGHT TO SELECT AND NEGOTIATE

SCCOE reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the firm which, in the sole opinion of SCCOE, best meets SCCOE's needs. SCCOE may make award to the qualified vendor based on fees submitted and its proposal. SCCOE also reserves the right to negotiate with potential vendors so that its best interests are served.

5.7.2 RIGHT TO REQUEST ADDITIONAL INFORMATION

SCCOE reserves the right to request any additional information that might be deemed necessary after the receipt of proposals.

5.7.3 RIGHT OF REFUSAL

SCCOE reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various proposals, based on the best interests of SCCOE.

The right is reserved to reject any proposal where an investigation of the evidence or information does not satisfy SCCOE and/or the vendor is not qualified to carry out properly the terms of the awarded agreement.

5.7.4 RIGHT TO CANCEL

SCCOE reserves the right to cancel this RFP or portions thereof, without penalty.

5.7.5 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation submitted as part of the proposal shall become the property of SCCOE after the proposal submission deadline. No proposals will be returned to vendors.

5.7.6 RIGHT TO POSTPONE DEADLINE

SCCOE reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time of said deadline announced in this RFP or subsequent addenda.

5.8 PERFORMANCE STANDARDS

The vendor will be required to meet specific performance standards established during the contract negotiation process. A project schedule specifying significant benchmark events and a project completion date will be required as part of the agreement. This plan will include vendor delivery deadlines and will be jointly developed by SCCOE and the vendor.

SCCOE also reserves the right as a condition of entry into any agreement with the successful vendor to demand financial security for performance including a performance bond, insurance policy, on- demand letter of credit, or other reasonable security.

5.9 DISQUALIFICATION OF VENDORS

SCCOE may reject any proposal if there is reason to believe collusion exists among vendors. No individual or entity may submit more than one proposal for the same scope of work unless alternate proposals are specifically requested.

Subcontractors or suppliers providing pricing to a vendor are not prohibited from submitting pricing to other vendors. However, evidence that a vendor is involved in multiple competing proposals may result in rejection of all related proposals.

Vendors must submit a complete Non-Collusion Affidavit with their proposal.

SCCOE may also reject any proposal if a vendor contacts SCCOE staff (other than those designated in this RFP) or Governing Board members regarding this RFP.

SECTION 6 CONFIDENTIAL MATTERS

Vendors must clearly identify any proprietary or trade secret information within their proposal. SCCOE may use all submitted proposal information for its purposes and will take reasonable steps to protect properly designated confidential information. However, vendors acknowledge that all materials submitted may be subject to disclosure under the California Public Records Act.

Vendors shall maintain the confidentiality of all information provided by SCCOE in connection with this RFP, including materials, drawings, designs, documentation, and other data, and shall not reproduce, use, or disclose such information without prior written consent from SCCOE.

SECTION 7 INDEMNIFICATION

As part of each and every agreement arising out of this RFP, the successful vendor shall agree to indemnify, defend, and hold SCCOE and the LEAs harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of the agreements and from any and all claims and losses to anyone who may be injured or damaged by reason of the vendor's willful misconduct or negligent performance of the agreements.

SECTION 8 INSURANCE

Without in anyway limiting the selected vendor's liability pursuant to the "Indemnification" section of the contract, the selected vendor, at its sole expense, shall self-insure or maintain the following insurance from insurers with an AM Best rating of A-VII of higher.

Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to SCCOE.

The selected vendor shall furnish SCCOE with certificate(s), additional insured endorsement(s), and waiver(s) of subrogation evidencing compliance with the insurance requirements for review and approval at the time of signing the contract. The certificates shall clearly indicate that the selected vendor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract.

If the selected vendor maintains broader coverage and/or higher limits than the specified minimums shown below, SCCOE shall be entitled to the broader coverage and/or the higher limits maintained by the selected vendor.

8.1 REQUIREMENTS:

Commercial General Liability insurance with coverage in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate for bodily injury, personal injury, and property damage, including contractual liability.

Each and every General Liability policy and endorsement shall include the following:

- Name as Additional Insured the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.
- State that such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
- If any policies are written on a claims-made form, CONTRACTOR agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.

8.1.1 AUTOMOBILE LIABILITY

Automobile liability insurance shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than one million dollars (\$1,000,000) per accident.

8.1.2 STATUTORY WORKERS' COMPENSATION INSURANCE

Statutory Workers' Compensation insurance with Employer's Liability limits not less than one million dollars (\$1,000,000) per accident. The selected vendor shall also provide a Waiver of Subrogation for any Workers' Compensation claims or actions for work-related injuries arising out of the selected vendor's performance of the contract.

8.1.3 PROFESSIONAL LIABILITY INSURANCE

Professional Liability insurance with limits not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate.

SECTION 9 CANCELLATION OF AWARD/TERMINATION

SCCOE may terminate the agreement for unsatisfactory vendor performance upon thirty (30) days written notice. SCCOE shall be the sole judge of performance acceptability.

SCCOE warrants that funds are available at the time of contract execution. If funds become unavailable during the term of the agreement, SCCOE may cancel the agreement upon written notice. Upon such cancellation, both parties shall be released from further obligations under the agreement.

SECTION 10 LEGAL REQUIREMENTS

This RFP and any resulting agreement shall be governed by all federal, state and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED- OSHA, EPA, EEOC, DFEH, and the California State Department of Health Services. The agreement shall be in accordance with the substance and procedural laws of the State of California.

SECTION 11 CONTRACTORS

11.1 INDEPENDENT CONTRACTORS

The vendor agrees and certifies that neither they nor any of their agents, servants or employees is an agent or employee of SCCOE. The vendor shall be an independent contractor solely responsible for the vendor's acts. The resulting agreement(s) shall not be construed as an agreement for employment with SCCOE.

11.2 ASSIGNMENT AND SUB-CONTRACTING

The Vendor shall have no right, authority or power to sell, mortgage or assign the resulting agreement(s) or any interest therein, or any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for

any purpose whatsoever without the prior written consent of SCCOE. Neither the agreement(s) nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim here under to any other party or parties, except as expressly authorized by SCCOE.

11.3 SUB-CONTRACTS

Nothing contained in this solicitation will be construed as establishing any contractual relationship between any subcontractor(s) and SCCOE. The vendor(s) will be fully responsible to SCCOE for the acts and omissions of the subcontractor(s) and their employees. After award of contract, any changes in subcontractors require prior written approval from SCCOE.

SECTION 12 EVALUATION AND SELECTION PROCESS

SCCOE will use a competitive, multi-stage process in which selected vendors may be elevated through successive evaluation levels. If a vendor does not meet expectations at any stage, SCCOE may continue with remaining vendors or elevate other qualified vendors at its discretion.

SCCOE reserves the right to reject all proposals and retain its existing enterprise resource planning system if deemed in its best interest.

Final vendor selection will be based on the following steps and criteria:

Relevant Experience	25%
Team Qualifications	25%
Project Approach	20%
Fee Proposal	20%
References	10%

Vendors selected for oral presentations agree to be available on dates specified by SCCOE. Failure to be available on specified dates may lead SCCOE to elevate another proposal for further consideration or to eliminate the vendor from consideration.

SECTION 13 AWARD

This RFP is issued pursuant to Education Code Section 1276. Award will be made to the qualified vendor whose proposal is determined to be most advantageous to SCCOE, based on evaluation criteria including price and other factors. Such factors may include, but are not limited to, experience with California school districts, charter schools, county offices of education, and joint powers authorities, as well as functionality, technology architecture, and implementation capability.

A vendor shall be deemed awarded a contract upon SCCOE’s approval of an agreement incorporating the submitted terms and conditions, subject to SCCOE review and execution.

SECTION 14 CONTRACT REQUIREMENTS

The selected firm will be required to enter SCCOE's Professional Services Agreement (PSA)