



Sacramento City Unified School District

Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

José L. Banda, Superintendent

Gerardo Castillo, Chief Business Officer

REQUEST FOR PROPOSALS

For

LEASE-LEASEBACK CONSTRUCTION

SERVICES

For

FIELD IMPROVEMENTS AT

WEST CAMPUS HIGH SCHOOL

Request for Proposal Issued: June 30, 2017

Deadline for Submittal of Proposals: July 17, 2017

Request for Proposal for Lease-Leaseback Construction Services (Field Improvements at West Campus High School)

I. OVERVIEW

The Sacramento City Unified School District (“District”) is seeking proposals from qualified providers of Lease-Leaseback Construction Services (“Contractors”) to perform Field Improvements at West Campus High School (“Project”), 5022 58th Street, Sacramento. Contracts will be awarded by the Board under the provisions of Education Code 17406 *et seq.*

All Contractors submitting proposals must be prequalified pursuant to Education Code section 17406 subsection (a)(2)(C) and Public Contract Code section 20111.6 subsections (b) through (m), prior to submitting a proposal. The District prequalifies prospective contractors on an annual basis, and such prequalification is valid for one year from the date of the initial prequalification. Contractors that have been prequalified pursuant to the District’s annual prequalification process no more than twelve (12) months prior to submittal of its proposal for the Project shall be deemed prequalified for purposes of submitting a proposal in response to this RFP. For Contractors that have not been prequalified by the District within the past twelve (12) months, prequalification applications are available at www.scusd.edu/contractor-prequalification. To submit a proposal for this project, your application must be submitted by July 7, 2017.

To perform work on this project, Contractor is required to be registered as a public works contractor with the Department of Industrial Relations. The Contractor’s registration must remain active throughout the term of the agreement.

Respondents are advised that this is a public works project for purposes of the California Labor Code, which requires payment of prevailing per diem wages, as well as wages for legal holidays and overtime. These rates are set forth in a schedule, which may be found on the California Department of Industrial Relations website at www.dir.ca.gov. Any Contractor to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, provide payroll records when required, and otherwise comply with applicable provisions of state law.

The Project shall be governed by a Project Labor Agreement (“PLA”). The successful Contractor (and all Subcontractors) will be required to execute an “Agreement to be Bound”, whereby Contractor and Subcontractors agree to conform to all terms and conditions set forth in the PLA. The full text of the PLA is available on the District’s website, www.scusd.edu/contracts-department.

A voluntary pre-bid conference and site visit will be held on July 10, 2017 at 9:00 a.m. at 5022 58th Street, Sacramento. All participants are required to meet in front of the school, near the flagpole. Bidders are required to arrive for the pre-bid conference on time and to sign an attendance list.

II. GENERAL INSTRUCTIONS

Interested firms are invited to submit one (1) original signed proposal, three (3) additional hard copies, and one (1) digital copy (flash drive) in write protected PDF format.

The proposal shall be submitted in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 4:30 p.m. **on July 17, 2017** to the following address:

Sacramento City Unified School District
Facilities Support Services
5735 47th Avenue
Sacramento, CA 95824

The sealed envelope shall be marked on the outside lower left corner with the words “RFP for Lease-Leaseback Construction Services – West Campus Field”. It is the firm’s sole responsibility to ensure that their response is received prior to the scheduled closing time for receipt of statements of qualifications. No corrected or resubmitted proposals will be accepted after the deadline. Faxed responses are not appropriate for submission and will not be accepted or considered.

This Request for Proposals does not commit the Sacramento City Unified School District to award a contract or pay any costs incurred in the preparation of a response to this request.

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All responses, whether selected or rejected, shall become the property of the District. Firms are responsible for checking the website periodically for any updates or revisions to the RFP. All proposals will be considered valid and prices will be considered fixed for a period of sixty (60) days following submission.

No business entity, including any agent of such entity, shall directly or indirectly contact any District Board of Education member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any vendor violating this policy shall be deemed disqualified from the RFP. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall be liable for any damage incurred by the district. The Board shall exercise its best judgment for the benefit of the district in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Requests for Information

Questions related to this RFP should be submitted in writing to Jeff Bozeman, Construction Manager, at jeff-bozeman@scusd.edu, no later than July 11, 2017. Specify “RFP for Lease-Leaseback Construction Services – West Campus Field” in the subject line. Responses to all questions received will be posted on the Districts website, www.scusd.edu/rfp.

III. SCOPE OF SERVICES

The scope of work of this Project consists of the supply, installation and warranting of all materials and products, including all labor, superintendence, equipment, temporary power, transportation, lighting, plant and tools related to the construction of the work as herein specified and shown in the drawings. The specific scope of the Work of this Project consists of the following:

1. The supply and installation of all new material of approximately 84,135 square feet of synthetic turf playing field surfacing. Synthetic turf shall be AstroTurf 1.5” 3d3 60 (make, model and color). The approximate size of the field is 84,135 sf. The synthetic turf surface is to be installed over a base prepared by the general contractor. All Work to be as per the drawings and specifications herein.

2. Accurate surveying and layout of the specified work program, including game lines and event markings as per the specifications and drawings herein.
3. Supply to SCUSD, for post-installation maintenance and use, the following items:
 - a. All remaining remnants of synthetic surface.
 - b. One 5-gallon pail of turf adhesive.
 - c. One 2,000 pound super-sack of infill material.
 - d. Product information and costs for warranted pieces of equipment for the grooming and maintenance of turf.
4. The supply and installation of all work associated with the new access road to the south and west of the sport field. All work to be per the drawings and specifications herein.
5. SCUSD anticipates a start date for Work on or before September 1, 2017 and a substantial Completion Date for Work no later than November 1, 2017.
6. The scope of work is more fully detailed in the plans and specifications.

The Contractor whose proposal is determined to offer the best value to the District pursuant to this RFP must promptly execute the Lease-Leaseback Agreement, the Site Lease Agreement, and the Sublease Agreement **without material revision or alteration**, and no later than ten (10) business days following selection. The versions of the Lease-Leaseback Agreement, Site Lease Agreement, and Sublease Agreement required to be executed by the successful Contractor are available on the District's website at www.scusd.edu/contracts-department.

The District has retained Stafford King Wiese Architects as its Architect for the Project ("Architect"). DSA approved plans and specifications are available in e-Builder at <https://bidders.e-builder.net/landing?bidpackageid=a7247b16-db73-4e62-86a1-28c316224fc8>.

The District is utilizing construction program management software, e-Builder™, for its construction projects. Contractor will be required to utilize e-Builder™ software for this Project as all project information will be available only through e-Builder. If you need technical assistance, please contact technical support at e-Builder, (888) 288-5717, or support@e-builder.net. You may also call the Planning & Construction Office (916) 264-4075 x1020 for assistance.

A. Construction and Post-Construction Services

The Contractor shall perform all work and obligations described in the Contract Documents, including the following construction and post-construction services:

1. Construction of the Project in accordance with the plans and specifications.
2. Coordinate and expedite record drawings and specifications.
3. Compile operations and maintenance manuals, warranties/guarantees, and certificates.
4. Prepare final accounting and close-out reports.

5. Other responsibilities necessary for the completion of the Project in accordance with the plans and specifications.

B. Cost Estimate

The estimate for this Project is \$2.5 million. To submit a proposal for this Project, the Contractor is required to possess one or more of the following State of California Contractor Licenses:

A - General Engineering; B – General Building.

C. Price Proposal (Lump Sum)

All proposals shall be in the form of a lump sum price. The lump sum price proposed by Contractor shall be the Total Sublease Amount in the Contract Documents, which shall constitute the total compensation to Contractor for constructing the Project and performing the Work. Each Contractor's proposed lump sum price for the Project must cover all of Contractor's profit, and all of its costs of construction of the Work specified in the Contract Documents, including but not limited to the following:

1. General conditions and general requirements, including but not limited to temporary facilities, utilities, structures, fences, dust control, scheduling, safety, scaffolding, and SWPPP.
2. All subcontractor costs and material and equipment supplier costs.
3. Contractor's overhead, supervision of subcontractors and other management responsibilities, and its materials, equipment, and employees/labor (including but not limited to wages, salaries, and benefits) costs, for any work performed by the Contractor.
4. All bonds and insurance, including but not limited to payment and performance bonds.
5. All other costs incurred in performance of Contractor's obligations under the terms of the Contract Documents, including but not limited to the Lease-Leaseback Agreement, Site Lease Agreement, and Sublease Agreement.

D. Financing

The successful Contractor will be financing a portion of the construction of the Project through a lease-leaseback arrangement at an interest rate equal to the current Bank of America prime interest rate of 4.0%. In consideration for Contractor financing this portion of the construction Project, the District will be paying Contractor for its construction and financing through monthly lease payments that will extend beyond the completion of the construction.

E. Time to Complete

Time of completion for this project shall be sixty two (62) calendar days from the issuance date of the District's Notice to Proceed.

F. Subcontractors

All subcontractors who will perform more than 0.5% of the construction Work must be selected by a competitive bidding process or best value process as described in Education Code section 17406(a)(4). Contractor shall establish reasonable qualification criteria and standards for subcontractors and shall

provide public notice of availability of work to be subcontracted in accordance with the publication date applicable to the District's competitive bidding process, including a fixed date and time on which qualifications statements, bids, or proposals will be due.

All electrical, mechanical and plumbing contractors shall be prequalified pursuant to Education Code section 17406 subsection (a)(2)(C), and Public Contract Code section 20111.6 subsections (b) through (m), prior to Contractor's submission of its proposal.

All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100).

IV. CONTENTS FOR PROPOSALS

In order for proposals to be considered, said proposal must be clear, concise, complete, well organized and demonstrate both respondent's qualifications, and its ability to follow instructions. The quality of answers, not length of responses or visual exhibits is important.

The proposals shall be organized in the format listed below and shall be limited to thirty (30) pages (excluding attachments and appendices) on 8 1/2" x 11" paper with all responses bound with tabs separating each section. Respondents shall read each item carefully and answer accurately to ensure compliance with District requirements. Failure to provide all requested information or deviation from the required format may result in disqualification.

A. Cover Letter

A signed letter of interest (no more than one page) stating the Contractor's interest and qualifications in providing the services as outlined in the RFP. Cover letter should include contact name, address, telephone number, and email address.

B. Price Proposal - a detailed breakdown of all costs.

C. Designated Subcontractor List

V. SELECTION PROCEDURES & GUIDELINES

The purpose of this Request for Proposals is to enable the District to select the Contractor that submitted the proposal that is the best value to the District for the Project as required by Education Code section 17406. The term "best value" as used in this RFP is defined in Education Code section 17400, and is inclusive of a competitive procurement process whereby the Contractor is selected on the basis of objective criteria for evaluating qualifications with the resulting selection representing the best combination of price, qualifications, and experience.

The District will use the selection process outlined below, which conforms to Education Code section 17406 and ensures that the best value selection by the District is conducted in a fair and impartial manner. A review and selection committee composed of key District officials and consultants will review and evaluate all proposals.

Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing Contractors prior to and during the review and evaluation process. Following selection of a Contractor pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law.

A. Selection Process

1. Qualification Portion

For the qualifications portion of the best value analysis, the District will evaluate each contractor based on the contractor's responses provided as part of the District's prequalification application, which is inclusive of the specific criteria listed below, and each Contractor's qualifications will be scored on a one hundred (100) point scale. The maximum number of points available to any Contractor is 100 points. These criteria are as follows:

- Licensure
- Business Information
- Company History
- Disputes
- Bonding History
- Legal Compliance

For the qualifications portion of the best value analysis and for the purpose of evaluating Contractors' qualifications pursuant to the criteria set forth above, the District will evaluate each Contractor on the basis of the responses provided in the Contractor's completed Prequalification application and Contractor's overall prequalification score. All Contractors achieving a minimally prequalifying score (75% on the prequalification application) will be scored pursuant to the following scale:

Contractor's Prequalification Score	Points Awarded For Qualifications
130	100
125 – 129	95
120 – 124	90
115 – 119	85
110 – 114	80
105 – 109	75
100 – 104	70
98 – 99	65
97 or less	Contractor Not Prequalified/Cannot Submit Proposal

In conjunction with a proposal, each proposing Contractor must submit the Prequalification Certification certifying that Contractor's responses in its Prequalification submission continue to be true and correct at the time Contractor submits a proposal.

If any of Contractor's answers to the Prequalification application have changed since becoming prequalified and are no longer true and correct, then the proposing Contractor must re-qualify pursuant to the District's prequalification process. A Contractor whose information provided during the prequalification process is no longer correct, even if previously prequalified, **shall not** be considered prequalified for purposes of this Project and its proposal will not be considered by the District unless Contractor has re-completed the District's prequalification process using the corrected/updated information and is determined to be prequalified.

2. Experience

For the experience portion of the best value analysis, the District will evaluate the following five criterion: Contractor Solvency, History of Performance, Owner-Contractor Relationships, History of Disputes, and Specialty Experience. Each criterion is comprised of requests for additional information and/or questions to Contractor (which are set forth below), and each request or question **must** be responded to by Contractor. Contractor's responses to the requests/questions for each criterion will be evaluated by the District, and the District will award a point value to Contractor for each criterion. Contractor's overall experience will be scored on a one-hundred (100) point scale, with each of the five criterion worth a maximum total of twenty (20) points.

Contractor's responses should be included on a separate sheet of paper and attached to Contractor's proposal. Every request or question for each criterion must be responded to, and any request or question answered "yes" must be further explained. At the District's discretion, an omission of requested information may result in an automatic rejection of the proposal submitted by Contractor, a reduction in the overall score awarded by District for the applicable criterion, or a total score of zero (0) for the applicable criterion.

The five criterion and the requests and/or questions that Contractor must answer are as follows:

i. **Contractor Solvency**

- a. Describe your general approach to ensuring that your company remains solvent and is able to fulfill all payment obligations to sureties, subcontractors, suppliers, materialmen, and other vendors.
- b. How many projects does your company currently have under bond?
- c. What is your company's current total bonding capacity?
- d. What is your company's current available bonding capacity?
- e. Has your company been unable to obtain a bond for a contract in the past five years? If yes, please explain.
- f. Has your company ever declared bankruptcy or been placed in receivership? If yes, please explain.

ii. **History of Performance**

- a. Using the form attached (Exhibit B) provide summaries of up to six (6) projects (including up to three (3) recent projects for the District, as applicable) completed by your company in the past ten years that are similar to the Scope of Work described in this RFP. For each project summary please provide the project name and client, a description of the scope of work, and a description of your role in the lifecycle of the project. If applicable, please specify if the project was a K-12 school project and/or conducted under Education Code Section 17406 *et seq.* (i.e., a Lease-Leaseback project). Provide examples of more than one owner to the extent possible.
- b. Describe your specific experience with K-12 public school projects conducted under Education Code Section 17406 *et seq.* (i.e., Lease-Leaseback projects).

- c. Describe your specific experience with projects subject to review and approval by the Division of the State Architect (“DSA”), and further describe your general approach to working with DSA field inspectors to obtain necessary approvals.
- d. Describe your general approach to ensuring that projects are completed on time and within budget.
- e. Describe your company’s general approach to providing high-quality construction services.
- f. Describe your company’s approach to being proactive when problems arise on a project. Additionally, please provide a detailed description of a situation where your company avoided or mitigated a significant issue on a project (i.e., delay, cost increase, non-performing subcontractor, etc.).
- g. Describe your company’s general approach to managing a project within the contract price, including specific methods to mitigate or avoid change orders and cost increases.
- h. Has your company ever failed to enter into a contract after being selected for a new school construction or modernization project? If yes, please explain.
- i. In the past five years, has your company failed to complete a contract within the authorized contract time? If yes, please explain.
- j. In the past five years, has your company’s contract on a public works project been terminated or canceled by the public entity owner? If yes, please explain.
- k. In the past five years, has your company contracted on a public works project subject to a Project Labor Agreement? If yes, please explain.

iii. Owner-Contractor Relationship

- a. Describe your company’s general approach to building and maintaining positive, responsive, collaborative, and trusting relationships with project owners, including any specific methods or techniques utilized by your company.
- b. Describe your understanding of the term “partnership mentality” and explain how a partnership mentality may benefit a contractor and project owner. Additionally, describe how a partnership mentality may benefit the District and your company with respect to this Project.

iv. History of Disputes

- a. Describe your company’s general approach to avoid or mitigate disputes between your company and: (i) project owners; and (ii) your vendors (subcontractors, suppliers, etc.). Describe any specific methods or techniques utilized by your company to avoid or mitigate disputes with owners and vendors.
- b. Has your organization been involved in litigation or arbitration in the past five years related to a construction project? If yes, please explain.
- c. How many stop notice enforcement lawsuits against your company have been lost or settled by the company in the past five years? If the answer is more than “zero”, please describe each stop notice that was lost or settled.

- d. How many unresolved change orders resulted in a claim filed by your company against a project owner in the past five years? If the answer is more than “zero”, please explain each claim submitted.

v. **Specialty Experience**

- a. Describe your specific experience with high school field improvements.
- b. Provide summaries of all projects completed by your company that included high school field improvements. For each project summary please provide the project name, client, and a detailed description of your scope of work.
- c. Describe problems or issues that you see as common to high school field improvements and describe how you attempt to avoid or mitigate these issues.
- d. Explain your approach to subcontracting or staffing specialty trades related to the proposed project.

3. Price Proposal Portion

For the price proposal portion of the best value analysis, the District will evaluate the amount of Contractor’s lump sum price. The price proposal portion of the best value analysis will also be scored on a one hundred (100) point scale. District will score Contractors on the basis of the lowest to highest price proposal submitted. All Contractors submitting a price proposal will receive points, in increments of five (5), based on the amount of the price proposal, with the Contractor with the lowest price proposal receiving the most points available and the Contractor with the highest price proposal receiving the fewest points available. Specifically, the Contractor with the lowest price proposal will receive 100 points, the Contractor with the second lowest price proposal will receive 95 points, the Contractor with the third lowest price proposal will receive 90 points, and so forth until all Contractors have received points. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points.

4. Total Best Value Score

After the District has allocated points to qualifying Contractors for both the qualification, experience and community benefit, and price proposal portions of the best value analysis, the District will combine the points received by each Contractor based on Contractor’s qualifications, experience and community benefit, and price proposal to create each Contractor’s best value score. District will then rank all Contractors based on each Contractor’s best value score. The Contractor with the highest best value score (highest combined point total from the qualifications, experience and community benefit, and price proposal analysis) shall be ranked highest, and all remaining Contractors shall be ranked in descending order based on the Contractor’s best value score, such that the Contractor receiving the lowest best value score receives the lowest ranking. (See Exhibit A).

VI. AWARD

The District reserves the right to reject any or all proposals, or waive any irregularities in any of the proposals submitted pursuant to this RFP. The Lease-Leaseback Agreement shall be awarded to the responsive Contractor with the highest best value score. In the event of a tie (more than one Contractor have the same highest best value score), District may award the Lease-Leaseback Project to the Contractor of its choice.

If the Contractor to which the Board awards the Lease-Leaseback Agreement refuses to execute the Lease-Leaseback Agreement and submit a payment bond, performance bond, proof of required insurance, and other required documents, the Board may revoke the award to that Contractor and award to the Contractor that submitted the next highest ranked proposal.

EXHIBIT A

RANKING OF BEST VALUE SCORES

SECTION I – CONTRACTOR QUALIFICATIONS

In the follow table, enter all proposing Contractors and the total points received from the qualifications evaluation (Maximum points available per Contractor is 100).

CONTRACTOR	POINTS AWARDED

SECTION II – CONTRACTOR EXPERIENCE

In the follow table, enter all proposing Contractors and the total points received from the experience evaluation, based on questionnaire (Maximum points available per Contractor is 100).

CONTRACTOR	POINTS AWARDED

SECTION III – LUMP SUM PRICES

In the following table, enter all proposing Contractors based on their lump sum prices in order from lowest to highest. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points. (For example, if two Contractors submit a price proposal of exactly \$1 million, which would qualify them both as the second lowest proposal, each Contractor shall receive 95 points.)

CONTRACTOR	LUMP SUM PRICE	POINTS AWARDED
		100
		95
		90
		85
		80
		75

SECTION IV – BEST VALUE SCORE

In the following table, enter all proposing Contractors, their scores from the qualifications, experience and community benefit, and price proposal evaluations, and their total combined score. The total combined score is the Contractor’s “best value score.”

CONTRACTOR	SECTION I TOTAL	SECTION II TOTAL	SECTION III TOTAL	COMBINED TOTAL OF SECTIONS I, II, & III

SECTION V – BEST VALUE RANK

In the following table, enter all proposing Contractors and best value score in order from the highest best value score to the lowest best value score. The Contractor with the highest best value score shall be ranked No. 1 overall.

CONTRACTOR	BEST VALUE SCORE (highest to lowest)	RANK
		1
		2
		3
		4
		5
		6

EXHIBIT B

SIMILAR PROJECTS (History of Performance)

Project	Owner/Contact Info	Scope of Work	Your Role

Project	Owner/Contact Info	Scope of Work	Your Role

PREQUALIFICATION CERTIFICATION
FOR LEASE-LEASEBACK PROPOSAL

I, _____, am authorized to represent _____ and sign this certification on its behalf to accompany the proposal that _____ is submitting for the Field Improvements at West Campus High School Project (“Project”).

I certify and declare that:

- _____ was previously prequalified by the Sacramento City Unified School District (“District”) to submit bids and proposals on District public works projects;
- The District issued such prequalification on _____, 20__;
- To the best of my knowledge, such prequalification has not expired; and
- The scope of such prequalification covers the Project.

In addition, I certify and declare that: *(Choose one)*

- All information submitted by _____ in conjunction with its prequalification application is still accurate and complete, and requires no updated information.
- Some of the answers and/or financial statements of _____ submitted in response to the previous prequalification questionnaire are no longer accurate and complete, and updated information is required. I understand that _____ must re-qualify pursuant to the District’s process for prequalification using updated, accurate and complete information. I further understand that if _____ does not become prequalified using updated, accurate, and complete information prior to submitting its proposal, the District reserves the right to discard and not consider my company’s lease-leaseback proposal.

I understand that any statement which is proven to be false shall be grounds for disqualification of _____ from submitting a proposal for the Project. I represent and warrant that I have authority to bind _____.

I certify and declare that I have read all the foregoing answers in this certification and all of the documents mentioned in the certification above, and know their contents. The matters stated in this certification are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Executed this _____ day of _____, 2017.

Signature

Name of Proposing Contractor

Printed/Typed Name