

**Business Services
Contracts Office**

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REQUEST FOR PROPOSALS

For

LEASE-LEASEBACK CONSTRUCTION

SERVICES

For

SCUSD CENTRAL KITCHEN – PHASE 1

Request for Proposal Issued: December 13, 2017

Mandatory Site Walk: December 21, 2017

Deadline for Submittal of Proposals: January 22, 2018

**Request for Proposal for Lease-Leaseback Construction Services
(SCUSD Central Kitchen – Phase 1)**

I. OVERVIEW

The Sacramento City Unified School District (“District”) is seeking proposals from qualified providers of Lease-Leaseback Construction Services (“Contractors”) for the **“SCUSD Central Kitchen – Phase 1” (“Project”), 3051 Redding Avenue and 7050 San Joaquin Street, Sacramento, CA 95820**. Contracts will be awarded by the Board under the provisions of Education Code section 17406 *et seq.*

The governing Board of the District is planning to award a contract for the Project at its regular Board meeting on February 15, 2018. The Board reserves the right to postpone or cancel this selection. The meeting will be held at 6:30 p.m. at Serna Center Community Rooms, 5735 47th Avenue, Sacramento, California.

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 January 12, 2018.

Contractor and any proposed subcontractors shall not be qualified to submit a proposal, or to be listed in a proposal, for the Project, and shall not be qualified to enter into, or engage in the performance of, the Lease-Leaseback Agreement, unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code. The Contractor’s registration must remain active throughout the term of the agreement.

The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises the RFP, all Contractors will be so notified by addenda. The District also reserves the right to extend the date on which responses are due, the date on which it announces the results of its best value analysis, or the date on which the award will be made.

As described in further detail below, the District will score the price portion of each proposal based on two factors: 1) a lump sum fee for Pre-construction services (“Pre-Construction fee”), which shall serve as the total compensation for pre-construction services; and 2) a percentage to be applied to the District’s construction budget (eventually the construction cost) of the Project (“Contractor Fee”) which will determine the total compensation for construction of the Project. The District will combine each proposer’s Pre-Construction Fee and Contractor Fee to determine their Total Price Proposal, which will be ranked and awarded points as described below.

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.

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

To submit a proposal for this Project, the Contractor is required to possess one or more of the following State of California Contractor Licenses: B – General Building.

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 January 22, 2017 to the following address:

Sacramento City Unified School District
Contracts Office
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 – SCUSD Central Kitchen – Phase 1.**” 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. Proposals not received by the deadline or in the proper format will be returned unopened.

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. Costs of preparing a proposal in response to this RFP are solely the responsibility of the responding Contractor. The District reserves the right to cancel in part or in its entirety this Request for Proposal.

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 Jessica Sulli, Contract Specialist, at Jessica-Sulli@scusd.edu no later than January 8, 2018. Specify “**RFP for Lease-Leaseback Construction Services – SCUSD Central Kitchen – Phase 1**” in the subject line. Responses to all questions received will be posted on the District’s website, <http://www.scusd.edu/rfp>.

Mandatory Site Walk

A mandatory site walk will be held on December 21, 2017 at 9:00 a.m. at 3051 Redding Avenue, Sacramento, CA 95820. Contractors who do not attend the site walk will be disqualified.

III. SCOPE OF SERVICES

The scope of the project includes a new transportation administration and maintenance building (“Transportation Facilities Work”), improvements to an existing warehouse structure (“Renovated Warehouse Work”), and the construction of a Grounds Warehouse (“Grounds Facilities Work”) (See Exhibit D).

The Transportation Facilities Work includes the site development and construction of a new transportation administration and maintenance facility for the Sacramento City Unified School District on a 5.1-acre parcel of land adjacent to the existing Transportation Facility on San Joaquin Street in Sacramento, CA.

The specific scope of the work for this portion of the project consists of the following: Site development, including demolition of existing structures, rough grading, new utility infrastructure, building pad development, landscape improvements and walks. The new transportation administration and maintenance facility is proposed to be a two story volume pre-engineered metal building housing 12,500 sf of administration/support space (2-story) and a 12,000 sf maintenance shop (1-story).

The Renovated Warehouse Work includes the interior renovation of the 50,000 sf central warehouse facility for the Sacramento City Unified School District (3051 Redding Avenue) in Sacramento, CA. The specific scope of work for this portion of the project consists of selective/partial demolition of existing offices, storage racks, refrigeration and freezer boxes, and floor slab for a new freezer unit. Modernization will include renovation of existing offices and restrooms, the addition of a new 6,650 sf insulated depressed slab bulk freezer (hydro floor heating system), a 5,000 sf bulk cooler, 1,500 two- and three-high storage pallet racks, and internal ramp improvements. Minor exterior improvements include pad preparation and the addition of one loading dock, miscellaneous paving improvements, and accessible upgrades from the public right-of-way to the entry.

The Grounds Facilities Work includes site development and construction of a grounds warehouse for the Sacramento City Unified School District on a 2-acre portion of land adjacent to the existing Central Warehouse on 3051 Redding Avenue in Sacramento, CA. The specific scope of work for this portion of the project consists of site development, including demolition of existing structures, rough grading, new utility infrastructure, building pad development, landscape improvements and walks. The new Grounds Warehouse is proposed to be a single story volume pre-engineered metal building housing 15,000 sf of open warehouse space and a 4,000 sf exterior canopy to cover large grounds equipment.

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**, no later than ten (10) business days following award. The versions of the Lease-Leaseback Agreement, Site Lease Agreement, Sublease Agreement, and other documents 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 **HMC Architects** as its Architect for the Project ("Architect"). DSA approval of the plans and specifications for the Project have not yet been issued, but will be obtained before or after award of the Lease-Leaseback Agreement. Certain Preconstruction services in the Lease-Leaseback Agreement will be performed before submittal to and subsequent approval by DSA, but the Work may not commence until DSA approval is received by the District. Draft plans and specifications may be obtained in e-Builder at <https://bidders.e-builder.net/landing?bidpackageid=a0408bc0-713b-4a4d-aba7-e334eecd3ce8> or by calling the Architect at **(916)325-1100**.

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 Contracts Office at (916) 643-2464 for assistance.

A. Pre-Construction, Construction and Post-Construction Services

Pre-Construction Services

As part of the scope of the Lease-Leaseback Agreement, Contractor shall perform the following pre-construction services:

1. Contractor shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District, as required by the District, to discuss the Project, including budget, scope, and scheduling meetings.
2. Contractor shall prepare and update the Preliminary Project Schedule.
3. Contractor shall assist Architect with State agency reviews.
4. Contractor shall procure the services of a pre-engineered building manufacturer to work with the Architect to prepare design drawings and calculations. The building manufacturer will be responsible for the pre-engineered rigid frame steel structural shell including soffits, build-outs, steel decks (2nd floor and roof), and second floor

framing. All finishes, second floor slab, roof assembly, and structural slab will be a part of the Architect's responsibility.

5. In consultation with Architect, review design documents for constructability, scheduling, clarity, consistency and coordination.
6. Contractor shall review Project design and budget with the District and the Architect at the conclusion of the Design Development Phase, at 50% Construction Documents Phase, and at 100% Construction Documents Phase to:

- 6.1. Contractor shall provide recommendations on site use and improvements, selection of materials, building systems and equipment.

- 6.2. Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible efficiencies that could be achieved through alternative methods or substitutions.

- 6.3. Contractor shall provide design phase estimates to establish and maintain the Project budget and scheduled costs.

- 6.4. Contractor shall provide plan review.

- 6.5. **Value-engineering.** Contractor shall prepare a value-engineering report for District review and approval that:

- 6.5.1. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operation costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

- 6.5.2. Provides detailed estimates for proposed value-engineering items;

- 6.5.3. Defines methodology or approaches that maximize value;

- 6.5.4. Identifies design choices that can be more economically delivered;

- 6.6. **Constructability Review.** Contractor shall prepare detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans at the 50% Construction Documents Phase that:

- 6.6.1. Ensures construction documents are well coordinated and reviewed for errors;

- 6.6.2. Identifies, to the extent known, construction deficiencies and areas of concern;

- 6.6.3. Back-checks design drawings for inclusion of modifications;
- 6.6.4. Provides the District with written confirmation that the various components have been coordinated and are consistent with each other so as to minimize conflicts with or between components of the design documents;

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 District estimates the total cost for this Project will be **\$21,000,000**. This estimate is based solely on the Architect's most recent estimate of the total Project costs and is subject to change.

C. Financing

The successful Contractor will be financing the construction of the Project through a lease-leaseback arrangement, and the District will be paying Contractor for its construction and financing through monthly lease payments that will extend beyond the completion of the construction by no more than twelve (12) months. The rate will be determined on the date of contract award equal to the current Bank of America prime interest rate, not to exceed 4.0%.

D. Scope of the Fee Proposal

1. Proposed Budget

The District will require an open book policy with the successful Contractor and its construction team on the entire Project, meaning that all costs included in the Contractor's Total Sublease Amount and each monthly Sublease Payment shall be clearly set forth to the District's satisfaction, including soft costs, site improvements, and the construction of the buildings. The District shall be entitled to have access to subcontractor bids, value engineering back-up, contingency breakdown and tracking, general conditions breakdown and tracking, documentation of Contractor's fees, and all other information necessary to verify construction costs.

The Project is subject to the payment of prevailing wages under the California Labor Code and applicable regulations, and the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

2. Preconstruction Services

Contractor's fee proposal should include a proposed lump sum fee for preconstruction services ("Preconstruction Fee"). Contractor shall be responsible for all preconstruction services identified in this RFP but shall not be entitled to any compensation in excess of the Preconstruction Fee unless agreed in writing by the District. The Preconstruction Fee shall be paid to the Contractor in accordance with the following schedule:

1. Design Development Phase: **10/27/17**
2. Construction Documents 50% Phase: **12/18/17**
3. Construction Documents 100% Phase: **1/29/18** – (50% of Preconstruction Fee)
4. Notice to Proceed: **4/26/18** – (50% of Preconstruction Fee)
5. Construction of Project

All proposals shall be in the form of a percentage ("Percentage") to be applied to the construction cost of the Project as determined in accordance with Education Code section 17406(a)(3). Once the construction cost is determined, the successful Contractor's Percentage will be applied to that construction cost to determine the total dollar amount Contractor will be paid as its fee for the Project ("Contractor Fee"). Contractor will accept the Contractor Fee as total compensation for its overhead, general conditions, expenses and profit on the Project. Contractor's costs that are intended to be covered by the Contractor Fee, include 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. Overhead and profit.
3. Supervision of subcontractors and suppliers and other management responsibilities.
4. Anticipated materials, equipment, and employee/ labor (including but not limited to wages, salaries and benefits) costs for Work performed by Contractor.
5. All bonds and insurance, including but not limited to payment and performance bonds.

For purposes of the Price Proposal included in this RFP, the Contractor's Percentage will be applied to the construction cost estimate to analyze the best value. Once the contract is awarded and following the occurrence of (i) Contractor's completion of the preconstruction services; (ii) the selection of all subcontractors in accordance with Education Code section 17406(a)(4); and (iii) any required DSA approval of the Plans and Specifications for the Work, Contractor shall provide Owner with objectively verifiable information of its costs to perform the Work and a written rationale for the proposed Total Sublease Amount, including documentation sufficient to support

the calculation. The Total Sublease Amount shall be the sum total of the base construction cost and the Contractor Fee. Contractor's written rationale shall detail the "base construction cost" for the Project, consisting of (a) all subcontracts to be awarded by Contractor for the Project, plus (b) any separately awarded contracts for materials and supplies for the Project. The product of the base construction cost, multiplied by the Percentage offered by the Contractor in its proposal, shall be the "Contractor Fee", which shall also be set forth in Contractor's written rationale. The Total Sublease Amount shall be stated in Section 6 of the Sublease Agreement and shall constitute the total compensation to Contractor for constructing the Project and performing the Work. The successful Contractor may not commence construction of the Work until the District has approved the Total Sublease Amount.

E. Time to Complete

It is anticipated that construction will start on or about April 26, 2018. Time of completion for this project shall be two-hundred eighty-seven (287) 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 subdivision (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 subdivision (a)(2)(C), and Public Contract Code section 20111.6 subdivisions (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.

Contractors shall submit one (1) original signed proposal, three (3) additional hard copies, and one (1) digital copy (flash drive) in write protected PDF format. 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. Contractors 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. Qualifications

C. Experience

D. Price Proposal

1. Flat fee for preconstruction services.
2. Percentage fee for construction of Project. The percentage must be calculated out to three (3) decimal places and shall include a break-out of any anticipated materials, equipment, and employee/labor (including but not limited to wages, salaries and benefits) costs for Work performed by Contractor.

E. 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 ("Exhibit C") 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-prequalify 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 criteria: 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 three (3) recent projects for K-12 California school districts, 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. Describe any public works projects your company has contracted on subject to a Project Labor Agreement in the past five years.

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 company’s experience with lube and compressed air plumbing.
- b. How many years of experience does your firm have conducting lube and compressed air plumbing projects?
- c. Describe your company’s experience with walk-in refrigeration and freezers greater than 1,000 s.f.
- d. Describe your experience installing hydro floor heating systems beneath insulated walk-in freezer floors.

3. Price Proposal Portion

For the price proposal portion of the best value analysis, the District will evaluate the flat Preconstruction Services Fee combined with the percentage Contractor Fee (calculated out three (3) decimal places to differentiate between proposals) to determine the “Total Price Proposal.” 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 Total Price Proposal submitted. All Contractors submitting a price proposal will receive points, in increments of ten (10), based on the amount of the Total Price Proposal, with the Contractor with the lowest Total Price Proposal receiving the most points available and the Contractor with the highest Total Price Proposal receiving the fewest points available. Specifically, the Contractor with the lowest Total Price Proposal will receive 100 points, the Contractor with the second lowest Total Price Proposal will receive 90 points, the Contractor with the third lowest Total Price Proposal will receive 80 points, and so forth until all Contractors have received points. In the event two Contractors submit Total Price Proposals with the same overall price, both Contractors shall be awarded the same amount of points.

4. Interview and Presentation

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 interim score. District will then rank all Contractors based on each Contractor’s interim score. The Contractor with the highest interim 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 interim score, such that the Contractor receiving the lowest interim score receives the lowest ranking.

The three (3) Contractors with the highest interim scores will qualify for the Interview and Presentation phase of proposal evaluations. The interview is expected to take place during the week

of January 29th, 2018. Representatives from the Contractors with the three highest interim scores will be invited to present their proposal to the District and to be interviewed by the District.

The interview will address the Contract's price proposal, relevant experience, proposed schedule for completing the project, and proposed staffing for the Project. Up to ten (10) points will be awarded for the presentation of the Contractor's proposal, up to ten (10) points will be awarded for the interview, and up to five (5) points will be awarded for the project schedule for a maximum potential point award of twenty-five (25) points. After the District has awarded points for this phase, the District will combine the points received by each Contractor in the Interview and Presentation phase to create the "Interview and Presentation Score."

5. Total Best Value Score

After the Interview and Presentation phase, District will combine each Contract's interim score with the Contractor's Interview and Presentation Score, if any, to create the "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, price proposal analysis, and interview and presentation) 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)

The District expects to complete and announce its best value analysis, and ranking of proposals from highest best value score to lowest best value score, within ten (10) days of the deadline for submittal of the proposals. The District will announce its analysis and ranking to all proposing Contractors at the same time by posting the analysis and ranking to the District's website.

VI. AWARD

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFP, or to procure or contract for work. 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 following 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 following 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 – PRICE PROPOSALS

In the following table, enter all proposing Contractors based on their Total Price Proposal (Preconstruction Service Fee combined with Construction Service Fee applied to the construction budget) 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	TOTAL PRICE PROPOSAL	POINTS AWARDED
		100
		90
		80
		70
		60
		50

SECTION IV – INTERIM 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 “interim score.”

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

SECTION V – INTERVIEW AND PRESENTATION SCORE

In the following table, enter all proposing Contractors qualified for the Interview and Presentation Phase, their scores, and their combined score. The total combined score is the “interview and presentation score.”

CONTRACTOR	PRESENTATION POINT TOTAL	INTERVIEW POINT TOTAL	PROJECT SCHEDULE POINT TOTAL	COMBINED POINT TOAL

SECTION VI – BEST VALUE SCORE

In the following table, enter all proposing Contractors, their interim score, interview and presentation score, and their total combined score. The total combined score is the Contractor’s “best value score.”

PROVIDER	INTERIM SCORE	INTERVIEW AND PRESENTATION SCORE	COMBINED TOTAL

SECTION VII – 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

EXHIBIT C
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 SCUSD Central Kitchen – Phase 1 (“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 (through Quality Bidders) approved 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 _____, 2018.

Signature

Name of Proposing Contractor

Printed/Typed Name

EXHIBIT D

