

Sacramento City Unified School District

5735 47th Avenue, Sacramento, CA 95824

October 8, 2024



Request for Proposal (RFP #478)

Lease-Leaseback Construction Services

For

Fern Bacon Middle School Campus Revitalization

**Request for Proposals
Lease-Leaseback Services
Sacramento City Unified School District**

Exhibits

- Exhibit A: Purchasing Map**
- Exhibit B: Schematic Design**
- Exhibit C: Allowable General Conditions Costs and other Project Costs**
- Exhibit D: Fee Proposal Form**
- Exhibit E: Facilities Lease**
- Exhibit F: Site Lease**
- Exhibit G: SCUSD Boundaries and Zip Codes**
- Exhibit H: DVBE Requirements**
- Exhibit I: LLB Standard Forms for Construction**
- Exhibit J: Non-Collusion Affidavit**
- Exhibit K: Iran Contracting Act Certification**
- Exhibit L: Certification Regarding Russian Sanctions**
- Exhibit M: SCUSD Project Labor Agreement**
- Exhibit N: Preliminary Schedule**

The Board of Trustees (“Board”) of the Sacramento City Unified School District (“District”) is seeking qualified providers of lease-leaseback construction services (“LLB Entity”) to provide preconstruction and construction related services for construction of the **Fern Bacon Middle School Campus Revitalization** located at **4140 Cuny Ave., Sacramento, CA 95823**, County of Sacramento, State of California pursuant to California Education Code Section 17406 (the "Project"), including a twelve (12) month post-construction lease period. A single entity will be selected for the lease-leaseback (“LLB”) delivery and financing for the Project.

I. Critical Dates

Proposal Due Date:

Seven (7) hard copies in a three-ring binder or spiral bound and one (1) separate electronic pdf flash drive of the proposal (**without the fee proposal**), and a separate sealed envelope with one (1) hard copy and one (1) electronic copy pdf flash drive of the Fee Proposal (**Exhibit D**) shall be delivered **no later than November 5, 2024, by 2:00p.m.** to:

Sacramento City Unified School District
District Office – Contracts Office (see attached map as **Exhibit G**)
5735 47th Avenue, Sacramento, CA 95824
Attn: Tina Alvarez-Bevens

Proposals not received by the deadline will be returned unopened. **QR codes and website hyper-links will not be considered.**

RFP Milestone Dates:

The following are the anticipated dates in connection with the award of the lease-leaseback instrument, but are subject to change:

- **10/8/2024** – RFP link is made available through the District website <https://gateway.app.e-builder.net/app/bidders/landing?accountid=aaf85f30-eade-4a97-af1d-5076c07d8a32&projectid=298d8daf-f8bf-4f9b-84cd-37bb6cd15f4a&bidpackageid=b355e85e-901c-4e54-b539-f5016bf46081>.
- **10/17/2024 at 2:00pm** – **Mandatory** Preproposal conference at **Fern Bacon Middle School - 4140 Cuny Ave., Sacramento, CA 95823**. We will meet in the parking lot.
- **10/23/2024 by 2:00pm** – Deadline to submit questions via email in accordance with RFP section VII. General Information.
- **10/29/2024** – Deadline to submit pre-qualification applications. Link to Quality Bidders can be found at <https://www.scusd.edu/contractor-prequalification>.
- **10/30/2024 by 2:00pm** – If applicable, an addendum will be uploaded to the RFP Document link <https://gateway.app.e-builder.net/app/bidders/landing?accountid=aaf85f30-eade-4a97-af1d-5076c07d8a32&projectid=298d8daf-f8bf-4f9b-84cd-37bb6cd15f4a&bidpackageid=b355e85e-901c-4e54-b539-f5016bf46081>.
- **11/5/2024 by 2:00pm** – **Proposals due.**

- **11/8/2024** – District Notification to Selected Interview Firms.
- **11/14/2024** – Interviews.
- **11/18/2024** – District selection of successful LLB Entity.
- **12/19/2024** – Anticipated board award of LLB instrument.
- **12/20/2024** – Pre-construction NTP issued.

II. Project

Scope Description **Fern Bacon Middle School Campus Revitalization** (Refer to **Schematic Design for Basis of Submitting Proposal** attached hereto as Exhibit B).

- Construction includes but not limited to: Demolition of four existing buildings, paving, landscaping, and utilities. Construction of one (1) two-story classroom building and two (2) classroom buildings. Modernization of the existing multi-purpose building and gymnasium. Completion of site work, paving, landscaping, and fencing.

DSA approval, District approval of the initial or revised Total Base Rent (“TBR”; see Preconstruction Services below) and issuance of a Notice to Proceed with the construction work is an express condition precedent before the construction may commence. Completion of the Project will be followed by a post-construction occupancy period of twelve (12) months.

The total estimated TBR of the Project is **\$86,000,000** to be divided among the Preconstruction services, Construction (**including construction and owner contingencies, fees, general conditions, bonds, insurance, and financing**), and Post-construction as set forth below.

Anticipated Schedule:

- ✓ Preconstruction services is scheduled to go from 12/23/2024 – 6/5/2025.
- ✓ DSA submittal target is by 12/16/2024 with DSA approval by 4/4/2025.
- ✓ The LLB entity will be required to provide a constructability/BIM review and DSA submittal estimate by 2/14/2025.
- ✓ The Entity will be asked to begin and complete the TBR Development for final District approval not later than 3/31/2025 for board approval on 6/5/2025.
- ✓ The District anticipates issuing the Notice to Proceed for construction services on 6/9/2025.
- ✓ The construction duration is anticipated to be from 6/16/2025 – 7/5/2027, with punchlist and final project acceptance anticipated by 10/1/2027.
- ✓ The post-construction duration is anticipated from 10/2027 – 9/2028.

Preconstruction Services

Preconstruction services, as defined in Education Code section 17400(b)(4), will include the services generally described below in Section IV(1), Scope of Work, Preconstruction Phase Services including but not limited to a design/constructability and BIM coordination review, value engineering, detailed cost estimating, including variables and options in order to meet the District’s budget, development of the different trades’ scope of work, and bidding and preparation of the TBR and lease payment schedule.

The TBR shall be developed through a public competitive sub-bid selection process for any scope of work in excess of one-half of one percent (0.5%) of the anticipated TBR. A minimum of three bids is expected for each trade. The competitive sub-bid selection process (i) will require advertisement in accordance with that required of the District, fixing a date on which qualifications, bids, or proposals are due; (ii) will permit selection and award of subcontracts on either a best value basis or to the lowest responsible bidder, as specified in the solicitation for bids; and (iii), if a best value basis will be used, will establish in the solicitation reasonable qualification criteria and standards. The LLB Entity will provide the District with a copy of their bid advertisement and subsequent addenda. Subcontractors awarded construction subcontracts under this process shall be afforded all protections of the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the California Public Contract Code).

Notwithstanding the foregoing, the Respondent may identify Disabled Veteran Business Enterprises (“DVBE”) in its Proposal that the Respondent is committing to use, including the DVBE’s scope of work. Any DVBE identified in the Proposal must be listed in accordance with Public Contract Code sections 4100 *et seq.* and used for the listed scope of work. When developing the TBR, the LLB Entity will be required to submit a rationale for the DVBE’s price, including documentation sufficient to support that the DVBE’s price is reasonable.

If the LLB Entity plans to self-perform any work, the Entity must submit a sealed bid directly to the District a minimum of 48-hours in advance of the bid due date for the subcontractors. LLB Entity will provide the District with a copy of their bid advertisement and subsequent addenda. The cumulative amount of self-perform work not required to be blind bid is **\$50,000**.

The LLB Entity will be required to submit a detailed estimate for any work under one-half of one percent (0.5%) or \$5,000, whichever is greater.

Before the TBR may be approved by the District, the LLB Entity will be required to provide the District with objectively-verifiable information of its costs and a written rationale for the TBR. For all work requiring bids (whether formal or informal), the information will include, without limitation, all bids received and the rationale for selecting the proposed subcontractor.

Generally speaking, preparation of the TBR will require approximately seven (7) weeks, broken down as follows:

- Three weeks for bidding of trade contractors by LLB Entity,
- Up to one week for preparation of initial TBR Binder by LLB Entity and review of the binder by District
- One week for District and LLB Entity to further clarify issues with Design Team and for LLB Entity to make revisions and submit final TBR and associated supporting documents for Board approval
- Two weeks for Board review and approval

Construction – Please refer to the Exhibit B Preliminary Schematic Plan for Basis of Submitting Proposal.

Additional Project Information

The LLB Entity is required to hold a California Contractor’s License, Class **B – General Building Contractor**, which is current, valid and in good standing with the California Contractor’s State License Board, and is required to be registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code section 1725.5.

The LLB Entity shall work under the direction of the District and its agents. District agents shall be the Construction Manager (“CM”), **Innovative Construction Services (ICS)** and the Architect. For this Project, the District has retained **Nacht & Lewis Architects** as its Architect (Designer of Record) to prepare the design and engineered plans and specification for the Project. The LLB Entity shall work with the District, the CM, and the Architect, as necessary to conduct its services.

The Architect Contact is:

Chris Flatt
NLA
600 Q Street, #100
Sacramento, CA 95811

The District Contact is:

Chris Ralston
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

The Architect has utilized Revit 2024. The Building Information Modeling (“BIM”) is developed to level 300. BIM will include all architectural, structural, fire protection, mechanical, electrical and plumbing. This model will be turned over to the LLB Entity, free of charge, with a signed release of liability and used to begin subcontractor coordination at the start of construction. The accuracy of the model, if used, shall be the LLB Entity’s responsibility to verify. Please refer to the Exhibit H Preconstruction Services within the Exhibit E Facilities Lease for LLB Entity BIM requirements.

III. Contract Parameters

Public Contract Code section 20111.6

Prequalification in compliance with Public Contract Code section 20111.6 is required for this Project. Therefore, Respondents must be prequalified prior to submitting their proposals for this Project. In addition, all mechanical, electrical and plumbing (“MEP”) subcontractors (as defined by Public Contract Code section 20111.6(k)) must be prequalified prior to submitting any bids for Construction Increment services on this Project. MEP subcontractors subject to these requirements are those with any of the following license classifications: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46. The LLB Entity shall work with the District and the District’s consultants in prequalifying such subcontractors, as well as any other subcontractors or suppliers that may be identified by the District during preconstruction services to be prequalified, using the District’s standard Prequalification Questionnaire and uniform rating system. Respondents and MEP subcontractors must have submitted a prequalification application no later than ten (10) business days before the due date for Proposals or bids or have been prequalified for at least five (5) business days before the due date for Proposals or bids.

The District’s Prequalification Application is done on-line. The direct link to the on-line application through the District website is <https://www.scusd.edu/contractor-prequalification>. Proposals will not be accepted from any Respondent to this RFP who has not complied with these requirements.

Public Works Registration Requirement

Notice is hereby given that this project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that the LLB Entity and its subcontractors are required to be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 at the time of bidding. **The LLB Entity must be registered with the Department of Industrial Relations (“DIR”) prior to the due date for Proposals on this RFP.** Failure of a Respondent to be registered by the Proposal due date will render the Proposal non-responsive. The selected LLB Entity’s subcontractors, truckers and any suppliers and/or vendors subject to California’s prevailing wage laws are required to be registered with DIR pursuant to Labor Code section 1725.5 at the time bids or proposals are submitted for the trade work, or, in the case of any such subcontractors, truckers, suppliers and/or vendors who are not required to submit bids or proposals, must be registered with DIR not later than 24 hours before they commence any work on the Project.

Education Code section 17407.5

In accordance with Education Code section 17407.5, the District has entered into a project labor agreement (“PLA”), attached as **Exhibit M** hereto, that will bind all contractors and subcontractors performing work on the Project to use a “skilled and trained workforce,” as defined in Public Contract Code section 2601(d). By submitting a proposal on this RFP, the Respondent agrees to be bound by the District’s PLA. Under the PLA, all qualified Respondents are permitted to bid for and be awarded the Project without regard to whether they are otherwise parties to collective bargaining agreements. When developing the TBR during preconstruction services, the selected LLB Entity shall award subcontracts for the work without regard to whether the subcontractors are otherwise parties to collective bargaining agreements. The LLB Entity will be required to provide the District with a monthly report of its and its subcontractors’ compliance with the skilled and trained workforce requirements to ensure compliance with the PLA.

Financing

Financing will be required from the LLB Entity in that the total of the lease payments under the Facilities Lease for the Project will be spread over a Lease Term that includes a post-construction period of **twelve (12)** months after final completion of the Project. The District contemplates that the portion of the Project financed and paid during the post-construction period will not exceed five percent (5%) of the Total Base Rent. Any fees for financing during the post-construction period shall be stated in the Price Proposal and will be taken into consideration in evaluating the Proposals. The District will not pay any additional fees for financing during the construction period of any Increment.

Construction Budgets / Costs

The District will require an open book policy with the LLB Entity and its construction team. The District, through itself or its authorized agents and consultants, expects to have access to all Project information, including without limitation

subcontractor/supplier bids, contracts, and change orders; value engineering back-up; contingency breakdown and tracking; general conditions breakdown and tracking; actual costs for bonds and insurance; and LLB Entity fees.

Refer to the Facilities Lease (**Exhibit E**) for what constitutes a Change Order.

DVBE Participation Requirements

In accordance with Education Code section 17076.10, the LLB Entity will be required to meet or make good faith efforts to meet a goal of providing three percent (3%) of the amount of the Total Base Rent in work or materials to certified Disabled Veteran Business Enterprises ("DVBE"). **Exhibit H to the RFP and Attachment 1 to the Facilities Lease** sets forth in greater detail the DVBE outreach to apply when identifying subcontractors as part of developing the TBR. For any DVBEs identified in the Proposal, Respondent must include with its Proposal a printout of the webpage from <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx> reflecting that the DVBE is certified by the Department of General Services ("DGS") as of the date of the Proposal and all information required below in Section V, Proposal Format and Content, Body of Submittal, Paragraph 5.

Development of Initial and Revised Total Base Rent ("TBR") and Lease Payment Schedule (Refer to Exhibits C, D, and E attached herein)

Total Base Rent for the Construction Increment will be determined after taking bids and/or proposals for all subcontracting trades. Refer to Exhibits C, D, and E for what will be allowed as a direct cost of the work, general conditions, and Contractor's Contingency. Items included in the General Conditions cannot be included in the direct cost of the work by the subcontractors. In general, the following components will be included in TBR:

1. General conditions (refer to **Exhibit C** for allowable costs).
2. Work self-performed by the LLB Entity, if applicable
3. Cost of all subcontract scopes of work.
4. LLB Entity fee (includes overhead and profit and all other costs not specifically allowable in general conditions). District will not accept proposals with a Fee higher than **5.5%** of the sum of the Direct Cost of the Work plus General Conditions (excluding the cost of Bonds and Insurance, Allowances and Contingencies).
5. Payment and performance bonds for the LLB Entity to cover the final TBR (inclusive of Contractor and Owner's contingencies and allowances).
6. Insurance costs required by the Exhibit E in the Facilities Lease.
7. A Construction Contingency and a District Contingency for the District's sole use (excluding Contractor's contingency and allowances).
8. Miscellaneous allowances, if applicable, in an amount agreed upon by the District and the LLB Entity.
9. Financing costs.

The LLB Entity shall provide the District with written rationale for the price, and the District's Board must approve the TBR at a public meeting before the LLB Entity may proceed with any construction work of that Increment. The LLB Entity must provide documentation sufficient to support each element of the final price.

Monthly lease payments **are anticipated to be the same for each month during the construction period**, *except for the inclusion of approved contingency usages*. Monthly Lease Payments **during the post-construction period following completion of the Project shall be the same for each month**. All Lease Payment Schedules or revisions presented to the Board for approval must include a **twelve (12)** month post-construction period.

Subject to Board approval of the TBR for the Construction Increment and Lease Payment Schedule, the District and the selected LLB Entity will amend the Facilities Lease to incorporate the agreed-upon TBR and Lease Payment Schedule. If the Board does not approve the TBR and/or the Lease Payment Schedule, then the District may, in its sole discretion, decline to proceed with the Construction increment, or, in the alternative, may negotiate with the LLB Entity for a revised proposed TBR and Lease Payment Schedule. No work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, and for which Division of the State Architect approval is required, can be performed before receipt of the required DSA approval.

IV. Scope of Work

The Scope of Work is divided into Preconstruction Phase Services and one (1) Construction Increment. Commencement or completion of the Preconstruction Services does not obligate the District to proceed with the Construction Increment with the selected LLB Entity. The Scope of Work is anticipated to include the following:

1. **Preconstruction Phase Services for the Project – Exhibit H to the Facilities Lease (attached as Exhibit E to the RFP):**

- a. Input to and review of design and construction documents, constructability review with BIM – not code level plan checks - for clarity, consistency, coordination, schedule, phasing, budget - (one formal Constructability report for the project expected after DSA submission). Backchecks to be performed once design team has addressed review comments and prior to DSA approval for each project. The LLB Entity will work in a collaborative manner during the design process with the district staff, the Architect and the CM, as applicable. The LLB Entity should provide input on construction methodology and detailing based on the goals and objectives of the design to incorporate the strengths of their team. The LLB Entity may need to perform site investigation to confirm utilities and other infrastructure impacted or incorporated into the design to confirm location and or condition at the District's discretion. **LLB Entity is to include an allowance amount of \$100,000 for the Project** to be used on a time and material basis for site investigation, to be used at the District's discretion. Include the equipment rates and labor rates for the possible positions necessary to perform this work. Any unused allowance amount will be returned to the District via a deductive amendment to the Facilities Lease.
- b. Attend regular meetings (bi-weekly) with the Design Team, and District Representatives.
- c. Provide a detailed Construction CPM schedule that identifies the critical path within the Construction Increment. A minimum of **two weeks** of float for Owner's use needs to be identified. In coordination with the detailed CPM schedule, the Entity shall provide site logistics plan(s) with areas/locations of work and durations by proposed phase.
- d. Develop Scopes of Work for the different trade contractors and advertise for bids to obtain a minimum of 3 bids for each trade package. The solicitations for bids must establish reasonable qualification and selection criteria and standards, including any required prequalification, and the subcontracts shall be awarded in accordance with the stated qualification and selection criteria and standards. It is also the District's goal to obtain a minimum participation of 20% of the Direct Cost of the Work from local (within District boundaries) subcontractors and suppliers. LLB Entity will review bids received and identify associated "zip codes" for location of business address and business owner home address, and prepare initial and final TBR binder. LLB Entity will also ensure this requirement is noted on their advertisement for bids. **Refer to Exhibit G (District's Boundaries and associated zip codes.)** DVBE goal of 3% participation or Good Faith Efforts is required to meet State Funding requirements.
- e. District expects the LLB Entity to engage with different subcontractors during the Preconstruction Phase to seek input. Please identify what trades you plan to include for this phase and discuss it in the approach section. Any costs associated with subcontractor input will be included in the LLB Entity's Preconstruction Phase cost. The District expects the LLB Entity to seek competitive bids and will not be obligated to use any of the subcontractors engaged during the Preconstruction Phase during the Construction Increment.
- f. Develop the proposed Total Base Rent (TBR) and proposed lease payment schedule. The TBR proposal shall include the written rationale for the price and objectively-verifiable documentation of the costs to perform the services under the Facilities Lease, including documentation of the costs to perform any subcontract work reserved to a designated subcontractor in the Proposal. Undertake value engineering analysis and prepare report with recommendations to the District to maintain established construction budget. The LLB Entity will be required to submit an electronic, PDF, book-marked copy of the binder to include all required information as noted above.

2. **Construction and Post-Construction Services:**

Construction, modernization, off/on-site work as necessary to support the buildings and associated improvements. Services generally required are execution of subcontracts, provide on-site support and logistics including but not limited to temporary construction office trailers and equipment, supervise and direct the work, ensure a safe project/site, participate in project meetings, manage the construction costs (ensure costs allocated to construction contingency have entitlement and meet the contract requirements prior to submission to the District Representative), coordinate the work with the different subcontractors in an efficient manner, update the monthly construction schedule, coordinate equipment start-up and acceptance testing, training, provide a QSP and manage SWPPP, prepare record construction documents and close-out of the project. See also Exhibits C, D, and E. **The site will be occupied during construction.**

The LLB Entity shall not proceed with the Construction Increment unless and until the TBR is approved by the Board at a public meeting and a Notice to Proceed with construction of the increment is issued by the District.

No work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, and for which Division of the State Architect approval is required, can be performed before receipt of the required Division of the State Architect approval.

The LLB Entity will be required to use the District’s MIS online software - e-Builder for all Contract Administration responsibilities. District will be responsible for providing user licenses. LLB Entity will be responsible for the Internet connectivity on site.

While it is the intent of the District that the LLB Entity selected to perform the Preconstruction Services will continue on to perform the Construction and Post-Construction Services under terms of the Facilities Lease and Site Lease, the District reserves the absolute right not to proceed with the construction of the Project, whether under lease-leaseback format or at all.

V. Proposal Format and Content

The Respondent’s Proposal should be clear, concise, complete, well organized and demonstrate both Respondent’s qualifications and its ability to follow instructions.

Provide seven (7) hard copies and one (1) separate electronic pdf files of the Proposal **without the fee proposal** in a three-ring binder or spiral bound, not to exceed **thirty (30)** single-sided pages, no less than 10 point Times New Roman, Arial, or equivalent font, total length (Cover pages, Table of Contents, Tabs, Addenda (if any), OSHA forms, DVBE Certification pages, financial information forms in Section 12 below, resumes, and required Attachments J, K, and L are excluded from page count). Material must be in 8½ x 11 inch format. 11in. x 17in. sized paper will be accepted for the site logistics plan but will count as two (2) single-sided pages. **QR codes and website hyper-links will not be considered.** If an addendum is issued, please include it right after the cover letter. In the event of any discrepancy between the hard copy and the pdf copy of the Proposal, the hard copy will control. In a separate, sealed envelope provide one (1) hard copy of the fee proposal and one (1) electronic copy pdf flash drive. The entire proposal package (binders and fee proposal) shall be separately sealed in a box or envelope labeled with a copy of the “Submittal Cover” specified below.

The failure to include the Non-Collusion affidavit (Exhibit J) will cause the Proposal to be rejected. The failure to include the Iran Contracting Certification (Exhibit K) and Certification Regarding Russian Sanctions (Exhibit L) may, in the District’s sole discretion, cause the Proposal to be rejected.

All Respondents shall follow the order and format specified below. Please tab each section of the submittal to correspond to the numbers shown below.

Submittal Cover

Include the RFP’s title and submittal due date, the name, address, fax number, and the telephone number of responding firm (or firms if there is a joint venture or association). Include Respondent’s point of contact for this RFP with contact information including email address.

Table of Contents

Include complete and clear listings of heading and pages to allow easy reference to key information.

Body of Submittal

The following sections should be included in the order listed:

<p>1. A cover letter signed by an officer of the firm submitting the Proposal, or signed by another person with authority to act on behalf of and bind the firm. Indicate contact person(s) for the project. If an addendum is issued, please also acknowledge it on the cover letter. If Respondent is a joint venture, a principal or officer of each member of the joint venture must sign the cover letter.</p> <p>The cover letter shall include a certification in substantially the following form:</p> <p style="padding-left: 40px;">“[Respondent] certifies under penalty of perjury, under the laws of the State of California, that all information provided in its</p>	<p>Pass/Fail</p>
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<p>Proposal, including without limitation in exhibits and Attachments thereto and its Fee Proposal, is true and correct.”</p> <p>Failure to include such a certification shall make the Proposal non-responsive and unavailable for award.</p>	
<p>2. All issued addenda. It is the responsibility of Respondents to check the District’s website to ensure that they have received all addenda.</p>	Pass/Fail
<p>3. Respondents must hold a California Contractors License, Class B – General Building Contractor, which is current, valid and in good standing with the California Contractor’s State License Board. Provide the following information for the license:</p> <ul style="list-style-type: none"> a. Name of license holder exactly as on file b. License Classification c. License Number d. Date Issued e. Expiration Date 	Pass/Fail
<p>4. General information about your firm, including number of employees, type of business structure, years in business, website, name(s) of owner(s), home office location, local office location (if different), DIR registration number, federal tax I.D. number, whether you are a small business or disabled veteran business enterprise (DVBE), and market areas. Also include any signatory requirements to Union participation.</p>	5 Points
<p>5. Describe your approach to ensuring that the District meets its goals of 20% local business participation and 3% DVBE participation.</p>	5 Points
<p>6. Describe the history of any disputes and performance problems by the Respondent as a contractor (Nationwide). At a minimum, discuss whether or not any of the following have occurred and, if they have occurred, please explain. If any of the following have not occurred, state “N/A” or similar in response to the item. A response to each of the following sub-issues is required:</p> <ul style="list-style-type: none"> a. Suspension or revocation of any license of the Respondent, or of any parent, subsidiary, predecessor company, or affiliated company, within the last ten (10) years. An affiliated company is one with at least 10% common ownership, or with the same qualifying individual, or that has two or more board members or officers in common. (Less 1-10 points per incident, depending on the reason, the company, and when the incident occurred) b. Any EPA, Air Quality Management District, or Regional Water Quality Control Board finding against the Respondent or the owner of a project on which the Respondent was the prime contractor in the past five (5) years. (Less 1 point per incident) c. In the past five (5) years, any violation by the Respondent of any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works, or the laws requiring use of a “skilled and trained workforce” on certain public works projects. “Skilled and trained” violations should include only violations by the Respondent not subcontractors of any tier and should be counted as one (1) violation per project. (Less 1 point per incident up to a maximum of 5 points) 	<p>25 Points</p> <p>Loss of points from the total possible is specified for each issue</p>

<ul style="list-style-type: none"> d. Payment by the Respondent of liquidated damages of \$100,000 or more on any contract in the last five (5) years. (Less 1 point per incident. The District retains discretion to subtract additional points for any incident in which over \$150,000 in liquidated damages was paid, up to a maximum of 5 points.) e. Termination of the Respondent for cause and/or default within the last ten (10) years. Incidents where the termination was withdrawn or changed to a termination for convenience need not be listed. (Less 10 points if in the last 5 years; less 5 points if over 5 years ago) f. In the past five (5) years, cancellation of any insurance policy or refusal of any insurance company to renew an insurance policy due to non-payment of premiums or losses claimed. (Less 3 points per incident) g. Any finding by any public entity in the past five (5) years that the Respondent was not a “responsible” bidder or proposer. (Less 5 points per incident, unless based solely on lack of experience) h. Any finding by a court or arbitrator in the past ten (10) years that the Respondent was liable for making any false or fraudulent claim or material misrepresentation to a public agency or entity. (Less 10 points if in the last 5 years; less 5 points if over 5 years ago) i. Withdrawal of a bid or proposal for mistake in the past ten (10) years. (Less 1 point per incident) j. Withdrawal of a bid or proposal after a contract award to the Respondent in the past ten (10) years. (Less 3 points per incident) k. Any claims in excess of \$250,000 made in the past five (5) years which were either a) asserted by the Respondent against a project owner in arbitration or litigation and compromised for 40% or less than the amount asserted or b) asserted against the Respondent by a project owner in arbitration or litigation and compromised for 60% or more than the amount asserted. (Less 1-5 points per incident depending on amount of the claim and portion of the claim agreed to in the settlement.) 	
<p>7. Describe the Respondent’s safety record and safety program for local office, including at least</p> <ul style="list-style-type: none"> a. The Respondent’s worker safety program and how construction safety would be managed for the project. (4 points) b. Any CAL OSHA or Federal OSHA finding against the Respondent for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years. (none = 3 points; 1-2 = 2 points; 3-4 = 1 point; > 4 = 0 points) c. For each of the last three complete years - Provide the Average Lost Workday Incident Rate (LWIR), the Average Recordable Incident Rate (RIR) and the Experience Modification Rate (EMR) provided by your worker’s compensation insurance carrier. (3 points – 1pt each) 	<p>10 Points</p>

<p>8. Identify the key personnel proposed to work on the Project, providing the names and levels of responsibility of the pre-construction manager, day-to-day project manager, superintendent, and project engineer. Emphasize specifics as it relates to experience with projects that are a) Value of project is \$60M+, b) Both New Construction and Modernization, c) Multi-phased, and d) Occupied site. Attach résumés for all identified key staff. Projects referenced on résumés should include contract value, start and finish dates, and delivery method (e.g., design-build, lease-leaseback, construction manager at risk). No substitution of personnel identified will be allowed without the District’s approval. The assigned point values will be based on the following personnel:</p> <ul style="list-style-type: none"> a. Pre-construction Manager (15 Points) b. Full-time on-site Superintendent (20 Points) c. Full-time Project Manager (20) Points) d. Full-time Project Engineer (5 Points) 	<p>60 Points</p>
<p>9. Specific Respondent experience with K-12 or community college district projects subject to DSA review/approval in Northern California in the last ten (10) years, with an emphasis on a) Value of project is \$60M+, b) Both New Construction and Modernization, c) Multi-phased, d) Occupied site and e) conducted under lease-leaseback or design build procurement methodologies. Please include brief project description, procurement methodology, constructed values, dates (start and completion), names of owners and their contact information, and names of architects/engineers and their contact information. Clearly identify whether or not on any project(s) you exceeded the originally established Total Base Rent or Guaranteed Maximum Price in the past ten (10) years (identify the initial contract value, the amount and the reasons for exceeding the price).</p> <p>For purposes of this requirement, Respondents will receive greater points for demonstrated experience on projects of \$60 million or more.</p> <p>For purposes of this requirement, Respondents will receive greater points for demonstrated experience on projects with scope that were both new construction and modernization, multi-phased with an occupied site.</p> <p>The District may contact selected project contacts to assess similarity of work and quality of performance. The assigned point values will be based on the two (2) projects that the District concludes are the most applicable to the current Project.</p>	<p>60 Points</p>

<p>10. Describe in detail your experience, approach, and methods for carrying out Preconstruction Services, including without limitation the input and participation of selected sub-trades; scheduling; BIM modeling; and development of TBR. The assigned point values will be based on the following categories:</p> <ul style="list-style-type: none"> a. How will you work collaboratively with the Architect, CM, and other District personnel and consultants? Identify which trades you plan to include for this phase and discuss how you will involve those trades. Describe any proposed site investigation to assist the design team. (Provide examples) (5 Points) b. Scheduling. Describe capabilities for project scheduling, including typical software programs utilized and experience of personnel in these programs. Discuss briefly the plan for scheduling of this Project, including Phases and Increments in relation to each other, schedule tracking, and schedule updates. The District is open to creative scheduling that will reduce the overall length of time of design and construction, as well as minimize the impact to the campus as a whole. (10 points) c. Describe constructability and BIM modeling approach (10 Points) d. Describe process for developing the Total Base Rent, including developing subcontractor scopes of work, DVBE outreach, approach to meeting the Districts' goal of 20% local business participation, and overall bidding. Describe methods implemented for project buy out including procurement of materials, long lead items, and include examples of stored materials vs just in time delivery to maintain the project schedule and mitigate risk. Describe methods used to minimize scope gap and process to manage scope gap if one arises. Describe methods to prevent double coverage between trades, specifications, and plans. (15 Points) 	<p>40 Points</p>
<p>11. Describe in detail your approach and methods for carrying out the Construction Services, including without limitation how you will minimize the risk of building fabrication delays. The assigned point values will be based on the following categories:</p> <ul style="list-style-type: none"> a. Any creative methodology or technology that your firm uses or unique resources that your firm can offer that will assist in logistics of a multi-phased project, quality assurance/quality control, and creating a collaborative communication process with the project team. (5 Points) b. Describe how Respondent will manage construction to minimize delays, including unforeseen related adverse site or existing building conditions, and/or weather-related adverse site conditions.(15 Points) c. Describe how Respondent will manage the Project during construction. Project Management Plan – Provide site-specific safety plan and a logistics plan that demonstrates superior knowledge in working on an occupied site (show trailer location, laydown area, contractor parking, etc). The logistics plan shall include proposed phased plan by construction increment to mitigate school disruptions and impacts while construction is in progress. (15 Points) d. Describe how the Respondent will ensure that Respondent and all subcontractors comply with “skilled and trained workforce requirements” in the Project Labor Agreement. (5 Points) 	<p>40 Points</p>
<p>12. Financial Information – Provide the following financial information (1 point each):</p> <ul style="list-style-type: none"> a. A current “Comprehensive Insight Plus Report” from a commercial credit rating service, such as Dunn and Bradstreet. b. A letter from a financial institution stating a current line of credit. c. A letter from a California admitted surety or insurance company stating bonding limit that can be applied to this Project(s). 	<p>5 Points</p>

d. A letter from insurance company indicating ability to provide insurance.	
e. Indicate current value of all work the Respondent has under contract.	
13. Non-Collusion Affidavit	Pass/Fail
14. Iran Contracting Act Certification	Pass/Fail
15. Certification Regarding Russian Sanctions	Pass/Fail

Maximum Technical Points: 250 points

Short-listed Interview: The District will invite the short-listed respondents to meet with a District selection committee. Key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the proposal, the firm’s history, and other matters the committee deems relevant to firm evaluation with the firm. Prior to the interviews, the District will develop standard questions to ask of each presenter, which the District may or may not share with the firms prior to the interviews.

Maximum Interview Points: 100 Points

Fee Proposal

Submit the completed Fee Proposal (**Exhibit D**) in separate, sealed envelope, clearly labeled as the Fee Proposal.

The Fee Proposal will be scored as follows:

Scored Services	Basis for Evaluation	Points
Total of Preconstruction Fees and Costs	More than 10% below average: 10 points 7.6% to 10% below average: 9 points 5.1% to 7.5% below average: 8 points 2.1 to 5% below average: 7 points Between 2% below and 2% above average: 6 points 2.1 to 5% above average: 5 points 5.1% to 7.5% above average: 4 points 7.6 to 10% above average: 3 points 10.1% to 15% above average: 2 points 15.1 to 20% above average: 1 points More than 25% higher: 0 points	10 Points
Total of Construction Increment Fees and Costs	More than 10% below average: 25 points 7.6% to 10% below average: 23 points 5.1% to 7.5% below average: 21 points 2.1 to 5% below average: 19 points Between 2% below and 2% above average: 17 points 2.1 to 5% above average: 15 points 5.1% to 7.5% above average: 13 points 7.6 to 10% above average: 11 points 10.1% to 15% above average: 9 points 15.1 to 20% above average: 7 points More than 25% higher: 0 points	25 Points
Finance Rate	Lowest rate to up to .99% over the lowest rate: 10 points Lowest rate plus 1% to 1.99%: 9 points Lowest rate plus 2% to 2.99%: 7 points Lowest rate plus 3% to 3.99%: 5 points Lowest rate plus 4% to 4.99%: 3 points Lowest rate plus 5% or more: 0 points	10 Points

Maximum Fee Proposal Points: 45 Points

TOTAL POTENTIAL POINTS for RFP: 395 Points

VI. Selection Process

1. The purpose of this Request for Proposals is to enable the Sacramento City Unified School District to select the firm offering the best value to the District for award of a lease-leaseback instrument under the provisions of Education Code section 17406.
2. The District will use the qualifications-based selection process outlined below.
3. A review and selection committee composed of key District officials and consultants will review and evaluate all Proposals based on the technical scoring criteria identified in Section V above and will conduct interviews as appropriate. The evaluation team first will evaluate the Qualifications / Technical portion of the submitted Proposals to determine whether they meet the format and content requirements and the standards specified in the RFP.
4. All compliant Proposals will be scored using the technical criteria identified above. The evaluation team will not open the contents of the sealed fee proposal during this part of the evaluation.
5. After the evaluation team scores all Proposals, each Proposal shall be assigned a technical score for each factor that is the average of the individual evaluators' scores for the factor, and a sum of the total average factor scores.
6. The technical scores will be used to create a short list of Respondents to be interviewed by the evaluation team, at the sole discretion of the District. Respondents not on the short list will not be eligible for further consideration for award.
7. Prior to the interviews (if conducted), the District will develop standard questions to ask of each presenter, which the District may or may not share with the firms prior to the interviews. The interview will be worth up to **one hundred (100)** points, based on the average of the individual evaluators' scores, for a total potential score of **three hundred fifty (350)** points. Final average technical scores then will be recalculated.
8. After final calculation of the technical scores, the fee proposal portion will be opened and scored in accordance with Fee Proposal standards identified above. The best value score will be determined by totaling the technical points, the interview points, and the fee proposal points (up to a total **395** maximum points.)
9. The District shall rank Proposals by best value score from the highest to lowest best value score. If the District elects to proceed with award, then, in a Notice of Intent to Award, the District shall publicly announce the rankings and scores, identify the intended awardee offering the best value, identify the intended awardee's price, and state the date of the Board meeting at which the award will be recommended.
10. Proposals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing Respondents prior to and during the review, evaluation, and negotiation processes and prior to issuance of the Notice of Intent to Award. However, to the extent that the submittals are public records under California law, they may be released to members of the public if specifically requested under the California Public Records Act. The District does not intend to release any Proposals under the Public Records Act until it has completed its evaluation and announced an intent to award. If the District rejects all Proposals, then the District will not release the Proposals until after it has either elected not to proceed with the Project or has announced an intent to award a contract for the Project.
11. The District reserves the right to request additional information at any time, which, in its sole opinion, is necessary to assure that a Respondent's competence, number of qualified employees, business organization and financial resources are adequate to perform the required lease-leaseback services for the District.
12. If the Respondent to which the LLB instrument is awarded fails to execute the Site Lease and Facilities Lease within one week following award by the Board, then the Board may award the LLB Instrument to the next-highest scored Respondent if the Board finds the award to be in the best interest of the District.

VII. General Information

1. Amendments. The District reserves the right to cancel or revise in part or in its entirety this RFP. If the District cancels or revises this RFP, then it will do so by addenda posted to the District's website and provided to Respondents. The District also reserves the right to extend the date responses are due.
2. Inquires. Any questions regarding this RFP or selection process shall be directed in writing to all of the following:

Sacramento City USD Contracts Office
Robert Aldama: robert-aldama@scusd.edu
& Tina Alvarez-Bevens: tina-alvarez-bevens@scusd.edu
and

Meredith Collins, Sr.PM
ICS, Inc.
meredith@icscm.com

Applicants are requested not to contact other District staff, Board members, and/or the Architect in connection with this selection process. Any applicants who violate this request may be disqualified from further consideration.

The District will reply regarding substantive issues by addenda which will be uploaded to the District's website. It is the responsibility of the Respondent to check the District's website for updated information prior to the Proposal due date. Questions received after the deadline noted in the RFP may not be answered. Only questions answered by formal written addenda will be binding.

Respondents shall submit questions regarding any ambiguity, uncertainty, or other perceived flaw in this RFP, or any proposed changes to the Site Lease or Facilities Lease, as soon as the issue is identified, but no later than the deadline to submit questions on this RFP. Any such issue which is not raised with the District's designated representative prior to the deadline to submit questions shall be waived, and the District will not consider any challenge based on the contents, structure, or terms of this RFP after the Proposal deadline. **Specifically, the District does not intend to consider any requested changes to the Facilities and/or Site Leases after the Proposal deadline, other than to insert information about the selected LLB Entity and its pricing information, unless such changes were proposed prior to the question submittal deadline and disclosed to other Respondents as potentially acceptable changes in an addendum.**

The District shall not be obligated to respond to any question unless it is submitted in writing to the District designated representative identified above. The District shall be bound only by written responses to questions contained in an addendum to the RFP. Oral responses, or email responses, shall not be binding on the District. **If the District approves any change to the language of the Facilities Lease or Site Lease, that change will be shared with all Respondents by addendum identifying the optional alternate language.**

VIII. Special Conditions

1. Non-Discrimination. 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.
2. Drug-Free Policy and Fingerprinting. The selected LLB Entity shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free workplace certificate.
3. Costs. Costs of preparing a Proposal in response to this RFP are solely the responsibility of the Respondent.
4. Prevailing Wages. Respondents are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. These rates are set forth in a schedule that may be found on the California Department of Industrial Relations home page (www.dir.ca.gov). Any LLB Entity to which a contract is awarded must pay the prevailing wage rates, post copies thereof at the job site, and otherwise comply with applicable provisions of State law.

5. Bonding. The successful LLB Entity will be required to furnish Performance and Payment (Material and Labor) Bonds after being directed to commence construction work.
6. Limitations. This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.

END OF RFP #478