

[For use with fee proposals and over 2500 ADA]

[REDACTED] School District
[REDACTED]
[REDACTED], California 9[REDACTED]

Request for Sealed Fee Proposals and Qualifications
For Lease-Leaseback Construction Services

Construction of the [REDACTED] Project

RFP Issued: [REDACTED], 20__

Prequalification Applications Due: [REDACTED], 20__, at [REDACTED]:00 PM

Sealed Proposals Due: [REDACTED], 20__, at [REDACTED]:00 PM

Selection by Governing Board: [REDACTED], 20__, at [REDACTED]:00 PM

Request for Sealed Fee Proposals and Qualifications
For Lease-Leaseback Construction Services

Construction of the [redacted] Project

The Governing Board (the “Board”) of the [redacted] School District (the “District” or “Owner”) is seeking qualifications and proposals from qualified providers of lease-leaseback construction services (“Contractors”) for the construction of the [redacted] project (“Project”) within the District. Contracts will be awarded by the Board under the provisions of Education Code 17406 *et seq.*

I. Critical Dates

A. Prequalification Applications Due Date:

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. Prequalification applications are available on the District’s website or at the District’s main office located at: [redacted]. A proposal submitted by a Contractor that is not prequalified will not be accepted and will not be considered by the District. To be prequalified for the Project, prequalification application packets must be completed and returned to the following person/address by no later than [redacted] p.m., [redacted], 20__:

[redacted] School District
Room [redacted]
[redacted]
[redacted], CA 9 [redacted]
Attention: [redacted] [name], [redacted] [title]

Contractors are encouraged to submit prequalification packages earlier than the date set forth above, so that they may be notified of prequalification status well in advance of any applicable proposal deadline.

B. Sealed Proposals Due Date:

An original + six (6) copies of each Contractor’s sealed proposal for the Project shall be delivered to the following address **no later than** [redacted], 201 [redacted], at [redacted]:00 [redacted].m. on the clock designated by the District or its representative as the governing clock:

[redacted] School District
Room [redacted]
[redacted] [street address]
[redacted], CA 9 [redacted]
Attention: [redacted] [name], [redacted] [title]

Facsimile (FAX), e-mail, or other electronic copies of the proposal will not be accepted. Only hard copies will be accepted.

Proposals not received by the deadline or in the proper format will be returned unopened.

C. Selection Date:

The governing Board of the District is planning to select a contractor for the Project at its regular Board meeting on [REDACTED], 201[REDACTED]. The Board reserves the right to postpone or cancel this selection. The meeting will be held at [REDACTED]:00 p.m. in the District Office's [REDACTED] Room, [REDACTED] Street, [REDACTED], California.

II. Project Description, Plans, and Specifications

The District plans to construct the Project, which is a [REDACTED], on a District-owned site located at [REDACTED], in [REDACTED], [REDACTED] County, California, and the District is soliciting proposals for the construction of the Project.

The District has retained [REDACTED] of [REDACTED], California, as its architect for the Project ("Architect"). DSA approval of the plans and specifications for the Project has not yet been issued, but will be obtained before or after award of the Lease-Leaseback Agreement. Any preconstruction services in the Lease-Leaseback Agreement may be performed before DSA approval, but the Work may not commence until DSA approval is received by the District. Draft plans and specifications may be obtained from [REDACTED] for [REDACTED] dollars (\$[REDACTED]).

III. Contract Parameters

A. 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.

B. 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 payment 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.

C. Cost Estimate

The District estimates that the total cost of the Project will be [redacted] dollars (\$ [redacted]) [*insert the most recent estimate from the Architect that was presented to the Board*]. This estimate is based solely on the Architect's most recent estimate of the total Project costs and is subject to change.

D. Scope of the Fee Proposal

1. Preconstruction Services

Contractor's fee proposal should include a proposed rate for preconstruction services, to be compensated on a time and materials basis in an amount not to exceed [redacted] dollars (\$ [redacted]).

2. 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, but are not limited to, the following:

1. General conditions and general requirements, including but not limited to temporary facilities, utilities, structures, fences, dust control, scheduling, safety, scaffolding, and SWPPP.
2. Overhead and profit.
3. Supervision of subcontractors and suppliers and other management responsibilities.
4. Material, 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.

As set forth in the Lease-Leaseback Agreement, the selected Contractor shall provide Owner with objectively verifiable information of its costs to perform the Work and a written rationale for the Total Sublease Amount, including documentation sufficient to support the calculation. 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 the sum total of the base construction cost and the Contractor Fee. The Total Sublease Amount and shall be stated in Exhibit A 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's Governing Board has approved the Total Sublease Amount and Contractor has submitted all documentation required under Section VII.

IV. Scope of Work

A. Scope

The Scope of Work is the construction of [REDACTED] on an approximately ____-acre District-owned site located at [REDACTED], in [REDACTED], [REDACTED] County, California. The Project will include approximately [REDACTED] square feet of buildings, including [REDACTED]. Athletic facilities will include [REDACTED].

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, and the Sublease no later than ten (10) business days following selection.

B. Project Schedule

It is anticipated that construction will start on or about [REDACTED], 20[REDACTED]. The Work must be completed [REDACTED] [insert "within [REDACTED] () calendar days" or "by [REDACTED], 20[REDACTED]"]. See the Lease-Leaseback Agreement and other Contract Documents for additional details.

C. Pre-Construction Services

As part of the scope of the Lease-Leaseback Agreement, Contractor shall undertake, at no additional cost to the District, the following pre-construction services:

[Revise to meet District needs]

1. In consultation with Architect, review design documents for constructability, scheduling, clarity, consistency and coordination.
2. Undertake a value engineering analysis and prepare a report with recommendations for reducing construction costs.
3. Perform a constructability review of plans and specifications to ensure buildability of the Project.

D. 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 Work of the Project in accordance with the plans and specifications.

E. Subcontractors

[Fill, if District is identifying subcontractors in the RFP; otherwise, delete this sentence.] All proposals shall include identification of the following subcontractors by trade:

[Fill]

All subcontractors who will perform more than 0.5% of the construction Work must be selected by a competitive bidding process or best value process as described in Education Code section 17406(a)(4). Contractor shall establish reasonable qualification criteria and standards for subcontractors and shall provide public notice of availability of work to be subcontracted in accordance with the publication date applicable to the District's competitive bidding process, including a fixed date and time on which qualifications statements, bids, or proposals will be due. All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100).

V. Format of Proposal

The proposal should be clear, concise, complete, well organized, and demonstrate Contractor's qualifications, ideas, and ability to follow instructions.

An original + six (6) copies of the proposal must be provided, with no more than 30 single-sided pages in total length.

All Contractors submitting a proposal are required to follow the order and format specified below. Failure to follow the specified order and format may result in rejection of a proposal. Please tab each section of the submittal to correspond to the numbers/headers shown below.

A. Proposal Cover

The proposal shall include a cover page, which cover page shall set forth 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).

B. Content of Proposal

The following should be included in the proposal in the order listed:

1. Prequalification Certification (see Section VI.E.)
2. Proposal.
3. Subcontractor Designation.
4. Worker's Compensation Certification.
5. Iran Contracting Act Certification (if Contractor's total Fee Proposal exceeds \$1,000,000)
6. DVBE Certification. *[District to delete this item if DVBE is not required for this project]*
7. DVBE Worksheet. *[Delete this item if DVBE is not required for this project]*
8. Non-collusion Declaration.
9. Sufficient Funds Declaration.
10. Roof Project Certification. *[Delete this item if the project does not involve replacement or repair of a roof]*
11. Fingerprinting Notice and Acknowledgement.
12. Drug-free Workplace Certification.
13. For all projects over twenty-five thousand dollars (\$25,000), proof of public works contractor registration to perform public work under Labor Code section 1725.5.

VI. Selection Procedures and 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 and qualifications.

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.

Selection Process

Qualification Portion

For the qualifications portion of the best value analysis, the District will evaluate the specific criteria listed below and each Contractor's qualifications will be scored on a one hundred (100) point scale using the District's Proposal Scoring Sheet. Each criterion has a point value that corresponds to a weighted percentage, which are listed next to the criterion. Each criterion will be evaluated by the District and the District will award a point value to Contractor for each criterion. The maximum cumulative number of points available to any Contractor is 100 points. The criteria, their weighted percentages, and their corresponding point values are as follows:

[District may delete one or more; however, percentages and points will need to be adjusted accordingly]

- Bonding Capacity (weighted percentage: 10%; points possible: 10)
- Percentage of Credit Line Used (weighted percentage: 10%; points possible: 10)
- Number of Audit Exceptions (weighted percentage: 10%; points possible: 10)
- Experience (weighted percentage: 10%; points possible: 10)
- Financial History & Licensing (weighted percentage: 10%; points possible: 10)
- Disputes (weighted percentage: 20%; points possible: 20)
- Insurance and Bonding (weighted percentage: 10%; points possible: 10)
- Compliance with Law (weighted percentage: 10%; points possible: 10)
- Prevailing Wage and Apprenticeship Record (weighted percentage: 10%; points possible: 10)

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, which was required to be completed and submitted to District as part of the prequalification process and as a condition precedent to submitting a proposal for the Project. In conjunction with a proposal, each proposing Contractor must submit the Prequalification

Certification certifying that Contractor's responses in its Prequalification submission continue to be true and correct at the time Contractor submits a proposal.

If any of Contractor's answers to the Prequalification application have changed since submitting the completed Prequalification application, then the proposing Contractor must also complete the applicable section of the Prequalification Certification, which requires Contractor to specify which answers have changed and provide amended answers to the District with the Prequalification Certification. Contractor's amended answers will be used for the qualifications portion of the best value analysis and for the purpose of evaluating Contractors pursuant to the criteria set forth above, provided, however, that in the event Contractor's amended answers are a response of "No" to any of questions 1 through 5 of Part II of the Prequalification application, or a response of "Yes" to any of questions 6 through 12 of Part II of the Prequalification application, such response shall deem Contractor to not be minimally qualified to perform the Project and will result in rejection of Contractor's proposal for the Project.

Price Proposal Portion

For the price proposal portion of the best value analysis, the District will evaluate the amount of Contractor's 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 price proposal submitted. All Contractors submitting a price proposal will receive points, in increments of ten (10), based on the amount of the price proposal, with the Contractor with the lowest price proposal receiving the most points available and the Contractor with the highest price proposal receiving the fewest points available. Specifically, the Contractor with the lowest price proposal will receive 100 points, the Contractor with the second lowest price proposal will receive 90 points, the Contractor with the third lowest price proposal will receive 80 points, and so forth until all Contractors have received points. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points.

Total Best Value Score

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

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 [REDACTED] () days of the deadline for submittal of the proposals. It will announce its analysis and ranking to all proposing Contractors at the same time.

VII. Award

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

The Board is expected to make its selection at its regular meeting on [REDACTED], 20[REDACTED]. The meeting will be held at [REDACTED]:00 p.m. in the District Office Board Room, [REDACTED] Street, [REDACTED], California. The District will issue a statement regarding the basis of the award.

If the Contractor to which the Board awards the Lease-Leaseback Contract refuses to execute the Lease-Leaseback Agreement and submit a payment bond, performance bond, proof of required insurance, and other required documents within ten (10) business days following approval of the Total Sublease Amount by the Board, the Board may revoke the award to that Contractor and award to the Contractor that submitted the next highest ranked proposal.

VIII. General Information

A. Amendments

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.

B. Inquiries

Any questions concerning this RFP or selection process may be directed to [REDACTED], [REDACTED] [title], [REDACTED] School District; telephone: [REDACTED]; Fax: [REDACTED]. Replies involving any substantive issues will be issued by addenda and mailed to all parties recorded by the District as having received the RFP documents. Only answers provided by formal written addenda will be binding.

IX. Special Conditions

A. 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.

B. Costs

Costs of preparing a proposal in response to this RFP are solely the responsibility of the responding Contractor.

C. Prevailing Wages

Respondents are advised that this Project is a public work 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.

D. State Registration

For all projects over twenty-five thousand dollars (\$25,000): the proposing Contractors 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.

E. 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 the RFP, or to procure or contract for work. The District reserves the right to waive any irregularities in the proposals received pursuant to this RFP, or in the process outlined herein for selection of a contractor for the Project.

F. Validity of Proposals

All proposals will be considered valid and prices will be considered fixed for a period of sixty (60) days following submission.

