

Business Services  
Contracts Office  
5735 47th Avenue Sacramento, CA 95824  
(916) 643-2464

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## REQUEST FOR PROPOSALS

For

LEASE-LEASEBACK CONSTRUCTION

SERVICES

For

SCUSD CENTRAL KITCHEN – PHASE 1

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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)





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](mailto: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>

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 structure1 0 0 1 7d of w e Sa

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

5.

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





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





- f. Describe your company's approach to being proactive when problems arise on a project.



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 Contractor'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





SECTION V – INTERVIEW AND PRESENTATION SCORE

In the following table, enter all proposing Contractors qualified for the Interview and Presentation

SECTION VV



Project	Owner/Contact Info	Scope of Work	Your Role



Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Proposing Contractor

\_\_\_\_\_  
Printed/Typed Name

EXHIBIT D

