

**Request for Proposals
for
Lease-Leaseback Services**

**Auxiliary Gym
Roseville Joint Union High School District**

Exhibits

- Exhibit A – Conceptual sketches
- Exhibit B – Not used
- Exhibit C – Allowable General Conditions costs
- Exhibit D – Fee Proposal form
- Exhibit E – Site Lease
- Exhibit F – Facilities Lease
- Exhibit G – Non-collusion affidavit form
- Exhibit H – Key Subcontractor listing form

The Board of Trustees ("Board") of the Roseville Joint Union High School District ("District") is seeking qualified providers of lease-leaseback construction services ("LLB Entity") to provide preconstruction and construction related services for the new construction and associated site work for the Auxiliary Gymnasium at Roseville High School located at 1 Tiger Way, Roseville, County of Placer, State of California pursuant to California Education Code Section 17406 (the "Project"). The District is seeking qualified providers of lease-leaseback services ("LLB Entity") for the Project. A single entity will be selected for delivery and financing for the Project.

I. Critical Dates

Proposal Due Date:

Three (3) hard copies and an electronic copy of the Proposal in a three-ring binder, and a separate sealed envelope with Three (3) hard copies and one electronic copy of the Fee Proposal (Exhibit D) shall be delivered **no later than 2:00pm, January 8, 2018** to:

Roseville Joint Union High School District
Facilities Department
2 Tiger Way
Roseville, CA 95678
Attn: Scott Davis, Director of Facilities Development

Proposals not received by the deadline will be returned unopened.

RFP Milestone Dates:

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

- November 17, 2017 – RFP Uploaded to District's web site www.rjuhsd.com/domain/16
- **November 29, 2017, 1:00 p.m. – Mandatory Preproposal conference at RJUHSD Facilities Office, 2 Tiger Way, Roseville, CA 95678.**
- **December 18, 2017, 3:00 p.m. – Prequalification application deadline**
- December 18, 2017 – Deadline to submit questions via email
- December 22, 2017, 4:00 p.m. – If applicable, an addendum will be uploaded in the District's website www.rjuhsd.com/domain/16

- **January 8, 2018, 2:00 p.m. – Proposals due**
- January 12, 2018 – District Notification to Selected Interview Firms
- January 24, 2018 – Interviews (anticipated)
- January 31, 2018 – District selection of successful LLB Entity
- February 13, 2018 – Board award of LLB instrument

II. Project

Description / Anticipated Schedule – Roseville High School Auxiliary Gymnasium (Refer to Conceptual Sketches attached hereto as Exhibit A).

Construct an auxiliary gymnasium of approximately 17,000 square feet, basketball court with bleacher capacity of approximately 250 seats, wrestling matt storage, girl's locker room with bathroom, team room, wrestling room/classroom, office space and sports equipment storage.

The estimated total cost of the Project is \$ 10,000,000.

Phase I of the Project shall be preconstruction services, as defined in Education Code section 17400(b)(4), to 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 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 Total Base Rent ("TBR") and lease payment schedule. The TBR shall be developed through a public competitive sub-bid selection process for any scope of work over \$5,000 in value. A minimum of three bids is expected for each trade. **If the LLB Entity plans to self-perform any work, LLB 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. Entity will be required to submit a detailed estimate for any work under \$5,000. The cumulative amount of self-perform work not required to be blind bid is \$25,000. Generally speaking, preparation of the TBR will require a minimum of eight weeks, broken down as follows:

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

Phase I of the Project continues through approval of the Project plans by the Division of the State Architect ("DSA") and development and Board approval of the TBR for the Project, and is anticipated to be 10 months.

Phase II includes a construction and post-construction phase, and will not commence until after DSA approval of the plans and Board approval of the TBR, and will proceed only upon Notice to Proceed with Phase II by the District. The Phase II construction phase is anticipated to be 16 months, followed by a post-construction occupancy phase of 12 months.

The LLB Entity is required to hold a California Contractor's License, Class B, 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 Architect and others designated by the District. For this Project, the District has retained **Rain forth Grau 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 and the Architect, as necessary to its services, and incorporate modifications to the plans into the Total Base Rent for the Project, at the direction of the District and its agents.

The Architect Contact is:

Chris Lovin, AIA
Rainforth Grau Architects
2407 J Street, Suite 300
Sacramento, CA 95816
Phone: Tel: 916.368.7990
E-mail: clovin@rainforthgrau.com

The District Contact is:

Scott Davis, Dir. of Facilities Dev.
Roseville Jt. Union High School District
2 Tiger Way
Roseville, CA 95678
Phone: 916.782-4707
E-mail: scdavis@rjuhsd.us

The Architect will use Revit 2015, or newer version, for all project scope; including modernization and new construction. However, Building Information Modeling ("BIM") will only be developed for the new buildings at a level 200 +. BIM will include all architectural, structural, mechanical, plumbing, electrical conduits over 2" in diameter and fire sprinkler piping. 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.

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, the LLB Entity and its 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 Phase 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. LLB Entity shall work with the District and the District's consultants in prequalifying such subcontractors, using the District's standard Prequalification Questionnaire and uniform rating system. MEP subcontractors must have submitted a prequalification application no later than ten (10) business days before the due date for bids or have been prequalified for at least five (5) business days before the due date for bids. Any LLB Entity or MEP subcontractor that was prequalified for the District's Antelope High School Performing Arts Building may be prequalified for this Project if it submits a written request to be prequalified based on that prior prequalification, no later than the deadline for new prequalification applications, including the following certification:

[Applicant] declares under penalty of perjury under the laws of the State of California that all of the information provided in its Prequalification Questionnaire submitted for the District's Antelope High School Performing Arts Building lease-leaseback project remains true and accurate. [Applicant] further declares that this certification is provided with full cognizance of the California False Claims Act, Government Code sections 12650 through 12656. The undersigned has the authority to so bind the applicant on whose behalf he/she executes this certification to the truth of the matters stated herein.

Signature: _____
Print Name: _____
Title: _____
Company: _____
Contractor's License Number: _____
Date: _____

If information required by the prequalification application has changed following prequalification for the Antelope High School Performing Arts project, then the applicant must re-submit a prequalification application. LLB Entity shall be responsible to prequalify other subcontractors and suppliers, as set forth in Exhibit F.

The District's prequalification application is available on the Internet at www.rjuhsd.com/domain/16 or can be obtained at the Facilities Development Department. Respondents must have submitted their applications no later than ten (10) business days before the due date for Proposals or have been prequalified for at least five (5) business days before the due date for Proposals. 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 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 the Department of Industrial Relations pursuant to Labor Code section 1725.5 at the time of bidding.

Education Code section 17407.5; Public Contract Code sections 2600 et seq.

Compliance with Education Code section 17407.5 and Public Contract Code sections 2600 *et seq.* is required for this Project. In accordance with those statutes, the District will not enter into any Site Lease or Facilities Lease with the LLB Entity under Education Code section 17406 unless and until the LLB Entity provides to District, in a form acceptable to District's Board, an enforceable commitment that a) the LLB Entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeship occupation in the building and construction trades, and b) the LLB Entity will provide the District with a monthly report of its compliance with the skilled and trained workforce requirements. The LLB Entity must commit to ensure that the apprenticeship program graduate percentage will be met in every year in which work will be performed. The required commitment to the District's Board shall be one of the following: a) the LLB Entity's certification and agreement in accordance with the California False Claims Act, Government Code sections 12650 through 12656, that the LLB Entity and its subcontractors at every tier will comply with the requirements of Education Code section 17407.5 and Public Contract Code sections 2600 *et seq.* and that the LLB Entity will provide the District's Board, on a monthly basis while the Project is being performed, a report demonstrating that the LLB Entity and its subcontractors are in compliance with these requirements; b) evidence that the LLB Entity has entered into a project labor agreement that includes the requirements of Education Code section 17407.5 and Public Contract Code sections 2600 *et seq.* and that will bind the LLB Entity and all its subcontractors at every tier performing on the Project.

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 phase of 12 months after final completion of the construction. The District contemplates that the portion of the Project financed and paid over the post-construction period will not exceed ten percent (10%) of the Project cost. The post-construction amount financed, and any additional fees for financing, shall be developed as part of development of the TBR and lease payment schedule. The District will not pay any additional fees for financing during the construction period.

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 full 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 Agreement (Exhibit F) for what constitutes a Change Order.

Development of Total Base Rent ("TBR") (Refer to the Exhibits C and F attached herein)

Total Base Rent will be determined after taking bids for all subcontracting trades. Refer to Exhibits C and F 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 Owner's contingency and allowances).
6. All insurance costs (General Liability, Auto, Worker's Compensation, Builder's Risk, etc. – Refer to Exhibit E to the Facilities Lease for additional information).
7. A Construction Contingency of 3% of the "Direct Costs of Construction" Work (excluding general conditions, bonds and insurance, allowances and contingencies). Any unused allowance or contingency amount will be returned to the District.
8. Miscellaneous allowances, if applicable, in an amount agreed upon by the District and the LLB Entity.
9. An Owner's contingency for the District's sole use that can be up to 5% of the total costs (excluding Contractor's contingency and allowances) for the Project.
10. 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. The LLB Entity must provide documentation sufficient to support each element of the final price.

Subject to Board approval of the TBR 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 Phase II (construction phase) of the Facilities Lease. 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 Construction Phase Services. Commencement or completion of the Phase I, Preconstruction Services, does not obligate the District to proceed with Phase II, Construction and Post-Construction Services, with the selected LLB Entity. The Scope of Work is anticipated to include the following:

1. Preconstruction Phase Services for the Project:

- a. Input to and review of design and construction documents, constructability review – not code level plan checks - for clarity, consistency, coordination, schedule, phasing, budget - (one formal Constructability report for each increment expected after DSA submission). Backchecks to be performed once design team has addressed review comments and prior to DSA approval for the different increments. 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 \$15,000 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. Undertake value engineering analysis and prepare report with recommendations to the District to maintain established construction budget.
- c. Perform detailed estimates at each design phase milestone.
- d. Attend regular meetings biweekly with the Design Team, and District Representatives.
- e. Provide a detailed Construction CPM schedule that identifies the critical path within the Construction Phase. A minimum of one week of float for Owner's use needs to be identified.
- f. 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. DVBE "Goal" of 3% or Good Faith Effort is required to meet State Funding requirements.
- g. 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 (by increment) 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 Phase, which subcontractor(s) must be identified in the Proposal and used during any Construction Phase.
- h. 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.

2. Construction and Post-Construction Services:

Construction, modernization, new building additions, 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, prepare record construction documents and close-out of the project. See also Exhibits A

and F. **The building site is located within the occupied school campus. School will be in session during the construction phase. During hours of occupancy by normal school session, sports, or other school activities, coordination and fencing/gating will be required to access the construction site. This is required to separate contractors from staff/students. No work that can be heard from outside the building footprint shall take place on school test dates without prior approval.**

The LLB Entity shall not proceed with any work unless and until the TBR is approved by the Board at a public meeting and a Notice to Proceed with Construction Phase work 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.

LLB Entity will be responsible for the Internet connectivity on site.

While it is the intent of the District that the 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 to enter into a Site Lease and Facilities Lease with a different entity than the one selected for Preconstruction Services and/or not to proceed with the Project under a lease-leaseback format.

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 five hard copies and a separate electronic pdf file of the Proposal **without the fee proposal** in a three-ring binder, not to exceed 30 single-sided pages total length (Binder cover pages, Table of Contents, Tabs, Addenda (if any), OSHA forms, and financial information forms in Section 12 below, are excluded from page count). 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 five hard copies and one electronic copy of the fee proposal. 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.

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).

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:

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	Pass/Fail
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	<p>acknowledge it on the cover letter.</p> <p>The cover letter shall include a certification in substantially the following form: “[Respondent] certifies under penalty of perjury, under the laws of the State of California, that all information provided in its Proposal, including without limitation in exhibits thereto and its Cost Proposal, is true and correct.” Failure to include such a certification shall make the Proposal non-responsive and unavailable for award.</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.	Pass/Fail
3.	<p>Respondents must hold a California Contractors License, Class B, 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
4.	General information about your firm, including number of employees, years in business, name(s) of owner(s), home office location, local office location (if different), DIR registration number, whether you are a small business or disabled veteran business enterprise (DVBE), and market areas. Also include any signatory requirements to Union participation.	5 Points

<p>5. Describe the history of any disputes and performance problems. At a minimum, discuss any of the following that have occurred:</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 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 2-10 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 years. (Less one point per incident) c. In the past five 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. (Less one point per incident) d. Payment by the Respondent of liquidated damages of \$50,000 or more on any contract in the last five years. (Less 2 points per incident) e. Termination of the Respondent for default within the last ten years. (Less 10 points if in the last 5 years; less 5 points if > 5 years ago) f. In the past five 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 years that the Respondent was not a "responsible" bidder or proposer. (Less 2 points per incident, unless based solely on lack of experience) h. Any finding by a court or arbitrator in the past ten 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 > 5 years ago) i. Withdrawal of a bid for mistake. (Less one point per incident) j. Withdrawal after a contract award to the Respondent. (Less 3 points per incident) k. Any judgments against the Respondent in the past five years in actions in court or arbitration involving disputes with the owner of a construction project. This includes matters in which the Respondent was either plaintiff or defendant, and includes matters settled after judgment was announced. (Less 5 points per incident) l. Any claims in excess of \$100,000 made in the past five years which were either a) asserted by the Respondent against a project owner in arbitration or litigation and compromised for 45% or less than the amount asserted or b) asserted against the Respondent by a project owner in arbitration or litigation and compromised for 55% or more than the amount asserted. (Less 3 points per incident) 	<p>25 Points</p> <p>Loss of points from the total possible is specified for each issue</p>
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<p>6. Describe the Respondent's safety record and safety program, 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) 	<p>10 points</p>
<p>7. Identify the key personnel proposed to work on the Project, providing the names and levels of responsibility of the day-to-day project manager and superintendent and other key personnel. Emphasize specific experience as it relates to this project. 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, or design-bid-build). No substitution of personnel identified will be allowed without the District's approval.</p>	<p>15 Points</p>
<p>8. Specific firm and/or proposed team experience with similar K-12 public school projects (Design-Bid-Build, "D-B-B") in the last 10 years. Please include brief project description, constructed values, dates (start and completion), names of District contacts and architect/engineer contacts. The Respondent can also list Construction Manager At Risk or LLB projects where a competitive bid process was used to select the Contractor. The District may contact selected project contacts to assess similarity of work and quality of performance.</p> <p>For purposes of this requirement, Respondents should focus on experience on projects of \$8 million or more and on projects that consist of or include a gymnasium.</p>	<p>20 Points</p>
<p>9. Specific Respondent experience with similar K-12 public school projects conducted under Education Code section 17406 <i>et seq</i> (Lease Lease-back). Please include brief project description, constructed values, dates (start and completion), names of District contacts and architect/engineer contacts. The District may contact selected project contacts to assess similarity of work and quality of performance. Greater points will be awarded for demonstrated experience with the proposed project team.</p> <p>For purposes of this requirement, Respondents will receive greater points for demonstrated experience on projects of \$8 million or more and on projects that consist of or include a gymnasium.</p> <p>Clearly identify any and all LLB projects where you exceeded the originally established TBR or Guaranteed Maximum Price in the past 10 years (identify the initial contract value, the amount and the reasons for exceeding the TBR). Provide District contact information for each such project.</p>	<p>25 Points</p>

10.	Describe in detail your experience, approach and methods for carrying out Preconstruction Services (Phase I), including without limitation: <ul style="list-style-type: none"> a. Constructability review, including how you will 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. b. Cost estimating. c. Value engineering, including providing examples. d. Scheduling. e. Developing the Total Base Rent, including developing subcontractor scopes of work and bidding. Please describe your approach to ensuring that the District meets its 3% DVBE participation goal. f. DSA submittals and approval. 	25 Points
11.	Describe in detail your approach and methods for carrying out the Construction Services (Phase II), including without limitation: <ul style="list-style-type: none"> a. Any creative methodology or technology that your firm uses or unique resources that your firm can offer. b. Discuss past experience with innovative project delivery techniques likely to promote the goals of the District as stated in the RFP. c. Describe how Respondent will manage the Project during construction. d. Address how the Respondent's team will work in a deeply collaborative manner as part of our team, and specifically how this will change the individuals' roles from those typically required in public school construction. e. 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 tracking and schedule updates. f. Describe how the Respondent will comply with "skilled and trained workforce requirements," including stating whether the Respondent operates its own State-approved apprenticeship program. 	25 Points
12.	Financial Information – Provide the following financial information: <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). d. A letter from insurance company indicating ability to provide insurance. e. Indicate current value of all work the Respondent has under contract. 	5 Points
13.	An enforceable commitment that, if selected to submit a proposal in response to the RFP and if selected as the Design-Builder, the DBE and its subcontractors at every tier will use a "skilled and trained workforce," as defined in Public Contract Code section 2601(d), to perform all work on the project that falls	Pass/Fail

within an apprenticeable occupation in the building and construction trades.	
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Maximum Technical Points: 155 Points

Fee Proposal

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

Services	Basis for Evaluation	Points
Preconstruction Services cost	<p>Proposals will be ranked by preconstruction services cost, from low to high.</p> <p align="center"> Ranked First: 10 points Ranked Second: 9 points Ranked Third: 8 points Ranked Fourth: 7 points Ranked Fifth: 6 points Etc. </p> <p>However, a cost within 5% of the next lowest cost receives the same points as the next-lowest cost.¹</p>	10 Points
General Conditions cost	<p>Low cost: 15 points.</p> <p>Up to 4.9% higher than low cost: 15 points</p> <p>5-9.9% higher than low cost: 14 points</p> <p>10-14.9% higher than low cost: 13 points</p> <p>15-19.9% higher than low cost: 11 points</p> <p>20-24.9% higher than low cost: 9 points</p> <p>25-29.9% higher than low cost: 6 points</p> <p>30-34.9% higher than low cost: 3 points</p> <p>More than 35% higher: 0 points</p>	15 Points
Cost of Bonds and Insurance	<p>Low cost: 5 points.</p> <p>Up to 4.9% higher than low cost: 5 points</p> <p>5-9.9% higher than low cost: 4 points</p> <p>10-14.9% higher than low cost: 3 points</p> <p>15-19.9% higher than low cost: 2 points</p> <p>20-24.9% higher than low cost: 1 point</p> <p>More than 25% higher: 0 points</p>	5 Points

¹ Example: Bidder A = \$100,000; Bidder B = \$130,000; Bidder C = \$97,000; Bidder D = \$117,000; Bidder E = \$150,000; Bidder F = \$124,000.

Bidder	Preconstruction Services Cost	Points
C	\$97,000	10
A	\$100,000	10
D	\$117,000	8
F	\$124,000	7
B	\$130,000	7
E	\$150,000	5

LLB Entity's fee (Must be ≤ 5.5%)	Low fee: 35 points Up to 0.25 percentage point higher: 34 points 0.26 to 0.5 percentage point higher: 33 points 0.51 to 0.75 percentage point higher: 31 points 0.75 to 1 percentage point higher: 29 points 1.01 to 1.25 percentage points higher: 26 points 1.26 to 1.5 percentage points higher: 23 points 1.51 to 1.75 percentage points higher: 19 points 1.75 to 2 percentage points higher: 15 points 2.01 to 2.5 percentage points higher: 10 points 2.51 to 3 percentage points higher: 5 points More than 3 percentage points higher: 0 points	35 Points
Post-construction financing rate	Low rate: 5 points Up to 0.5 percentage point higher: 5 points 0.51 to 1.5 percentage point higher: 4 points 1.51 to 2.5 percentage points higher: 3 points 2.51 to 3.5 percentage points higher: 2 points 3.51 to 4.5 percentage points higher: 1 point More than 4.5 percentage points higher: 0 points	5 Points

Maximum Fee Proposal Points: 70 Points

VI. Selection Process

1. The purpose of this Request for Proposals is to enable the Roseville Joint Union High 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 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. 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.
4. After the evaluation team scores all Proposals, each Proposal shall be assigned a Technical Score that is the average of the individual evaluators' scores for the Proposal. A Proposal must receive at least 70% of the available technical points to have the Fee Proposal opened and continue with the evaluation.
5. After all Technical Scores are assigned, the Fee Proposals will be opened and scored in accordance with the standards identified above. The Respondent's Fee Proposal Score will be added to its Technical Score to obtain a total Proposal Score.
6. The Total Proposal Scores will be used to create a short list of three Respondents to be interviewed by the evaluation team, at the sole discretion of the District. If the Total Proposal Score for the Respondent ranked fourth is within 15 points of the third ranked Respondent, then the District may, at its sole discretion, short list the fourth Respondent as well. Respondents not on the short list will not be eligible for further consideration for award.

7. 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 short-listed Respondents prior to the interviews. The interview will be worth up to 100 points.
8. After the interviews, the interview score will be added to the Total Proposal Score for each interviewed Respondent. The District will rank Respondents by highest to lowest score (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.
9. 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. 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.
10. 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.
11. If the Respondent to which the LLB instrument is awarded fails to execute the Site Lease and Facilities Lease within two weeks 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 may be directed in writing to the Facilities Development Department office at 2 Tiger Way, Bldg. #2, Roseville, CA 95678 attention Scott Davis or via email to scdavis@rjuhsd.us. Applicants are requested not to contact other District staff or Board members 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 are encouraged to 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. Any such issue which is not raised with the District's designated representative prior to the deadline to submit Proposals 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.

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 in the amount of one hundred percent of the TBR after being directed to commence Phase II 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.

IX. General Conditions Costs and Other Project Costs - See attached Exhibit C

X. Fee Proposal – See attached Exhibit D (To be included in a sealed envelope)

XI. Facilities Lease – See attached Exhibit E

XII. Site Lease – See attached Exhibit F