Roseland School District
1691 Burbank Ave
Santa Rosa, CA 95407

REQUEST FOR PROPOSALS AND QUALIFICATIONS

for

LEASE LEASEBACK CONSTRUCTION SERVICES FOR THE

Roseland Elementary TK/K and Sitework Project

RFP Issued: October 17, 2024

Prequalification Questionnaire Due: October 28 at 2:00 PM

Contractor's Notified of Prequalification: October 31, 2024

Mandatory Walk-Thru: November 7, 2024 at 10:00 AM

Questions by: November 11, 2024 at 10:00 AM

Sealed Proposals Due: November 14, 2024 at 2:00 PM

Tentative Interviews: November 18, 2024

Selection by Governing Board: Tentative Date of December 11, 2024

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Request for Sealed Fee Proposals
For Lease-Leaseback Construction Services
Roseland Elementary TK/K and Sitework Project

Pursuant to Education Code section 17400 et seq., the **Roseland School District** ("District") invites qualified firms to submit responses to this request for proposals and qualifications ("RFP") to provide lease leaseback ("LLB") construction services for the **Roseland Elementary TK/K and Sitework Project** ("Project") located at **950 Sebastopol Rd, Santa Rosa, CA 95407**

Respondents must email 1 digital copy, mail or hand-deliver an original + three (3) copies of their sealed proposal for the Project to:

Roseland School District
Raul Guerrero, Superintendent
1691 Burbank Ave
Santa Rosa, CA 95407
rguerrero@roselandsd.org & bvaldez@counterpointcs.com

All responses must be received by the District no later than 2:00 p.m. on November 14, 2024. Questions regarding this RFP shall be directed to Bryan Valdez at bvaldez@counterpointcs.com & cc'd to Tenaya Dale at tdale@counterpointcs.com and must be submitted on or before 10:00 am on November 11, 2024.

For the proposal to be considered, respondents shall have been prequalified by the District pursuant to Public Contract Code section 20111.6. Prequalification applications are available at the District's main office located at: 1691 Burbank Ave, Santa Rosa, CA or an electronic copy can be obtained by contacting Bryan Valdez at bvaldez@counterpointcs.com. General 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.
To be prequalified for the Project, prequalification application packets must be completed and returned to the following person/address by no later than 2:00 p.m., October 28, 2024.

Roseland School District
Raul Guerrero, Superintendent
1691 Burbank Ave
Santa Rosa, CA 95407

All Mechanical, Electrical and Plumbing Subcontractors that General Contractors intend to use on the Project must also be prequalified by the District pursuant to Public Contract Code section 20111.6. However, prequalification of MEP Subcontractors is not required prior to submission of the lease leaseback proposal.

An informational meeting will be held at **10:00 am on November 7th**. The meeting will be held at the **950 Sebastopol Rd, Santa Rosa, CA 95407** located at **950 Sebastopol Rd, Santa Rosa, CA 95407**.

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PART I

BACKGROUND & INSTRUCTIONS

A. Background

The Roseland School District ("District") is a K-12 school district with approximately 1400 students and is located in the City of Santa Rosa in the County of Sonoma CA.

The District has retained Quattrocchi Kwok Architects as its architect and Counterpoint Construction Services as its construction management firm for the Project. DSA approval of the plans and specifications for the Project has not yet been issued, but will be obtained 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.

B. Scope of Work

The **Roseland Elementary TK/K and Sitework Project** Lease Leaseback Project will consist of:

Construction of 5 new TK/K classrooms with associated sitework. Includes 2 new playgrounds and miscellaneous accessibility upgrades. Demo existing buildings and required work for relocating of existing classes and staff to allow for upgraded parking lot and drop off. Various utilities and sitework upgrades.

Preconstruction Services:

Pursuant to the attached Lease Leaseback Agreement, Contractor shall undertake the following pre-construction services:

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.

Construction and Post Construction Services:

The Contractor shall perform all work and obligations described in the attached Lease Leaseback Agreement, 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.

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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.

C. Contract Requirements

DSA approval of the plans and specifications for the Project has not yet been obtained. The Contractor will be expected to enter into the Lease Leaseback Agreement for all preconstruction and construction work. Once all preconstruction services are completed and DSA approval is obtained, the Contractor shall select its prequalified MEP Subcontractors and provide the District with objectively verifiable information of its costs to perform the Project and a written rationale for the total construction cost, 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 District Governing Board shall approve or reject the total construction cost at a public meeting and execute the Contract Documents before the Contractor may proceed with the Project.

We are anticipating the construction time frame for the Project as follows:

1. Construction drawings completed by **November 2024**
2. DSA submittal by **December 2024**
3. Expected DSA back-check & approval by **April 1, 2025**
4. LLB contractor's submission of final Total Base Rent & approval by **February 2025**
5. Construction administration: **June 1, 2025 through August 11, 2026**
6. DSA Close-out: **October 1, 2026**

See the Lease Leaseback Agreement and other Contract Documents for additional details.

The Contract Documents for the Project will consist of:

i. Prequalification Questionnaire and Contractor's Response
ii. Prequalification Certification
iii. District's Administrative Regulation 3311.2
iv. RFP and the Contractor's completed Response
v. Lease-Leaseback Agreement for Preconstruction and Construction Services, including the Site Lease, Facilities Lease, Plans and Specifications, Drawings, and General Conditions
vi. Payment and Performance Bonds, and
vii. Certificates of Insurance for the Project.

D. Scope of Fee Proposal

The District's proposed estimate of the Project price is $11,500,000 which is inclusive of contingency costs and preconstruction services. This estimate is based solely on the Architect's most recent estimate of the total Project costs and is subject to change.

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Preconstruction Services

Contractor's fee for preconstruction services shall be a fixed lump sum fee and is expected to be offered at a competitive rate.

Construction and Post Construction Services

Contractor's fee proposal for construction and post construction work shall be in the form of a fee 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 the 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. All bonds and insurance, including but not limited to payment and performance bonds.
5. Contractor mark-up on subcontracted labor and materials.
6. Contractor mark-up on materials.
7. Contractor mark-up on self-performed labor.

E. Subcontractors

MEP Subcontractors that the Contractor intends to use will be required to prequalify by the District pursuant to Public Contract Code section 20111.6. However, prequalification of MEP Subcontractors is not required prior to submission of this proposal.

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).

F. 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

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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, attached hereto. 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:

- Number of Audit Exceptions (points possible: 10)
- Experience (points possible: 20)
- History of the Business and Organizational Performance (points possible: 20)
- Disputes (points possible: 10)
- Criminal Matters and Related Civil Suits (point possible: 10)
- Bonding (points possible: 10)
- Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety (points possible: 10)
- Prevailing Wage and Apprenticeship Compliance Record (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 Questionnaire, which was required to be completed and submitted to District as part of the prequalification process and as a condition precedent to submitting a lease leaseback 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 Questionnaire continue to be true and correct at the time Contractor submits its lease leaseback proposal.

If any of Contractor's answers to the Prequalification Questionnaire have changed since submitting the completed Prequalification Questionnaire, then the proposing Contractor must

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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 Contractor's revised response may result in disqualification subject to the terms of the Prequalification application.

Preconstruction Services Lump Sum

For the preconstruction services lump sum portion of the best value analysis, the District will evaluate the total lump sum amount for each phase of the Project. Each phase's lump sum will be awarded on a 100 point scale, in increments of 10 points, based on the amount of the lump sum, with the Contractor with the best price receiving the most points available. In the event two Contractors submit lump sum proposals with the same amount, both Contractors shall be awarded the same amount of points.

Fee Percentage Proposal Portion

For the fee percentage proposal portion of the best value analysis, the District will evaluate the amount of Contractor's fee percentage proposal. The fee percentage proposal portion of the best value analysis will be scored on a 200 total point scale. The 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 fee proposal for each phase, 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. In the event two Contractors submit fee percentage proposals with the same overall percentage, both Contractors shall be awarded the same amount of points.

Interview Portion

The interview portion will consist of interviewing selected contacts listed in Part III of the Prequalification Questionnaire from <u>at least two</u> completed similar type projects and an interview with the Contractor.

<u>Reference Interviews</u>

In each interview question, the person being interviewed is asked to rate a certain aspect of the Contractor's performance, using a scale of 1 to 10. The highest possible score is 130 points for each interview; 260 total points for both interviews. A score of between 91 and 110 on one interview indicates the District should conduct another interview to collect additional information. If an additional interview is required, the District shall take the highest two interview scores to determine the best value score. Contractors will be ranked based on their combined interview scores.

<u>Contractor Interviews</u>

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Each Contractor will be asked the identical set of questions. The questions will be scored based on the enclosed Interview Scoring Matrix. The highest possible score is 475 points for the interview. Contractors will be ranked based on their overall interview score.

Total Best Value Score

After the District has allocated points to qualifying Contractors for the qualification, price proposal, and interview portions of the best value analysis, the District will combine the points received by each Contractor based on Contractor's qualifications, price proposal and interviews 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.

G. 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 Project to the Contractor of its choice.

The Board is expected to make its selection at its meeting on December 11 at 5:00 PM. The District will issue a statement regarding the basis of the award.

If the Contractor to which the Board awards the Lease-Leaseback Agreement refuses to execute the Agreement or other required documents within ten (10) business days following award, the Board may revoke the award to that Contractor and award to the Contractor that submitted the next highest ranked proposal.

H. Anticipated Schedule for selecting the LLB Contractor

The following schedule has been established by the District for selection of the Contractor:

October 17, 2024; October 22, 2024	Advertisement of the request for proposals;
November 7, 2024 @ 10:00 am	Mandatory Walk-Thru
November 11, 2024 @ 10:00 am	Deadline for Questions to District
November 12, 2024	RFP Addendum Deadline
November 14, 2024 @ 2:00 pm	Response to RFP due
November 18, 2024	Contractor Interviews
December 11, 2024	Estimated date for selection of the Contractor by the District Board

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This timeline may be revised as needed. Evaluations, selection and recommendation will be based on the Contractor's response, demonstrated competence and overall qualifications as presented in the response to this RFP.

I. Instructions for Submitting Proposals

1. GENERAL: The District intends to select the firm that best meets the District's needs to perform the preconstruction and construction services described in this Request for Proposals.

2. RECEIPT OF PROPOSALS: All proposals shall be sealed and delivered to and in the possession of the District by the time and date specified on page one in this RFP.

3. ACCEPTANCE OR REJECTION OF PROPOSALS: The District Board of Trustees will accept the best value proposal for the Project. The Board of Trustees of the District reserves the right to reject any and all proposals, or any or all items of any proposal as permitted by law, and to waive non-material variances.

4. PROPOSAL FORM REQUIREMENTS: All proposals must be typed. No changes can be made after the time for submitting the proposals without the District's written approval.

5. SIGNATURE FORMAT: All proposals shall be signed at the end of the document by an authorized representative with authority to bind the firm; the signature shall be preceded by the following statement: "The undersigned is authorized to sign this response on behalf of the Contractor, and he/she hereby attests that all of the answers and responses to this RFP are true and correct to the best of his/her knowledge, after due investigation, under penalty of perjury under the laws of the State of California."

6. ADDENDA OR BULLETINS: The District reserves the right to issue addenda or bulletins prior to the opening of the proposals subject to the limitations of Public Contract Code §4104.5. Any addenda or bulletins issued prior to the proposal deadline will be posted on the District's website and shall be considered a part of the Contract Documents.

7. ASSIGNMENT PROHIBITED: No contract awarded under this proposal shall be assigned except with the prior written approval of the Board of Trustees of the District. Any attempted assignment in violation of the provision shall be voided at the option of the Board.

8. FEDERAL OR STATE REGULATIONS: The proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.

9. NON-DISCRIMINATION: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of

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such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

10. SECURITIES: The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.

11. BINDING FOR 60 DAYS: No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening for proposals except as provided by Public Contract Code §§5100 *et seq*. The District reserves the right to reject any and all proposals and to waive any informalities or irregularities in the process.

12. PREVAILING WAGE MONITORING: The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with SB 854, all contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of proposal opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.

13. MANDATORY WALK-THRU MEETING: A mandatory proposers' conference will be held at Roseland Elementary on November 7 at 10:00 a.m. for the purpose of acquainting all prospective proposers with the Contract Documents and the Project site. Failure to attend the conference will result in the disqualification of the proposer of the non-attending firm.

14. REQUESTS FOR INFORMATION: A proposer's failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that proposer's right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. Any questions relative to the proposal shall be in writing and directed to Bryan Valdez & Tenaya Dale at bvaldez@counterpointcs.com & tdale@counterpointcs.com. These requests shall be submitted to the District no later than **November 11, 2024 at 10:00 am**.

15. NO LOBBYING OR CONTACTS: Except during a public meeting noticed under the Brown Act, proposers shall not contact District officials, employees or representatives regarding this RFP, except for that District representative listed on page 1 of this RFP.

16. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE: Before submitting a proposal, all proposers shall carefully examine the Contract Documents, including the plans and specifications, shall visit the site of the proposed work, and shall fully inform themselves of all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work. No proposer shall visit the site without prior authorization of the District. Proposers shall contact the District Superintendent designee Bryan Valdez for coordination of site visits.

17. SCORING/RANKING PROTEST PROCEDURE: Any protest of the best value scoring, ranking process and/or the determination shall be in writing and received by the District Office before 5:00 p.m. no later than three (3) working days following distribution by the

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District of the best value scoring and ranking report; any such protest shall comply with the following requirements:

a. The protest must contain a complete statement of the basis for the protest and all supporting documentation.
b. The party filing the protest must have actually submitted a proposal for the Project. A Subcontractor of a proposer submitting a proposal for the Project may not submit a proposal protest. A proposer may not rely on the proposal protest submitted by another proposer, but must timely pursue its own protest.
c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
d. The protest must include the name, address and telephone number of the person representing the protesting proposer.
e. The proposer filing the protest must concurrently transmit a copy of the protest and all supporting documentation to all other proposers with a direct financial interest which may be affected by the outcome of the protest, including all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
f. The proposer whose ranking has been protested may submit a written response to the protest. Such response shall be submitted to the District before 5 p.m. no later than two (2) working days after the deadline for submission of the protest or receipt of the protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting firm and to all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
g. The District shall evaluate all of the evidence presented and shall make a determination as to whether the protest is warranted and whether any additional action needs to be taken. The decision of the District shall be final.
h. The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of proposal protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.
i. If the District determines that a protest is frivolous, the protesting proposer may be determined to be non-responsible and that proposer may be determined to be ineligible for future contract awards by the District.
j. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.

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PART II

PROPOSAL REQUIREMENTS

An original + three (3) copies of the proposal must be provided along with one (1) digital copy on a thumb drive, via mail or hand delivery, with **no more than 30 single-sided pages in total length.**

All Contractors submitting an RFP 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. Proposal Content

Your firm's Proposal shall include the following information:

1. Prequalification Certification

2. Proposal

3. Worker's Compensation Certification

4. Fingerprinting Certification

5. Iran Contracting Act Certification

6. DVBE Program Participation Certification

7. CARB Certification

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PREQUALIFICATION CERTIFICATION

FOR LEASE-LEASEBACK PROPOSAL

I, _____, am authorized to represent _____ *[insert name of Contractor]* and sign this certification on its behalf to accompany the proposal that _____ *[insert name of Contractor]* is submitting for the _____ Lease-Leaseback Project ("Project"). I certify and declare that:

- _____ *[insert name of Contractor]* was previously prequalified by the _____ School District ("District") to submit bids and proposals on District public works projects;
- The District issued such prequalification on _____, 20__;
- To the best of my knowledge, such prequalification has not expired; and
- The scope of such prequalification covers the Project.

In addition, I certify and declare that: *(Choose one)*

☐ The answers and financial statements of _____ *[insert name of Contractor]* submitted in response to the previous prequalification questionnaire are still accurate and complete, and require no updated information.

☐ Some of the answers and/or financial statements of _____ *[insert name of Contractor]* submitted in response to the previous prequalification questionnaire are no longer accurate and complete, and updated information is required. Attached is a separate sheet setting forth all such updated information and answers. I understand that if this prequalification certification is submitted after the deadline for prequalification for this Project, and if any of the updated information attached to this certification would result in my company not being prequalified for this Project, the District reserves the right to discard and not consider my company's lease-leaseback proposal.

I understand that any statement which is proven to be false shall be grounds for disqualification of _____ *[insert name of Contractor]* from submitting a proposal for the Project. I represent and warrant that I have authority to bind _____ *[insert name of Contractor]*.

I certify and declare that I have read all the foregoing answers in this certification and all of the documents mentioned in the certification above, and know their contents. The matters stated in this certification are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Executed this _____ day of _____, 20__, at _____.

_____ _____

Signature Name of Proposing Contractor

_____

Typed Name

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PROPOSAL

1. Receipt of Addenda

Receipt of the following addenda is hereby acknowledged:

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

2. Preconstruction Services Lump Sum: $_____

3. Construction and Post-Construction Services Fee Percentage for the Project:

_____%

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WORKERS' COMPENSATION CERTIFICATE

Labor Code §3700 in relevant part provides:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.

_____

Contractor

By: _____

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

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CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

This Certification pertains to the Roseland Elementary TK/K and Sitework Project Lease-Leaseback Project ("Project") between the Roseland School District (the "District" or the "Owner") and _____(the "Contractor").

The undersigned does hereby certify to the Governing Board of the District that (1) he/she is a representative of the Contractor, (2) he/she has personal knowledge regarding the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, the Contractor has installed or will install, prior to commencement of any work , a physical barrier at the Project site, as approved in writing by the District, that will limit contact between Contractor's and subcontractors' employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, the Contractor certifies that all Contractor and subcontractor employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: **Title:**

_____ The Work on the Contract is at an unoccupied school site and no Contractor employee and/or subcontractor employee or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor and any subcontractor who will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website. (http://www.meganslaw.ca.gov)

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The Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees, subcontractors or acting as independent contractors of the Contractor.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____
Name of Contactor: _____
Signature: _____
Print Name: _____

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IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Contractor is not:

- identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

- a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

Signature Date

_____

Name Title

_____

Name of Contractor

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DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the District policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, et seq.)

Project Name: _____

Bid No.: _____

DSA No.: _____

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. Check only one of the following:

☐ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____ dollars ($), which represents approximately _____ percent (%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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California Air Resources Board (CARB)

In-Use Off-Road Diesel-Fueled Fleets Regulation Public Works Certification

In accordance with California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Regulation, as the Public Works Awarding Body, _____ District is required to obtain copies of the valid Certificate of Reported Compliance for Contractors who own off-road diesel fleet vehicles (e.g. construction equipment) in California before awarding a contract. This is applicable to all contractors and the prime's listed subcontractors entering a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or other public lands, property, or improvement of any kind.

Under this requirement, please complete the following to certify compliance:

Company Name: _____

Phone Number: _____

Email: _____

Project Name: _____

Project Location: _____

Please Check/Complete One:

☐ I, _____, hereby certify that _____ and its listed subcontractors (if applicable), are in compliance with the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation Public Works Certification. Attached are our and any listed subcontractors (if applicable) current Certificate of Reported Compliance.

☐ I, _____, hereby certify that _____ and its listed subcontractors (if applicable), do not own or operate any In-Use Off-Road Diesel-Fueled Vehicles (e.g. construction equipment).

Print Name: _____

Title: _____

Signature: _____

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INTERVIEW PORTION

Reference Interviews

The following questions will be used to interview selected contacts listed in Part III of the Prequalification Questionnaire from at least two completed similar type projects for each Contractor. District will conduct the interviews. No action on the Contractor's part is necessary. These questions are included in the package given to the Contractor for information only.

In each interview question, the person being interviewed is asked to rate a certain aspect of the Contractor's performance, using a scale of 1 to 10. The highest possible score is 130 points for each interview; 260 points total for both interviews. A score of between 91 and 110 on one interview indicates the District should conduct another interview to collect additional information. If an additional interview is required, the District shall take the highest two interview scores to determine the best value score. Contractors will be ranked based on their combined interview scores.

Interview Questions

First, please give a brief description of the project.

1. Are there any outstanding stop notices, liens, or claims currently unresolved on contracts for which notices of completion were recorded more than 120 days ago? (If answer is "No" = 10 points; 1 point for each is deducted from overall score)

2. On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel? (Max. 10 points)

3. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision? (Max. 10 points)

4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? (Max. 10 points)

5. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates? (Max. 10 points)

6. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your [agency] [business] approved? (Max. 10 points)

7. Was the project completed on time? (10 points if the answer is "Yes").

   Or, if the answer is "no," on a scale of 1-10, with 10 being the best, to what extent was the contractor responsible for the delay in completion?

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8. On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of reasonable cost and time estimates to perform change order work. (Max. 10 points)

9. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work. (Max. 10 points).

10. On a scale of 1-10, with 10 being the best, rate how well the contractor performed in the areas of turning in Operation & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items? (Max. 10 points)

11. On a scale of 1-10, with 10 being the best, rate the contractor on whether there were an unusually high number of claims, given the nature of the project, or unusual difficulty in resolving them. (Max. 10 points)

12. On a scale of 1-10, with 10 being the highest, rate the contractor with respect to timely payments by the contractor to either subcontractors or suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")

13. On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall? (Max. 10 points)

Contractor Interviews

Each Contractor will be asked the following identical set of questions. The questions will be scored based on the enclosed Interview Scoring Matrix. The highest possible score is 475 points for the interview. Contractors will be ranked based on their overall interview score.

1. What staff from your firm will be on site daily? In other words, what levels of staff will be on site? Superintendent? Project Engineer? Project Manager etc.?

2. Please discuss your current workload and schedules, and describe how you intend to complete this work given your current workload.

3. Can you share how your firm handles document control and the processing of all the project documentation, such as RFI's, RFP's, etc.?

4. Describe your experience with similar type projects. How have you delivered these projects on time?

5. Can you provide us with examples of other projects you have completed using the lease-leaseback method? Do you currently have any projects that are currently complete but in the lease phase?

6. How do you evaluate your subcontractors to ensure you are selecting a quality sub? What is the process you go through in determining whether to self-perform the work or sub it out?

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7. Has your firm completed at least one public works project within the county which the project is located in the last five years? If not, how would you go about mobilizing a project in this area?

8. How did you calculate the fee percentage for each phase of this Project?

9. How do you intend to meet the skilled workforce requirement?

10. If you are selected as the general contractor for the Project, what cost savings do you anticipate you will be able to provide to the District?

11. Do you have any questions for the committee?

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_____ **Lease Leaseback Project**					
	Contractor:				
	Unsatisfactory	Below Average	Average	Above Average	Excellent
1. Staffing	0	10	15	20	25
2a. Workload and Scheduling	0	10	15	20	25
2b. Project management of current workload	0	10	15	20	25
3a. Paperwork Processing	0	10	15	20	25
3b. Document Control	0	10	15	20	25
4a. Experience with similar projects	0	10	15	20	25
4b. Delivery of projects on time	0	10	15	20	25
5. Lease-leaseback experience	0	10	15	20	25
6. Subcontractor relationships	0	10	15	20	25
7. Local experience	0	10	15	20	25
8. Phases 2 and 3 calculation	0	10	15	20	25
9. Skilled workforce	0	10	15	20	25
10. Cost savings	0	10	15	20	25
		Total Score per interview questions:			
					(325 max. score possible)
Overall Assesment based on the interview:					
	Unsatisfactory	Average	Above Average		
Assessment of Project Team, including qualifications, experience	0	25	50		
Experience with Similar Projects; owner evaluation, quality and budget control	0	25	50		
Project Management, including planning, coordination, scheduling, cost control, local experience, capabilities and techniques	0	25	50		
		Total:			
			(150 max. score possible)		
Contractors score	Max score possible:	475			

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Ranking of Best Value Scores

SECTION I – CONTRACTOR QUALIFICATIONS

In the follow table, enter all proposing Contractors and the total points received from the qualifications evaluation (*Refer to Lease-Leaseback Best Value Analysis Proposal*) (Maximum points available per Contractor is 100).

CONTRACTOR	POINTS AWARDED

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SECTION II – PRICE PROPOSAL

In the following table, enter all proposing Contractors based on their fee percentage in order from lowest to highest. In the event two Contractors submit the same fee percentage, both Contractors shall be awarded the same amount of points. (Maximum points available per Contractor is 300).

Preconstruction Services Lump Sum

CONTRACTOR	PRICE PROPOSAL	POINTS AWARDED
		100
		90
		80
		70
		60
		50
		40
		30
		20
		10

Construction and Post-Construction Services - Fee Percentage

CONTRACTOR	PRICE PROPOSAL	POINTS AWARDED
		200
		190
		180
		170

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		160
		150
		140
		130
		120
		110

SECTION III – INTERVIEW PORTION

Reference Interviews (Maximum 260 points per Contractor)

CONTRACTOR	POINTS AWARDED

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Contractor Interviews (Maximum 475 points per Contractor)

CONTRACTOR	POINTS AWARDED

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PART IV - BEST VALUE SCORE

In the following table, enter all proposing Contractors, their scores from the qualifications, price proposal evaluations, interviews, and their total combined score. The total combined score is the Contractor's "best value score."

CONTRACTOR	SECTION I POINT TOTAL	SECTION II POINT TOTAL	SECTION III POINT TOTAL	SECTION I, II & SECTION III COMBINED TOTAL

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SECTION IV – BEST VALUE RANK

In the following table, enter all proposing Contractors and best value score in order from the highest best value score to the lowest best value score. The Contractor with the highest best value score shall be ranked No. 1 overall.

CONTRACTOR	BEST VALUE SCORE (highest to lowest)	RANK
		1
		2
		3
		4
		5
		6
		7
		8
		9
		10

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Lease-Leaseback Best Value Analysis

Proposal Scoring Sheet

Firm Name: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____ Email:_____

Contractor's License Number(s): _____, _____, _____

Instructions for Scoring

For the qualifications portion of the best value analysis and for the purpose of evaluating Contractors' qualifications, the District will evaluate each Contractor on the basis of the responses provided in the Contractor's completed prequalification questionnaire and, if applicable, any updated and/or new information provided in conjunction with Contractor's Prequalification Certification.

The District will evaluate the specific criteria listed below and each Contractor's qualifications will be scored accordingly. 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:

- Number of Audit Exceptions (points possible: 10)
- Experience (points possible: 20)
- History of the Business and Organizational Performance (points possible: 20)
- Disputes (points possible: 10)
- Criminal Matters and Related Civil Suits (point possible: 10)
- Bonding (points possible: 10)
- Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety (points possible: 10)

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- Prevailing Wage and Apprenticeship Compliance Record (points possible: 10)

Scoring

1. Number of Audit Exceptions - 10 points possible

Contractor's number of audit exceptions: ___ (this information should be included in Contractor's audited year-end financial statement, which is required to be submitted with the Prequalification Questionnaire).

Point Allocation for Audit Exceptions:

Contractor's Audit Exceptions	**Points Awarded (10 points possible)**
0	10
1	9
2	8
3	7
4	6
5	5
6	4
7	3
8	2
9	1
10 or more	0

Points to Contractor for number of Audit Exceptions: ____

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2. Contractor's Experience - 20 points possible

Contractor has completed ___ California public school K-12 construction projects subject to DSA approval within the last three (3) years. (Use information provided in Contractor's response to in Part 1, Section 5, and Part III of Contractor's Prequalification Questionnaire).

Point Allocation for Contractor's Experience:

Number of California Public school K-12 construction projects completed that were similar in size and subject to DSA approval.	**Points Awarded (20 points possible)**
10 or more	20
9	18
8	16
7	14
6	12
5	10
4	8
3	6
2	4
1	2
0	0

Points to Contractor for Experience: ____

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3. History of the Business and Organizational Performance - 20 points possible

District will evaluate Contractor's history and organizational performance based on Contractor's responses to Part II, Section B, of the prequalification questionnaire, and specifically, the score given to Contractor for its responses as part of the prequalification process.

Contractor's Total Score for Part II, Section B is: ____ (use total score for Part II, Section B from Contractor's Prequalification Questionnaire Scoring Sheet).

Point Allocation for Contractor's History & Organizational Performance:

Contractor's Total Score for Part II, Section B	**Points Awarded (20 points possible)**
30	20
25-29	15
20-24	10
10-19	5
Less than 10	0

Points to Contractor for History and Organizational Performance: ____

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4. Disputes - 10 points possible

District will evaluate Contractor's qualifications with regard to disputes based on Contractor's responses to Part II, Section C, of the Prequalification Questionnaire, and specifically, the score given to Contractor for its responses as part of the prequalification process.

Contractor's Total Score for Part II, Section C is: ____ (use total score for Part II, Section C from Contractor's Prequalification Questionnaire Scoring Sheet).

Point Allocation for Disputes:

Total Score for Part II, Section C	**Points Awarded (10 points possible)**
40	10
35-39	9
30-34	8
25-29	7
20-24	6
15-19	5
10-14	4
5-9	3
1-4	2
0	0

Points to Contractor for Disputes: ____

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5. Criminal Matters and Related Civil Suits - 10 points possible

District will evaluate this section based on Contractor's responses to Part II, Section D, of the Prequalification Questionnaire, and specifically, the score given to Contractor for its responses as part of the prequalification process.

Contractor's Total Score for Part II, Section D is: ____ (use total score for Part II, Section D from Contractor's Prequalification Questionnaire Scoring Sheet).

Point Allocation for Compliance with Law:

Total Score for Part II, Section D	**Points Awarded (10 points possible)**
15	10
14	9
13	8
12	7
11	6
10	5
9	4
8	3
7	2
6	1
5 or less	0

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Points to Contractor for Criminal Matters and Related Civil Suits: ____

6. Bonding - 10 points possible

Contractor's current maximum bonding capacity is: $_____ (insert bonding capacity from Contractor's response to Part 1I, Section E, Question No. 1 of Contractor's Prequalification Questionnaire).

The Cost Estimate for the Project is: $11,500,000.

Contractor's current maximum bonding capacity is _____% of the Project Estimate (divide Contractor's maximum bonding capacity by the Project Estimate to determine percentage).

Point Allocation for Bonding Capacity:

Maximum Bonding Capacity %	**Points Awarded (10 points possible)**
200% or greater	10
190% - 199%	9
180% - 189%	8
170% - 179%	7
160% - 169%	6
150% - 159%	5
140% - 149%	4
130% - 139%	3
120% - 129%	2
110% - 119%	1
100% - 109%	0
99% or less	Unable to perform Project

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Points to Contractor for Bonding: ____

7. Compliance with Occupational Safety and Health Laws and with Other Laws - 10 points possible

District will evaluate this section based on Contractor's responses to Part II, Section F, of the Prequalification Questionnaire, and specifically, the score given to Contractor for its responses as part of the prequalification process.

Contractor's Total Score for Part II, Section F is: ____ (use total score for Part II, Section F from Contractor's Prequalification Questionnaire Scoring Sheet).

Point Allocation for OSHA and Other Laws:

Total Score for Part II, Section F	**Points Awarded (10 points possible)**
30	10
27-29	9
24-26	8
21-23	7
18-20	6
15-17	5
12-14	4
9-11	3
6-8	2
3-5	1
Less than 3	0

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Points to Contractor for OSHA and Other Laws: ___

8. Prevailing Wage and Apprenticeship Compliance Record - 10 points possible

District will evaluate Contractor's prevailing wage and apprenticeship compliance record based upon Contractor's scored responses to Part II, Section G, of the Prequalification Questionnaire, and specifically, the score given to Contractor for its responses as part of the prequalification process.

Contractor's Total Score for Part II, Section G is: ____ (use total score for Part II, Section G from Contractor's Prequalification Questionnaire Scoring Sheet).

Point Allocation for Wage and Apprenticeship Compliance Record:

Total Score for Part II, Section G	**Points Awarded (10 points possible)**
15	10
14	9
13	8
12	7
11	6
10	5
9	4
8	3
7	2
6	1
Less than 6	0

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Points to Contractor for Wage and Apprenticeship Compliance Record: ____

Contractor's Total Score

1. ____ Points for Number of Audit Exceptions
2. ____ Points for Experience
3. ____ Points for History of the Business and Organizational Performance
4. ____ Points for Disputes
5. ____ Points for Criminal Matters and Related Civil Suits
6. ____ Points for Bonding
7. ____ Points for OSHA Compliance and Other Laws
8. ____ Points for Wage and Apprenticeship Compliance Record

Contractor's Total Points: _____

(Maximum Point Total Available is 100)

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[INSERT LEASE LEASEBACK AGREEMENT PACKET]

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