

REQUEST FOR PROPOSALS

LEASE-LEASEBACK SERVICES FOR

SUMMER 2018 PROJECT - LIGHTING, AUDIO-VISUAL, AND EXTERIOR PAINTING WORK

LITTLE LAKE CITY SCHOOL DISTRICT

**10515 Pioneer Blvd.
Santa Fe Springs, CA 90670
(562) 868-8241**

RFP Issued: February 27, 2018

Mandatory Pre-Submittal Conference:

- **District Office: March 8, 2018 @ 10:00 A.M.**

Proposals Due Date: March 28, 2018 @ 10:00 A.M.

LITTLE LAKE CITY SCHOOL DISTRICT
REQUEST FOR PROPOSALS
FOR
LEASE-LEASEBACK CONSTRUCTION SERVICES

1. INTRODUCTION

Pursuant to the procedures set forth in recently enacted AB 2316, the **LITTLE LAKE CITY SCHOOL DISTRICT** ("District") is seeking proposals and concepts from Lease-Back Construction Services ("LLB") entities qualified to provide to the District pre-construction services including design, constructability review, and value engineering, as well as construction services by entering into a set (or multiple sets) of LLB contract documents with the District for the construction of the Summer 2018 Project described in Section 3.1 below (collectively the "Projects"). The District currently estimates the total price of the Projects to be the sum of the three individual components described in Section 3.1 below. However, the District, at all times, reserves the right to amend the budgets for the Projects in its sole discretion.

Based on the response to this RFP, the District intends to select a LLB entity for the Projects described below based on a best value score, as described in Section 9 herein. The successful Proposer will be that which provides the best value to the District, taking into consideration the Proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. LLB entities are encouraged to view a more detailed description of the anticipated duties for the selected LLB entity in the Scope of Work for the Projects described in Exhibit "A," attached hereto.

This Request for Proposals ("RFP") describes the Projects and the individual components it consists of, the required Scope of Services, the selection process, and the minimum information that must be included in the proposal. This RFP will request each Proposer to concisely state its qualifications and its concept for how the LLB Entity and District will develop a constructive and effective partnership. Pursuant to Education Code section 17406, all proposers must be prequalified in order to submit a response to this RFP pursuant to the District's standard online prequalification process, which may be found at <http://www.lcsd.net/ContractPre-Qualifications>. The deadlines for submission of the prequalification packages and for obtaining prequalified status are set forth in the Schedule of Events below.

2. BACKGROUND AND DESCRIPTION

The District is a public school district that currently serves the communities of Santa Fe Springs, Norwalk, and portions of Downey. The District educates 4,500 students in grades K-8 at seven elementary schools and two middle schools. In order to facilitate the education of all such students the District intends to construct the Projects, as described below.

3. **PROJECT DESCRIPTIONS**

3.1 Project Backgrounds/Descriptions

The District's Projects shall consist of construction of the following three components:

- **Project A - Clean Energy Jobs Act Lighting Project**

Installation of LED fixtures and occupancy sensors identified in the California Energy Commission (CEC) Energy Expenditure Plan (EEP) and detailed in the lighting fixture documentation (shared on district website)

Estimated Cost - \$1,200,000

- **Project B – Multi-Purpose Room Audio-Visual Project**

Removal of old Audio/Visual equipment, procurement and installation of Audio/Visual equipment in Multi-Purpose buildings at all District schools including but not limited to projection screens, projectors with cages and mounts, speakers, racks, all audio components, controls, power, low voltage and required modifications for support and pathways as indicated on plans and required for complete working installation.

Estimated Cost - \$250,000 – \$300,000

Plans and Specifications Status – Plans are completed. Proposers must obtain a set of these plans in order to prepare their proposal. Purchase information will be provided to Proposers who submit a Letter of Interest.

- **Project C - Exterior Painting**

Abatement of hazardous materials as identified and required per abatement report provided by District, surface preparation of all paintable surfaces (plaster, wood, metal, brick, CMU, etc.), repair of damaged metals (gutters, downspouts, drip edges, railings, window frames, etc.), wood fascia's, brick/CMU walls, canopy ceilings, underside of roof overhangs, plaster walls, etc. and painting of all buildings/structures (including permanent and relocatable buildings) and surfaces as indicated on plans and required for a complete campus painting program at Jersey Avenue Elementary, Lakeland Elementary and Studebaker Elementary.

Estimated Cost - \$250,000 - \$300,000

The District reserves the right to amend the above described individual Projects in order to incorporate any additional modernization/renovation work that is identified as necessary for the District's purposes.

The selected LLB Entity for the Projects will perform all required LLB services for the Projects, starting first with the design/constructability review and value engineering and any other required pre-construction services pursuant to the LLB contract documents. The District intends to issue one LLB contract, with separate notices to proceed and guaranteed maximum prices for each of the above described individual Projects. The LLB contract document process shall first commence with the issuance of one or more pre-construction services agreements for the applicable Project identified above. Such pre-construction services agreement(s) shall identify the applicable fee for such services, which shall be incorporated as a line-item in the preliminary and final guaranteed maximum prices for the Projects. If the District, in its sole discretion elects to proceed with the Construction Phase of an individual Project set forth above, the selected LLB Entity will be acting as a General Contractor pursuant to the remaining LLB contract documents consisting of the Pre-Construction Services Agreement, and a Construction Services Agreement, Site Lease Agreement, and Sublease Agreement (collectively the "LLB Contract"), and may contract with separate specialty subcontractors to perform the various trades comprising the entire Scope of Work described in **Exhibit "A"**. The District's required form LLB Contract documents are attached hereto as **Exhibit "B."**

The LLB Entity shall work under the direction of District staff. If applicable and/or desired by the District, the District will independently retain an Architect of Record (the "Architect") to prepare the design, plans and specifications of the LLB Projects as needed. The LLB Entity shall work with the Architect as directed by the District to complete the value engineering/constructability reviews and assist in the incorporation of any District approved modifications into the plans for the Projects, at the direction of District staff.

3.2 Guaranteed Maximum Price/Fees and Charges.

Respondents are required to describe in the proposal the anticipated price ranges for all fees and charges for the Projects set forth in Section 3.1 above. Price ranges shall be provided and described under the following categories as applicable as will be developed into individual line items for both the estimated preliminary guaranteed maximum prices and the final guaranteed maximum prices:

1. LLB Entity Fee
2. Preconstruction Fee
3. Special Conditions
4. General Conditions
5. Bonds and Insurance
6. Contractor Contingency
7. District Contingency
8. Other, if necessary

This price range information should include enough information for the District to understand how the proposer establishes an estimated preliminary guaranteed maximum price range for the Projects using the LLB delivery method. Upon completion of the Design Phase, if the District proceeds with the Construction Phase of an individual Project, the successful LLB Entity will be required to provide a fixed, final guaranteed maximum price for the Construction Phase of the Projects. A further description of the required submittals for Pricing is set forth in Section 7.2(11), below.

4. SCOPE OF WORK

Although the final scope of work shall be negotiated in the executed LLB Contract documents, the LLB Entity will be expected to fulfill, at a minimum, the services described in the Scope of Work attached hereto as Exhibit "A".

5. SCHEDULE OF EVENTS

The District anticipates the following timeline for the process of selecting a LLB Entity:

<u>Action</u>	<u>Date</u>
Release of Request for Proposal	February 27, 2018
Letter of Interest Due Date	March 7, 2018
Mandatory Pre-Proposal Meetings Location: District Office at 10:00 AM	March 8, 2018
Last Day to Submit Prequalification Packages	March 14, 2018
Final Prequalification Determinations Made/Released	March 21, 2018
Last Day to Submit Questions for Clarification received by the District on or before 3:30 PM	March 22, 2018
Final Responses/Addendum Issued by District	March 23, 2018
Deadline for Receipt of Proposals submitted on or before 10:00AM	March 28, 2018
Interview of Finalist(s)(as applicable)	April 3, 2018
Award for the Projects	April 10, 2018

These dates may be amended or changed in the District's sole discretion through the issuance of an addendum as described in Section 10.2 below.

6. PRE-SUBMITTAL ACTIVITIES

6.1 Letter of Interest/Interest List

An LLB Entity that is interested in or intends to submit a proposal in response to this RFP must provide contact information, including the name of the person to whom any responses to questions and/or clarifications or revisions to this RFP should be sent, together with such person's title, e-mail address, and telephone number. The District will maintain a list of all LLB Entities that have provided such contact information ("Interest List"). LLB Entities should promptly provide such contact information to ensure that it receives all responses to questions and/or clarifications or revisions to this RFP (including, without limitation, any changes in the anticipated Schedule of Events set forth above. Such contact information should be sent by e-mail to Jorge Vargas at Jvargas@llcsd.net.

6.2 Questions Concerning Request for Proposal

LLB Entities interested in submitting proposals must make personal contact only with the individual identified below and should not contact the District's Governing Board members, the Superintendent, Assistant Superintendents, or any other official or staff of the District.:

LITTLE LAKE CITY SCHOOL DISTRICT
10515 Pioneer Blvd.
Santa Fe Springs, CA 90670
Attn: Jorge Vargas, Buyer
Jvargas@llcsd.net
(562) 868-8241 Ext. 2268

Any LLB Entities who violate this directive will be disqualified from further consideration.

All written questions will be answered in writing and conveyed to all firms on the Interest List. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by the scheduled date given in Section 5 of this RFP (the Schedule of Events).

6.3 Mandatory Pre-proposal Meeting

Each Proposer must attend the mandatory pre-proposal meeting to be held as follows:

On March 8, 2018, at 10:00 A.M. at the District Office located at 10515 Pioneer Blvd, Santa Fe Springs, CA 90670.

At the Pre-Proposal Meeting, District representatives will distribute information and materials to further describe the Project, the Scope of Work, and walk the proposed Project

site(s). LLB Entities shall consider and address the materials and information distributed at the Pre-proposal meeting in their Proposal. LLB Entities that fail to attend the Mandatory Pre-proposal meeting, in its entirety, shall be ineligible to respond to this RFP.

6.4 Revision to the Request for Proposal

The District reserves the right to revise the RFP until the date specified in Section 5 of this RFP (the Schedule of Events). Revisions to the RFP shall be emailed to all Proposers on the Interest List that have timely submitted a Letter of Interest. The District expressly reserves the right to extend the date by which proposals are due, as well as extend or modify any other dates and/or times given in the Schedule of Events.

7. **PROPOSAL REQUIREMENTS**

7.1 General

Each proposal shall include a description of the type, technical experience, background, qualifications and expertise of the Proposer's firm. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the District as its LLB Entity.

Describe in detail the firm's methods and plan for carrying out the Scope of Work. Include in this information a detailed description of construction scheduling, staging, and logistics based on the timelines and information provided in the information distributed at the Pre-proposal meeting. Describe the firm's approach to the LLB delivery method and proposed Projects, including any creative methodology or technology that the firm uses or unique resources that the firm can offer.

The proposal shall also include a discussion regarding the firm's current projects and their percentage of completion.

7.2 Contents

1. Executive Summary (Limit: 1 Page)

Provide an overview of the entire proposal describing the general approach or methodology the Proposer will use to meet the goals and fulfill the general functions of the LLB Entity as set forth in this RFP.

2. Table of Contents (Limit: 1 Page)

Include a complete and clear listing of headings and pages to allow easy reference to key information.

3. Identification of the Proposer (Limit: 1 Page)

a. Legal name and address of firm

- b. Legal form of firm (corporation, partnership, etc.) and state of registration, including officers and date of incorporation.
- c. Address and phone number of the office that will be primarily responsible for providing the required LLB services
- d. California Contractor's License Number(s)/Classifications(s), exact name of license holder on file, and whether the license has been suspended or revoked in the past five (5) years. Proposers must hold a General Building Contractor License, Classification B, which is current, valid and in good standing with the California Contractors State License Board.
- e. In addition to the above license information, all respondents must successfully complete the District's standard contractor prequalification package consistent with Public Contract Code section 20111.6. The District's online prequalification process and scoring requirements may be found at <http://www.llcsd.net/ContractPre-Qualifications>. Failure to fully complete the questionnaire, submit all required documentation by March 14, 2018, and achieve at least a passing score prior to March 21, 2018, will eliminate the Respondent's proposal from any further consideration by the District. In addition, all statutorily required electrical, mechanical, and plumbing subcontractors must also successfully complete the prequalification package prior to performing work on the Project as is further described in the LLB contract documents.

4. Staffing Resources (Limit: 3 Pages)

Identify three (3) persons who will be principally responsible for working with the District. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, those principal individuals must attend the interview and in-person presentation if such meetings are necessary and required unless excused by District.

5. DVBE (Limit: 1 Page)

Describe the firm's experience and procedures for administering and fulfilling Disabled Veteran Business Enterprise requirements.

6. Fiscal Stability (Limit: 1 Page, not including supporting documentation)

The Proposer must provide evidence of company stability and financial resources, including, but not limited, to the following or their reasonable equivalent:

- a. A current report from a commercial credit rating service, such as Dunn and Bradstreet or Experian.

- b A letter from a financial institution stating a current line of credit.
- c Latest audited financial statement and/or annual report that have been certified by a Certified Public Accountant.
- d A notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (1) that the firm's current bonding capacity is sufficient for the applicable Project; and (2) the firm's current available bonding capacity (per project and aggregate in CA).
- e. Proposers must also indicate the current value of all work they have under contract.

All confidential financial information provided by proposers will remain confidential and will not be subject to public disclosure.

7. Experience and Technical Competence (Limit: 5 Pages)

a. Experience

The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.

b. Project Specific Experience

The Proposer shall provide a description of at least five (5) relevant construction project contracts held by the firm, completed using the LLB construction delivery method, within the last five (5) years. It is strongly recommended that the description include at least two (2) examples from the K-12 environment. Proposers may also include community colleges, four-year colleges, and universities.

The description of relevant experience should include, but not be limited, to the following:

- (i) Project's name and description
- (ii) Firm's role
- (iii) Award and completion dates
- (iv) Project's total value
- (v) Amount of fees received

- (vi) Staffing, including firm's team members, subcontractors, and consultants
- (vii) Relationship with client
- (viii) Entity name, contact name, position, telephone number, fax number, and e-mail address for each project
- (ix) Discussion of claims, demands, and/or litigation arising from the project and involving the Proposer, and resolution of same.

c. Ability to Respond to District Needs

The District requires that the LLB Entity's key personnel and its consultants assigned to the Project be able to respond to District needs within a reasonable time. For this work, "reasonable" is defined as being able at any and all times to provide a maximum 1-hour response time either telephonically or electronically. Proposers should describe how they will meet this expectation.

d. Contracting History

Describe in detail if Proposer has been involved in any of the following within the last five (5) years:

- (a) Failure to enter into a contract or professional services agreement once selected
- (b) Withdrawal of a proposal or bid as a result of an error
- (c) Termination or failure to complete a contract
- (d) Debarment by any municipal, county, state, federal, or local agency
- (e) Involvement in litigation, arbitration, or mediation in the last five (5) years
- (f) Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or performance of services
- (g) Knowing concealment of any deficiency in the performance of a prior contract

- (h) Falsification of information or submission of deceptive or
- (i) Willful disregard for applicable rules, laws, or regulations

Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. The Proposer may describe facts in mitigation of any of the above examples as information in the foregoing categories may be considered in determining the suitability of the Proposer to perform the needed LLB services.

f. Additional Information

Please provide any additional information or description of resources pertinent to this RFP, including, but not limited to, letters of reference or testimonials, total number of permanent employees, and ongoing commitment to professional education of staff. Such additional information may be included as an Appendix if necessary.

g. Technical Competence

- (1) Description of in-house resources (i.e., computer capabilities, software applications, modem protocol, modeling programs, etc.)
- (2) Ability to draw upon multi-disciplinary staff to address the services required under this RFP.

8. Insurance (Limit: 1 Page, not including supporting documentation)

Although the District may determine that it will provide builder's risk or other owner-controlled insurance in connection with the Project, each Proposer must demonstrate that it can maintain adequate insurance as required herein. Therefore, each proposal must include a letter from the Proposer's insurance company indicating its ability to provide insurance coverage on behalf of Proposer in accordance with the following requirements:

- a. A.M. Best financial strength/size rating for insurer of no less than A:VII.
- b. Commercial General Liability Insurance at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001) in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage and Five Million Dollars (\$5,000,000) aggregate.
- c. Automobile Liability Insurance at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1

(any auto) in the amount of One Million Dollars (\$1,000,000) for bodily injury and property damage for each occurrence.

- d. Workers' Compensation Insurance for all of Proposer's employees in accordance with California law and Employer's Liability Insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- e. Builder's All-Risk Insurance, written on a non-reporting, completed value basis, providing coverage in an amount not less than the greater of (1) the full estimated replacement cost of the work or (2) the contract price for the applicable Project. Such all-risk policy must cover:

- (1) Losses arising from causes that include, without limitation, fires, windstorms, lightening, explosions, theft, earth movement (including, but not limited to earthquake, landslide, and subsidence), collapse, and water damage;
- (2) Costs associated with clean-up, demolition, repair or other correction of covered losses, including, without limitation, fees for necessary architectural, engineering, and other professional services; and
- (3) All ensuing or consequential losses attributable to causes of loss excluded under the all-risk policy, including, without limitation, faulty design or workmanship.

Such all-risk policy must be endorsed for extended coverage, vandalism, malicious mischief, and theft, including theft of materials not then incorporated into the work. Any exclusion of losses attributable to faulty design or workmanship must not exceed the total costs the District would have incurred to repair or otherwise correct the fault if it had been discovered prior to the loss having occurred.

- f. All insurance must be in a form and with insurance companies acceptable to the District.
- g. Insurance carriers must be qualified to do business in California and maintain an agent for service of process within the state.
- h. The policies shall contain an endorsement naming the District, its employees, consultants, and agents as additional insureds (except for the Workers' Compensation policy), providing that the policies cannot be cancelled or reduced, except on thirty (30) days' prior written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in the applicable agreement.

- i. The submission of a proposal shall be deemed a representation that the Proposer, if selected, can provide insurance in accordance with the foregoing requirements.

9. Litigation Information (Limit: 1 Page)

The proposal must include the litigation history of any claims filed by the firm or against the firm in the last five (5) years. The Proposer may describe mitigating facts as such information may be considered in determining the suitability of the Proposer to perform the needed LLB services.

10. Proposed Method to Accomplish the Work (Limit: 7 Pages total, consisting of up to 3 pages for general methodology description and discussion, and 1 page each for each Project component)

Describe the technical and managerial approach to the LLB partnership with the District. Proposer must take into account the District's goals for the Project and the general functions required. In reviewing the Scope of Services described in Exhibit "A," the Proposer may identify additional necessary tasks and discuss them in its proposed method to accomplish the work.

Describe the Proposer's approach to implement any required process for selection of subcontractors on a competitive basis, including, but not limited to, bid coordination, bidding, selection of qualified subcontractors, including trade contractors, efforts to incorporate local, small, and minority-owned subcontractors, and Project construction administration. Also, describe the Proposer's method for compliance with all subcontractor prequalification and skilled and trained workforce requirements and local requirements, including but not limited to local outreach, minority and diversity policies or procedures. Describe the Proposer's approach to quality control and quality assurance, and timely project completion.

11. Pricing and Contingency (Limit: 7 Pages total, consisting of 1 page for general pricing schedule and discussion; 2 pages each for Projects A, B, C)

Respondents are required to describe in the proposal the anticipated price ranges for all fees and charges for the Project(s). Price ranges shall be provided and described under the following categories:

1. LLB Entity Fee
2. Preconstruction Fee
3. Special Conditions (if any/applicable)
4. General Conditions
5. Bonds and Insurance
6. Contractor Contingency

7. District Contingency
8. Other, if necessary

This price range information should include enough information for the District to understand how the proposer establishes an estimated preliminary guaranteed maximum price range for the Projects using the LLB delivery method. Upon completion of the Design Phase, if the District proceeds with the Construction Phase of the Projects, the successful LLB Entity will be required to provide a fixed, final guaranteed maximum price for the Construction Phase of the applicable Project.

If the District proceeds with the Construction Phase of the Projects, Proposers will be required to provide the final Guaranteed Maximum Price (GMP) for the Project or any portion/component thereof based upon the final plans and specifications (or other approval authority as applicable) consistent with the Construction Services Agreement and in accordance with the provisions of AB 2316. As part of the District review of the GMP, the District will expect to have access to all subcontractor bids, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and LLB Entity fees. The GMP shall include all of LLB Entity's costs for labor, materials, equipment, overhead and profit, Preconstruction Fee, General Conditions, Contractor Contingency, and District Contingency. The selected LLB Entity must provide the District with objectively verifiable information of its costs to perform all services required under the Construction Services Agreement. In the event the selected LLB Entity realizes a savings on any aspect of the Project, such savings shall be disclosed to the District and added to the District Contingency and expended consistent with the District Contingency. In addition, unless otherwise mutually agreed upon, any portion of the Contractor Contingency remaining after completion of the Project shall be added to the District Contingency.

12. Other Information (Limit: 1 Page)

Provide any other information that Proposer believes is necessary in response to this RFP that might further support/distinguish Proposer's response from other prospective LLB entities.

13. Appendices (No Limit)

Proposers may include resumes of individuals who will work on the Project.

8. SUBMITTAL REQUIREMENTS

8.1 General

Proposers must submit proposals in the format identified in this section to allow the District to fully evaluate and compare the proposal. All requirements and questions in the RFP must be addressed and all requested data shall be supplied. The District reserves the right to request additional information which, in the District's opinion is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

8.2 Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the Project approach and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

8.3 Format

Proposals shall adhere to this required format for organization and content. Proposal must be divided into the individual sections and organized as set forth in Section 7 above. Tabs should be provided for each of the sections listed above. The RFP shall not exceed 28 pages excluding front and back covers, tabs, appendices and supporting documentation. The proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

8.4 Date, Time and Place of Submission

The proposal must be received **no later than 10:00AM on March 28, 2018**, at the office of:

LITTLE LAKE CITY SCHOOL DISTRICT
10515 Pioneer Blvd.
Santa Fe Springs, CA 90670
Attn: Jorge Vargas, Buyer

Submission of proposals by facsimile or e-mail is not acceptable. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Proposer. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Modifications of proposals received after the deadline specified in this section will not be considered. Incomplete submittals or incorrect information may be cause for immediate disqualification. However, the District reserves the right to request additional information or clarification during the evaluation process

8.5 Number of Copies

One (1) unbound original, (1) electronic copy and five (5) copies of proposal shall be submitted to the District contact person identified above.

8.6 Packet Submission

The Proposal shall be submitted in a sealed package with the following information clearly marked on the outside of the package:

- a. Name of Proposer
- b. Response to **REQUEST FOR PROPOSALS - LEASE-LEASEBACK SERVICES FOR LIGHTING, AUDIO-VISUAL, AND EXTERIOR PAINTING WORK**

9. EVALUATION AND AWARD OF CONTRACT

9.1 Responsiveness to RFP

All proposals shall be reviewed to verify that the Proposer has met the minimum requirements of the RFP. Proposers are encouraged to follow the format of the RFP in order to facilitate District review.

9.2 Evaluation and Award of Contract.

1. The District intends to select a LLB Entity that provides the best value to the District, presenting the best combination of price and qualifications in accordance with Education Code section 17406(a)(2). The selected LLB Entity will best evidence the demonstrated competence and professional qualifications necessary to perform the described LLB services.

2. A review and selection committee will review and evaluate all submittals received by the District, and a Proposer may be requested to clarify the contents of its proposal. Each proposal shall be evaluated according to the criteria listed below. Proposals will be scored for each Project for each of the three criteria and the total scores for each project ranked against the other proposals for that project to determine the best value score, which means the total score awarded to a Proposer for a project for all scored evaluation criteria, based on a 100 point scale. The evaluation criteria include:

- a. Firm's Business/Organization Attributes, and the Quality of the Proposal, and conformance to the specified RFP format and organization (25%, or 20% if includes interview)
- b. Firm's qualifications and experience (40%)
- c. Proposed LLB methodology and pricing for completing the Project (35%, or 30% if includes interview)
- d. Proposal Interview (if any) [If interviews are held, then criteria percentage values will be a=20%, b=40%, c=30%, and the interview=10%]

3. The District reserves the right to conduct its own independent due diligence regarding the proposals submitted and factor such information into its evaluation, including, but not necessarily limited to verifying and contacting references and listed past projects.

4. The District reserves the right to reject all proposals, select a LLB Entity for each individual Project by proposal review only, or interview Proposers as needed. The District shall not be required to interview each and every Proposer.

5. A LLB Entity will be selected on the basis of best value from the criteria provided above.

6. Upon selection of a LLB Entity and if the District proceeds to the Construction Phase of an individual Project, the District will endeavor to negotiate a mutually agreeable Lease-Leaseback Contract with that firm. In the event such parties are unable to reach agreement, the District, at its sole discretion, may proceed to negotiate with the next highest ranked Proposer. The District reserves the right to contract for LLB services in the manner that most benefits the District, including, without limitation, awarding more than one contract if desired.

10. GENERAL PROVISIONS

10.1 Additional Services

The District may elect, at any time, to amend any contract awarded hereunder to require the selected firm to provide additional services. In this case, the selected firm and the District will agree mutually on the scope and fees associated with any additional services.

10.2 Addenda

The District may modify this RFP or any of its deadline dates set forth in Section 5 of the RFP prior to the date fixed for submission of proposals by issuance of an addendum to all firms who have submitted a Letter of Interest within the required Timelines. As described above, the District also reserves the right to alter any of the dates set forth in the Schedule of Events in its sole discretion and shall provide reasonable notice to all proposers of same through issuance of appropriate addenda.

10.3 Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Proposer.

10.4 Withdrawal of RFP

The Proposer may withdraw its RFP by submitting a written or email request signed by the Proposer's authorized representative, prior to the time and date specified for proposal submission to the following person and address:

**Little Lake City School District
10515 Pioneer Blvd.
Santa Fe Springs, CA 90670
ATTN: Jorge Vargas, Buyer
Email Address: Jvargas@llcsd.net**

Proposals may be withdrawn, and resubmitted in the manner required herein if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

10.5 Reservations

At no time, will the District be responsible for any proposal preparation, interview, fee negotiation or other marketing costs incurred by Proposers in connection with this RFP. The District reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner.

The District may reject any or all proposals and may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from compliance with the other provisions of this RFP.

10.6 Disposition of Proposals

Proposals become the property of the District and may be returned only at the District's option and at the Proposer's expense. Information, excluding Proposer's confidential financial information, contained therein shall become public documents subject to the Public Records Act.

10.7 Exceptions to this RFP

The Proposer shall certify that the Proposer takes no exceptions to this RFP, including but not limited to the District's proposed form of LLB contract documents attached hereto as Exhibit "B"

10.8 Non-Discrimination

The District does not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person in consideration for an award of contract.

10.9 Subcontractors.

The successful LLB Entity will be required to provide the District's Governing Board with an enforceable commitment that it and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project in accordance with Education Code section 17407.5.

10.10 Prevailing Wages.

LLB Entities are advised that the Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. District will obtain from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. These rates will be available to any interested party upon request. Alternatively, LLB Entities may obtain copies of such rates from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. Any Respondent to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, and otherwise comply with applicable provisions of state law.

The successful LLB Entity shall be responsible for complying with all applicable labor laws, including the standard provisions requiring payment of prevailing wages, maintenance and submission of weekly certified payrolls, and hiring of apprenticeship as appropriate. The successful LLB Entity shall be required to attend, and invite its contractors and subcontractors to attend, a pre-construction meeting at which a representative of the District shall discuss labor law requirements. The LLB Entity shall work with the District's staff and consultants to ensure the full compliance with all applicable labor law.

In addition, the LLB Entity shall, at all times, ensure that it and all of its subcontractors, regardless of tier, are appropriately registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. Contractor shall provide evidence of such registration information upon request of the District.

10.11 Fingerprinting

The District anticipates that firm's employees or subcontractors may have contact with District students. If this is the case, the firm will be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1. Contractor's responsibility shall extend to all of its staff, consultants and subcontractors, regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent contractors of the firm. Verification of compliance with this section shall be provided in writing to the District prior to the firm permitting such individuals to come in contact with District pupils. Firm shall, at commencement of any agreement with the District and prior to permitting employees, consultants and subcontractors to come in contact with District pupils, provide to the District a list of the names of all such Individuals who may come in contact with District pupils during the terms of any agreement.

10.12 Tobacco-Free and Drug-Free Workplace Policy.

The District and all District projects are "tobacco-free" and "drug-free" workplaces and, as such, require that all the consultants and/or contractors be subject to the requirements mandated by California Government Code section 8350, et seq. when on Project site.

EXHIBIT "A"

SCOPE OF SERVICES

The LLB Scope of Services for the Project includes, but is not limited to, the following which shall be subject to negotiation and finalization in the final LLB Contract Documents:

Design/Pre-Construction Services

1. Review design documents prepared by the Architect for constructability, scheduling, clarity, consistency, and coordination.
2. Expedite design reviews, including modifications, if any, based on value analysis.
3. Undertake value engineering analysis during design process, or at such other time as mutually agreed to by the parties. The LLB Entity must prepare reports with recommendations to the District for maintaining the established budget and schedule for the Project.
4. All other services specified in the LLB Contract Documents. The Scope of Services may also include some or all of the following:

Construction and Post-Construction Services

1. Implement any required process for selection of subcontractors on a competitive basis, including, but not limited to, bid coordination, bidding, selection of qualified subcontractors, including trade contractors, consistent with Section 7 of the Construction Services Agreement, and Project construction administration.
2. Coordinate and complete all construction, including, without limitation, all work by subcontractors, acquisition and delivery of materials and supplies, safety programs, storm water pollution prevention plans/NPDES permits, and other run-off controls.
3. Coordinate and expedite the finalization of record drawings and specifications.
4. Compile operations and maintenance manuals, warranties/guarantees, and certificates.
5. Coordinate all testing, documentation, and governmental inspections.
6. Prepare final accounting and close out reports for District review as required by the Division of the State Architect, the Office of Public School Construction, and local agencies for off-site construction.
7. Assist the District in any audit reporting to the Office of Public School Construction
8. Other responsibilities necessary for the completion of the Project in accordance with the plans and specifications.

EXHIBIT "B"

LLB CONTRACT DOCUMENTS