

Request for Proposals Lease-Leaseback Construction Services for

Floyd Farms

Proposals Due: August 21, 2019 by 3:00pm Mandatory Site Walk: July 30, 2019 at 9:00am

Contact: Jessica Sulli, Contract Specialist Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824 Telephone: (916) 643-2464 Email: <u>Jessica-Sulli@scusd.edu</u>

I. OVERVIEW

The Sacramento City Unified School District ("District") is seeking proposals from qualified providers of Lease-Leaseback Construction Services ("Contractors") for the "Floyd Farms **Project"** ("Project"), 401 McClatchy Way, Sacramento, CA 95818. Contracts will be awarded by the Board under the provisions of Education Code section 17406 *et seq*.

The governing Board of the District is planning to award a contract for the Project at its regular Board meeting on September 5, 2019. The Board reserves the right to postpone or cancel this selection. The meeting will be held at 6:00 p.m. at Serna Center Community Rooms, 5735 47th Avenue, Sacramento, California.

All Contractors submitting proposals must be prequalified pursuant to Education Code section 17406 subsection (a)(2)(C) and Public Contract Code section 20111.6 subsections (b) through (m), prior to submitting a proposal. The District prequalifies prospective contractors on an annual basis, and such prequalification is valid for one year from the date of the initial prequalification. Contractors that have been prequalified pursuant to the District's annual prequalification process no more than twelve (12) months prior to submittal of its proposal for the Project shall be deemed prequalified for purposes of submitting a proposal in response to this RFP. For Contractors that have not been prequalified by the District within the past twelve (12) months, prequalification applications are available at www.scusd.edu/contractor-prequalification. To submit a proposal for this project, your prequalification application must be submitted by August 7, 2019 and approved by August 14, 2019.

Contractor and any proposed subcontractors shall not be qualified to submit a proposal, or to be listed in a proposal, for the Project, and shall not be qualified to enter into, or engage in the performance of, the Lease-Leaseback Agreement, unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code. The Contractor's registration must remain active throughout the term of the agreement.

The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises the RFP, all Contractors will be so notified by addenda. The District also reserves the right to extend the date on which responses are due, the date on which it announces the results of its best value analysis, or the date on which the award will be made.

As described in further detail below, the District will score the price portion of each proposal based on two factors: 1) a lump sum fee for Pre-construction services ("Pre-Construction fee"), which shall serve as the total compensation for pre-construction services; and 2) a percentage to be applied to the District's construction budget (eventually the construction cost) of the Project ("Contractor Fee") which will determine the total compensation for construction of the Project. The District will combine each proposer's Pre-Construction Fee and Contractor Fee to determine their Total Price Proposal, which will be ranked and awarded points as described below.

Respondents are advised that this is a public works project for purposes of the California Labor Code, which requires payment of prevailing per diem wages, as well as wages for legal holidays and overtime. These rates are set forth in a schedule, which may be found on the California Department of Industrial Relations website at <u>www.dir.ca.gov</u>. Any Contractor to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, provide payroll records when required, and otherwise comply with applicable provisions of state law.

- 4. In consultation with Architect, review design documents for constructability, scheduling, clarity, consistency and coordination.
- 5. Contractor shall review Project design and budget with the District and the Architect at the conclusion of the 100% Construction Documents Phase to:
 - 5.1. Provide recommendations on site use and improvements, selection of materials, building systems and equipment.
 - 5.2. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation

5.6.4. Provides the District with written confirmation that the various components have been coordinated and are consistent with each other so as to minimize conflicts with or between components of the design documents.

Construction and Post-Construction Services

The Contractor shall perform all work and obligations described in the Contract Documents, including the following construction and post-construction services:

- 1. Construction of the Project in accordance with the plans and specifications.
- 2. Coordinate and expedite record drawings and specifications.
- 3. Compile operations and maintenance manuals, warranties/guarantees, and certificates.
- 4. Prepare final accounting and close-out reports.
- 5. Other responsibilities necessary for the completion of the Project in accordance with the plans and specifications.

B. Cost Estimate

The District estimates the total cost for this Project will be **\$4,200,000**. This estimate is based solely on the Architect's most recent estimate of the total Project costs and is subject to change.

C. Financing

The successful Contractor will be financing the construction of the Project through a leaseleaseback arrangement, and the District will be paying Contractor for its construction and financing through monthly lease payments that will extend beyond the completion of the construction by no more than twelve (12) months. The rate will be determined on the date of contract award equal to the current Bank of America prime interest rate, not to exceed 4.0%.

D. Scope of the Fee Proposal

1. Proposed Budget

The District will require an open book policy with the successful Contractor and its construction team on the entire Project, meaning that all costs included in the Contractor's Total Sublease Amount and each monthly Sublease Payment shall be clearly set forth to the District's satisfaction, including soft costs, site improvements, and the construction of the building(s). The District shall be entitled to have access to subcontractor bids, value engineering back-up, contingency breakdown and tracking, general conditions breakdown and tracking, documentation of Contractor's fees, and all other information necessary to verify construction costs. Contractor shall inform the District of any conflict of interest or perceived conflict of ict of any conflict Ii en

1. Construction Documents 100% Phase: 9/19/19 (50% of

All electrical, mechanical and plumbing contractors shall be prequalified pursuant to Education Code section 17406 subdivision (a)(2)(C), and Public Contract Code section 20111.6 subdivisions (b) through (m).

Relationships, and History of Disputes. Each criterion is comprised of requests for additional information and/or questions to Contractor (which are set forth below), and each request or question **must** be responded to by Contractor. Contractor's responses to the requests/questions for each criterion will be evaluated by the District, and the District will award a point value to Contractor for each criterion. Contractor's overall general experience will be scored on a one-hundred (100) point scale, with each of the four criteria worth a maximum of twenty-five (25) points.

Contractor's responses should be included on a separate sheet of paper and attached to Contractor's proposal. Every request or question for each criterion must be responded to, and any request or question answered "yes" must be further explained. At the District's discretion, an omission of requested information may result in an automatic rejection of the proposal submitted by Contractor, a reduction in the overall score awarded by District for the applicable criterion, or a total score of zero (0) for the applicable criterion.

The four criteria and the requests and/or questions that Contractor must answer are as follows:

i. <u>Contractor Solvency</u>

a. Describe your general approach to ensuring that your company remains

- d. Describe your company's general approach to providing high-quality construction services.
- e. Describe your company's approach to being proactive when problems arise on a project. Additionally, please provide a detailed description of a situation where your company avoided or mitigated a significant issue on a project (i.e., delay, cost increase, non-performing subcontractor, etc.).
- f. Describe your company's general approach to managing a project within the

3. Price Proposal Portion

Section III – Price Proposals

In the following table, enter all proposing Contractors based on their Total Price Proposal (Preconstruction Service Fee combined with Construction Service Fee applied to the construction budget) in order from lowest to highest. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points. (For example, if two Contractors submit a price proposal of exactly \$1 million, which would qualify them both as the second lowest proposal, each Contractor shall receive 95 points.)

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

Section IV – Best Value Score

In the following table, enter all proposing Contractors, their interim score, interview and presentation score, and their total combined score. The total combined score is the Contractor's "best value score."

CONTRACTOR	INTERIM SCORE	INTERVIEW AND PRESENTATION SCORE	COMBINED TOTAL

SECTION V – 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

Project

EXHIBIT C PREQUALIFICATION CERTIFICATION FOR LEASE-LEASEBACK PROPOSAL

I,, am authorized to represent	and
sign this certification on its behalf to accompany the proposal that	is
submitting for the Floyd Farms Project ("Project"). I certify and declare that:	

LIST OF DRAWINGS

EXISTING CONDITIONS

<u>not</u>

<u>not</u>

<u>not</u>

GEOTECHNICAL DATA

<u>not</u>

>9-5(d)⁻-4(p)(T

SITE VISIT CERTIFICATION

September 5, 2019

_____, a California [corporation

[Project Address] the scope of which is generally described in Section 1, below.

This Agreement is entered into by the Parties pursuant to California Education Code section 17406, which permits the governing board of school district, without advertising for bids, to lease to any person, firm,

The Contractor agrees to finance construction of the Project and to furnish all labor,

Contractor shall review the Plans and Specifications and related construction documents for errors

f

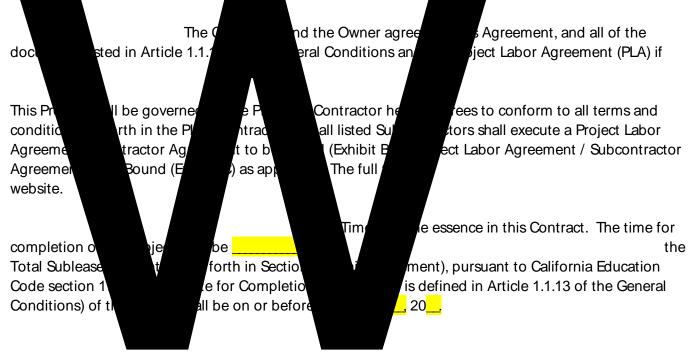
quality and educational goals desired, and can be completed within the established schedule. Contractor shall specifically provide recommendations on construction feasibility, energy conservation, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies of scale. Contractor shall provide written reports, identifying by page and detail the issues to be discussed and resolved. As part of the constructability review, Contractor shall identify areas where value engineering principles could be applied (including potential cost savings and the schedule impact of such savings), and identify items requiring a long lead time before construction. Contractor shall assist the District in considering operating or maintenance costs with respect to selecting systems and products for the Project.

- c. *Design/Coordination Meetings*. Contractor shall be responsible for facilitating all design/coordination meetings as needed. Such meetings shall include participation of design professionals and specialty subcontractors.
- d. Schedule

f. *Construction Planning*. Contractor shall provide assistance to Owner in construction planning, including phasing, staging, site logistics, sequencing, fencing, office locations and means and

schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule pursuant to Subsection d. above; (3) develop a preliminary cost estimate for each type of work contemplated by the Project pursuant to Subsection e. above; (4) clarify and delineate the responsibilities; and (5) set forth

a plan for the administration and coordination of all Work on the Project, including pre-construction meetings. The Architect and Owner shall review the above for acceptance. Contractor will also ensure that all Work complies with the guidelines established by the State of California Office of Public School Construction and any other Federal or State agencies having jurisdiction over the Project. The objective of this step will be to develop an overall program strategy as relates to timing, budgets, construction materials, means and methods and the program interface during construction.



or furnish supplies. The Owner shall pay Contractor sublease payments pursuant to the terms and conditions of Secti

shall not exceed the Total Sublease Amount established under this Section 5.

Should the Contractor believe that it is entitled to an increase in the Total Sublease Amount or a time extension for completion, it must request such change pursuant to the procedures in the General Conditions for change orders and claims.

_____, 20

hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than 1½ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit \$25.00 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

The Contractor shall comply with California Labor Code sections 1777.5 and 1777.6. These sections require that contractors and subcontractors employ apprentices in apprenticeable

a journeyman (unless an exemption is granted in accordance with Labor Code section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

The Owner has entered a project labor agreement with Sacramento-Sierra Construction Building & Construction Trades Council, dated November 16, 2017, entitled Project Labor Agreement will bind, and apply to, all contractors and subcontractors performing the Work and that includes the requirements of Education Code section 17407.5 and Public Contract Code sections 2600 et seq. concerning a skilled and trained workforce. By entering this Agreement, the Contractor agrees that it will

The Contractor must comply with the applicable requirements of the

and completion of

inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) ct, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-

actions or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any

expense, in order to permit inspection and approval of the covered Work in accordance with the DSA Oversight Process.

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

compliance with the provisions of the California Labor Code and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the bonds set forth in the General Conditions, including performance and payments bonds.

The

The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or

The Contractor shall not assign or transfer by operation of law or otherwise any of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions or other Contract Documents.

Each person signing this Agreement below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the listed Party and that such execution binds that Party to the terms and conditions of this Agreement.

* * * * * * * * * * * * * * * * * * * *

[contractor] a California [corporation] Sacramento City Unified School District

BY:

[name] President BY: _____

Jorge A. Aguilar Superintendent

BY:

[name] Corporate Secretary

Expiration

NOTE:

usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name

of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

<u>www.scusd.edu/construction-projects</u>. These General Conditions and the definitions are an integral part of the Contract Documents. In addition to signing the Contract, Contractor shall initial this paragraph immediately below ack

LEASE-LEASEBACK SITE LEASE AGREEMENT Floyd Farms Project

This LEASE-LEASEBACK SITE LEASE AGREEMENT ("Site Lease") is entered into on September 5, 2019, between the Sacramento City Unified School District, a California public school district (the "Owner"), as lessor, and , a California corporation and licensed general contractor ("Contractor"), as lessee. Owner and Contractor are each a "Party" and together are the "Parties" to this Site Lease.

The Owner desires to provide for the financing and construction of certain public improvements (the "Project") more fully described in a Lease-Leaseback Aig j fl eQ Pc f \hat{l} \pm \hat{z} U g

and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

4. **Representations and Warranties of Contractor**. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery, and performance of this Site Lease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery, and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

5. <u>**Rental**</u>. Contractor shall pay to the Owner as and for advance rental hereunder \$1.00 per year per Site, on or before the date of commencement of the term of this Site Lease.

6. <u>Purpose</u>. Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the Owner; provided, that in the Event of Default by the Owner under the Sublease, the Contractor may exercise the remedies provided for in the Sublease. Contractor warrants that it will not engage in any unlawful activities on the Site and that Contractor will not engage in activities on the Site not authorized by the Owner.

7. <u>Termination</u>. Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by

23. <u>Time</u>. Time is of the essence in this Site Lease and all of its provisions.

24. <u>**Terms Not Defined</u>**. Capitalized terms used in this Site Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement.</u>

LESSOR

LESSEE

SACRAMENTO CITY5.8 309.53 238

EXHIBIT A

DESCRIPTION OR DEPICTION OF SITE

Contractor hereby leases those portions of the property identified as ______ as depicted on this diagram.

LEASE-LEASEBACK SUBLEASE AGREEMENT

Floyd Farms Project

This LEASE-LEASEBACK SUBLEASE AGREEMENT

Payments during such extended ter

Section 13. <u>Alterations and Attachments</u>. All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Sections 21 and 22

due to each subcontractor, consultant and other person retained by Contractor in connection with

Sacramento City Unified School District

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The term of this sublease shall commence as of the date shown on page 1 of this Sublease. Financed Sublease payments shall be paid monthly in accordance with the Contract Documents and the total Sublease Payments made shall not exceed the amount of the final Total Sublease Amount defined in Article 4 of the Lease-Leaseback

PERFORMANCE BOND (100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

DESIGNATED SUBCONTRACTORS LIST

PROJECT: FLOYD FARMS

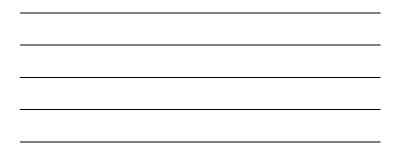
PAYMENT BOND Contractor's Labor & Material Bond (100% Of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

		_
		-
		-
		_
		_
		_

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION d. Subcontracts.



TOBACCO-FREE ENVIRONMENT CERTIFICATION

LEAD-BASED MATERIALS CERTIFICATION

1.

IMPORTED MATERIALS CERTIFICATION



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CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION and DISTRICTIDENTIFICATION

 IRAN CONTRACTING ACT CERTIFICATION (Public contract code sections 2202-2208)

ATTACH DOCUMENTATION DEMONSTRATING THE

EXEMPTION APPROVAL.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)		
By (Authorized Signature)			
Printed Name and Title of Person Signing	Date Executed		

CT LABOR AGREEMENT AGREEMENT TO BE BOUND

Project: 0148-416, FLOYD FARMS

AGREEMENT TO BE BOUND