



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

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Request for Proposal for Lease-Leaseback Construction Services Floyd Farms

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 www.dir.ca.gov. 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.

Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

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

Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

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

D. Scope of the Fee Proposal

1. Proposed Budget

The District will require an open book policy with the successful Contractor and its construction team on the entire Project, meaning that all costs included in the Contractor's Total Sublease Amount and each monthly Sublease Payment shall be clearly set forth to the District's satisfaction, including soft costs, site improvements, and the construction of the 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 interest of any conflict li en

Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

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

Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

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).

Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

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. **Contractor Solvency**
 - a. Describe your general approach to ensuring that your company remains

Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

- 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

Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

3. Price Proposal Portion

Request for Proposal for Lease-Leaseback Construction Services
 Floyd Farms

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 |
|------------|---------------|----------------------------------|----------------|
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Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

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

Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

| | |
|----------------|--|
| Project | |
|----------------|--|

Request for Proposal for Lease-Leaseback Construction Services
Floyd Farms

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:

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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 Agreement filed with the Public Information Act Request Log.

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. **Rental.** 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. **Purpose.** 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. **Termination.** 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. **Time**. Time is of the essence in this Site Lease and all of its provisions.

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


LESSOR

LESSEE

SACRAMENTO CITY

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. Alterations and Attachments. 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

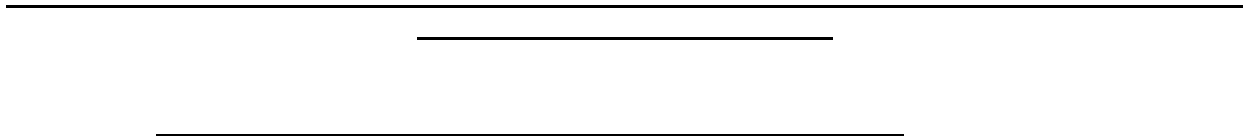
EXHIBIT A

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



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