Sacramento City Unified School District

5735 47th Avenue, Sacramento, CA 95824

December 19, 2024

Request for Proposal (RFP #477)

Lease-Leaseback Construction Services

For

Pacific Elementary School New Construction Project

Request for Proposals
Lease-Leaseback Services
Sacramento City Unified School District

Exhibits
Exhibit A: Map to Sacramento City USD District Office (Serna Center)
Exhibit B: Preliminary Site Plan
Exhibit C: Allowable General Conditions Costs and other Project Costs
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Exhibit I: Lease/Leaseback Construction Standard Forms Manual
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Exhibit M: SCUSD Project Labor Agreement
Exhibit N: Preliminary Schedule
Exhibit O: Subcontractor Listing Form

The Board of Trustees ("Board") of the Sacramento City Unified School District ("District") is seeking qualified providers of lease-leaseback construction services ("LLB Entity") to provide preconstruction and construction related services for construction of the **Pacific Elementary School New Construction Project** located at **6201 41st Street, Sacramento, CA 95824**, County of Sacramento, State of California pursuant to California Education Code Section 17406 (the "Project"), including a twelve (12) month post-construction lease period. A single entity will be selected for the lease-leaseback ("LLB") delivery and financing for the Project.

I. Critical Dates

Proposal Due Date:

Seven (7) hard copies and one (1) separate electronic pdf flash drive of the proposal (**without the fee proposal)** shall be submitted in a three-ring binder, and a separate sealed envelope with one (1) hard copy and one (1) electronic copy pdf flash drive of the Fee Proposal **(Exhibit D)** shall be delivered **no later than November 5, 2024, by 2:00 p.m.** to:

Sacramento City Unified School District
District Office – Contracts Office (See attached map in RFP **Exhibit A)**
5735 47th Avenue, Sacramento, CA 95824
Attn: Tina Alvarez-Bevens

Proposals not received by the deadline will be returned unopened. **QR codes and website hyper-links will not be considered.**

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

- **10/10/2024** – RFP link is made available through the District website https://www.scusd.edu/request-proposals-and-qualifications-0. RFP documents are also available on e-Bldr at https://gateway.app.e-builder.net/app/bidders/landing?accountid=aaf85f30-eade-4a97-af1d-5076c07d8a32&projectid=c7280d9c-70ff-474d-ba74-d588243763cf&bidpackageid=7bbc31ba-19a0-4450-8d62-50a2e3a3a230
- **10/18/2024 at 3:00 p.m.** – **MANDATORY** Preproposal conference at **Pacific Elementary School, 6201 41st Street, Sacramento, CA 95824.** Meet at the flagpole in front of the campus.

- **10/22/2024** – Deadline to submit pre-qualification applications. Link to Quality Bidders can be found at https://www.scusd.edu/contractor-prequalification
- **10/25/2024 at 2:00 p.m.** – Deadline to submit questions via email
- **11/1/2024 at 2:00 p.m.** – If applicable, an addendum will be uploaded to the District website https://www.scusd.edu/request-proposals-and-qualifications-0. RFP documents are also available on e-Bldr at https://gateway.app.e-builder.net/app/bidders/landing?accountid=aaf85f30-eade-4a97-af1d-5076c07d8a32&projectid=c7280d9c-70ff-474d-ba74-d588243763cf&bidpackageid=7bbc31ba-19a0-4450-8d62-50a2e3a3a230
- **11/5/2024 by 2:00 p.m. – PROPOSALS DUE**
- **11/13/2024** – District Notification to Selected Interview Firms
- **11/20/2024** – Interviews
- **11/22/2024** – District selection of successful LLB Entity
- **12/19/2024** – Board award of LLB instrument
- **12/20/2024** – Notice To Proceed (NTP) for Pre-Construction Services

II. Project

Scope Description **Pacific Elementary School New Construction Project** (Refer to **Preliminary Site Plan** for Basis of Submitting Proposal attached hereto as Exhibit B).

- Construction includes but not limited to: construction of the approximately 65,000 square feet replacement campus which will be designed to accommodate approximately 650 students, grades PK through 6th. Four new buildings will include library, multi-purpose room, platform, kitchen/servery and administrative and support spaces. The construction type for all buildings is to be Type II-B with automated fire sprinkler system. Site work shall include demolition of the existing campus including utilities in its entirety, and new construction including new parking lots with solar panel shade canopies, driveways with drop-off areas, playground and outdoor learning equipment, shade structures, hardscape and landscape.
- Expected key features include but are not limited to:
  - Combination of one-story and two-story buildings
  - Sacramento County off-site improvements
  - New SMUD infrastructure
  - New Cal American Water Tie-ins
  - New Comcast Tie-in

Preconstruction services will be included.

DSA approval, District approval of the initial or revised Total Base Rent ("TBR"; see Preconstruction Services below) and issuance of a Notice to Proceed with the construction work is an express condition precedent before the construction may commence. Completion of the Project will be followed by a post-construction occupancy period of **twelve (12) months.**

The total estimated TBR of the Project is **$(76,000,000.00) Seventy-Six Million Dollars and NO/100** be divided among the Preconstruction services, Construction **(including construction and owner contingencies, fees, general conditions, bonds, insurance, and financing),** and Post-construction as set forth below.

Anticipated Schedule:

- ✓ Preconstruction services is scheduled to go from **12/23/2024 - 06/2025**.
- ✓ DSA submittal was **10/01/2024** with DSA anticipated approval approximately **04/01/2025.**
- ✓ The LLB entity will be required to provide a constructability/BIM review and DSA Submission estimate by **02/07/2025**.
- ✓ The Entity will be asked to fully complete the TBR Development for final District approval not later than **06/05/2025** and for board approval on **06/26/2025**.
- ✓ The District anticipates issuing the Notice to Proceed for construction services on **06/27/2025**.

- ✓ The construction duration is anticipated to be from **09/02/2025 – 07/05/2027**, with punch list and final construction completion anticipated by **07/30/2027**.

- ✓ The post-construction duration is anticipated from **07/31/2027 – 08/31/2027**.

Preconstruction Services

Preconstruction services, as defined in Education Code section 17400(b)(4), will include the services generally described below in Section IV(1), Scope of Work, Preconstruction Phase Services including but not limited to a design/constructability and coordination review, value engineering, detailed cost estimating, including variables and options in order to meet the District's budget, development of the different trades' scope of work, and bidding and preparation of the TBR and lease payment schedule.

The TBR shall be developed through a public competitive sub-bid selection process for any scope of work in excess of one-half of one percent (0.5%) of the anticipated TBR. A minimum of three bids is expected for each trade. The competitive sub-bid selection process (i) will require advertisement in accordance with that required of the District, fixing a date on which qualifications, bids, or proposals are due; (ii) will permit selection and award of subcontracts on either a best value basis or to the lowest responsible bidder, as specified in the solicitation for bids; and (iii), if a best value basis will be used, will establish in the solicitation reasonable qualification criteria and standards. The LLB Entity will provide the District with a copy of their bid advertisement and subsequent addenda. Subcontractors awarded construction subcontracts under this process shall be afforded all protections of the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the California Public Contract Code.

Notwithstanding the foregoing, the Respondent may identify Disabled Veteran Business Enterprises ("DVBE") in its Proposal that the Respondent is committing to use, including the DVBE's scope of work. Any DVBE identified in the Proposal must be listed in accordance with Public Contract Code sections 4100 *et seq.* and used for the listed scope of work. When developing the TBR, the LLB Entity will be required to submit a rationale for the price of the work of any subcontractor/supplier listed in the Proposal, including documentation sufficient to support that the price is reasonable.

If the LLB Entity plans to self-perform any work, LLB Entity must submit a sealed bid directly to the District a minimum of 48-hours in advance of the bid due date for the subcontractors. LLB Entity will provide the District with a copy of their bid advertisement and subsequent addenda. The cumulative amount of self-perform work not required to be blind bid is **$50,000**.

The LLB Entity will be required to submit a detailed estimate for any work under one-half of one percent (0.5%) or $5,000, whichever is greater.

Before the TBR may be approved by the District, the LLB Entity will be required to provide the District with objectively-verifiable information of its costs and a written rationale for the TBR. For all work requiring bids (whether formal or informal), the information will include, without limitation, all bids received and the rationale for selecting the proposed subcontractor.

Generally speaking, preparation of the TBR will require approximately seven (7) weeks, broken down as follows:

- Three (3) weeks for bidding of trade contractors by LLB Entity,
- Up to one (1) week for preparation of initial TBR Binder by LLB Entity and review of the binder by District
- One (1) week for District and LLB Entity to further clarify issues with Design Team and for LLB Entity to make revisions and submit final TBR and associated supporting documents for Board approval
- Two (2) weeks for Board review and approval

Construction – Please refer to the Exhibit B Preliminary Site Plan for Basis of Submitting Proposal.

Additional Project Information

The LLB Entity is required to hold a California Contractor's License, Class **B – General Building Contractor**, which is current, valid and in good standing with the California Contractor's State License Board, and is required to be registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5.

The LLB Entity shall work under the direction of the District and its agents. District agents shall be the Construction Manager ("CM"), **Kitchell CEM** and the Architect. For this Project, the District has retained **Lionakis** as its Architect (Designer of Record) to prepare the design and engineered plans and specification for the Project. The LLB Entity shall work with the District, the CM, and the Architect, as necessary to conduct its services.

The Architect Contact is:

Jennifer Quigley
Lionakis
2025 19th Street
Sacramento, CA 95818

The District Contact is:

Chris Ralston
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

The Architect has utilized Revit 2024. The Building Information Modeling ("BIM") is developed to level 300. BIM will include all architectural, structural, fire protection, mechanical, electrical and plumbing. This model will be turned over to the LLB Entity, free of charge, with a signed release of liability and used to begin subcontractor coordination at the start of construction. The accuracy of the model, if used, shall be the LLB Entity's responsibility to verify.

III. Contract Parameters

Public Contract Code section 20111.6

Prequalification in compliance with Public Contract Code section 20111.6 is required for this Project. Therefore, Respondents must be prequalified prior to submitting their proposals for this Project. In addition, all mechanical, electrical and plumbing ("MEP") subcontractors (as defined by Public Contract Code section 20111.6(k)) must be prequalified prior to submitting any bids for Construction Increment services on this Project. MEP subcontractors subject to these requirements are those with any of the following license classifications: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46. The LLB Entity shall work with the District and the District's consultants in prequalifying such subcontractors, as well as any other subcontractors or suppliers that may be identified by the District during preconstruction services to be prequalified, using the District's standard Prequalification Questionnaire and uniform rating system. Respondents and MEP subcontractors must have submitted a prequalification application no later than ten (10) business days before the due date for Proposals or bids or have been prequalified for at least five (5) business days before the due date for Proposals or bids.

The District's Prequalification Application is done on-line. The direct link to the on-line application through the District website is https://www.scusd.edu/contractor-prequalification. Proposals will not be accepted from any Respondent to this RFP who has not complied with these requirements.

Public Works Registration Requirement

Notice is hereby given that this project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that the LLB Entity and its subcontractors are required to be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 at the time of bidding. **The LLB Entity must be registered with the Department of Industrial Relations ("DIR") prior to the due date for Proposals on this RFP**. Failure of a Respondent to be registered by the Proposal due date will render the Proposal non-responsive. The selected LLB Entity's subcontractors, truckers and any suppliers and/or vendors subject to California's prevailing wage laws are required to be registered with DIR pursuant to Labor Code section 1725.5 at the time bids or proposals are submitted for the trade work, or, in the case of any such subcontractors, truckers, suppliers and/or vendors who are not required to submit bids or proposals, must be registered with DIR not later than 24 hours before they commence any work on the Project.

Education Code section 17407.5

In accordance with Education Code section 17407.5, the District has entered into a project labor agreement ("PLA"), attached as **Exhibit M** hereto, that will bind all contractors and subcontractors performing work on the Project to use a "skilled and trained workforce," as defined in Public Contract Code section 2601(d). By submitting a proposal on this RFP, the Respondent agrees to be bound by the District's PLA. Under the PLA, all qualified Respondents are permitted to bid for and be awarded the Project without regard to whether they are otherwise parties to collective bargaining

agreements. When developing the TBR during preconstruction services, the selected LLB Entity shall award subcontracts for the work without regard to whether the subcontractors are otherwise parties to collective bargaining agreements. The LLB Entity will be required to provide the District with a monthly report of its and its subcontractors' compliance with the skilled and trained workforce requirements to ensure compliance with the PLA.

Financing

Financing will be required from the LLB Entity in that the total of the lease payments under the Facilities Lease for the Project will be spread over a Lease Term that includes a post-construction period of **twelve (12)** months after final completion of the Project. The District contemplates that the portion of the Project financed and paid during the post-construction period will not exceed five percent (5%) of the Total Base Rent. Any fees for financing during the post-construction period shall be stated in the Price Proposal and will be taken into consideration in evaluating the Proposals. The District will not pay any additional fees for financing during the construction period of any Increment.

Construction Budgets / Costs

The District will require an open book policy with the LLB Entity and its construction team. The District, through itself or its authorized agents and consultants, expects to have access to all Project information, including without limitation subcontractor/supplier bids, contracts, and change orders; value engineering back-up; contingency breakdown and tracking; general conditions breakdown and tracking; actual costs for bonds and insurance; and LLB Entity fees.

Refer to the Facilities Lease (**Exhibit D**) for what constitutes a Change Order.

DVBE Participation Requirements

In accordance with Education Code section 17076.10, the LLB Entity will be required to meet or make good faith efforts to meet a goal of providing three percent (3%) of the amount of the Total Base Rent in work or materials to certified Disabled Veteran Business Enterprises ("DVBE"). **Exhibit H to the RFP and Attachment 1 to the Facilities Lease** sets forth in greater detail the DVBE outreach to apply when identifying subcontractors as part of developing the TBR. For any DVBEs identified in the Proposal, Respondent must include with its Proposal a printout of the webpage from https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx
reflecting that the DVBE is certified by the Department of General Services ("DGS") as of the date of the Proposal and all information required below in Section V, Proposal Format and Content, Body of Submittal, Paragraph 5.

Development of Initial and Revised Total Base Rent ("TBR") and Lease Payment Schedule (Refer to Exhibits C, D, and E attached herein)

Total Base Rent for the Construction Increment will be determined after taking bids and/or proposals for all subcontracting trades. Refer to Exhibits C, D, and E for what will be allowed as a direct cost of the work, general conditions, and Contractor's Contingency. Items included in the General Conditions cannot be included in the direct cost of the work by the subcontractors. In general, the following components will be included in TBR:

1. General conditions (refer to **Exhibit C** for allowable costs).
2. Work self-performed by the LLB Entity, if applicable
3. Cost of all subcontract scopes of work.
4. LLB Entity fee (includes overhead and profit and all other costs not specifically allowable in general conditions). District will not accept proposals with a Fee higher than **5.5%** of the sum of the Direct Cost of the Work plus General Conditions (excluding the cost of Bonds and Insurance, Allowances and Contingencies).
5. Payment and performance bonds for the LLB Entity to cover the final TBR (inclusive of Contractor and Owner's contingencies and allowances).
6. Insurance costs required by the Exhibit E to the Facilities Lease.
7. A Construction Contingency and a District Contingency for the District's sole use (excluding Contractor's contingency and allowances).
8. Miscellaneous allowances, if applicable, in an amount agreed upon by the District and the LLB Entity.
9. Financing costs.

The LLB Entity shall provide the District with written rationale for the price, and the District's Board must approve the TBR at a public meeting before the LLB Entity may proceed with any construction work of that Increment. The LLB Entity must provide documentation sufficient to support each element of the final price.

Monthly lease payments **are anticipated to be the same for each month during the construction period,** *except for the inclusion of approved contingency usages.* Monthly Lease Payments **during the post-construction period following completion of the Project shall be the same for each month.** All Lease Payment Schedules or revisions presented to the Board for approval must include a **twelve (12)** month post-construction period.

Subject to Board approval of the TBR for the Construction increment and Lease Payment Schedule, the District and the selected LLB Entity will amend the Facilities Lease to incorporate the agreed-upon TBR and Lease Payment Schedule. If the Board does not approve the TBR and/or the Lease Payment Schedule, then the District may, in its sole discretion, decline to proceed with the Construction increment, or, in the alternative, may negotiate with the LLB Entity for a revised proposed TBR and Lease Payment Schedule. No work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, and for which Division of the State Architect approval is required, can be performed before receipt of the required DSA approval.

IV. Scope of Work

The Scope of Work is divided into Preconstruction Phase Services and **one (1) Construction Increment** Commencement or completion of the Preconstruction Services does not obligate the District to proceed with the Construction Increment with the selected LLB Entity. The Scope of Work is anticipated to include the following:

1. **Preconstruction Phase Services for the Project – Exhibit H to the Facilities Lease (attached as Exhibit E to the RFP):**

    a. Input to and review of design and construction documents, constructability review – not code level plan checks - for clarity, consistency, coordination, schedule, phasing, budget - (one formal Constructability report for the project expected after DSA submission). Backchecks to be performed once design team has addressed review comments and prior to DSA approval for each project. The LLB Entity will work in a collaborative manner during the design process with the district staff, the Architect and the CM, as applicable. **The LLB Entity shall include the building design team in the preconstruction process for the assistance with the site adapt approvals.** The LLB Entity should provide input on construction methodology and detailing based on the goals and objectives of the design to incorporate the strengths of their team. The LLB Entity may need to perform site investigation to confirm utilities and other infrastructure impacted or incorporated into the design to confirm location and or condition at the District's discretion. **LLB Entity is to include an allowance amount of Twenty-Five Thousand and No/100 Dollar, ($25,000) for the Pacific ES New Construction Project** to be used on a time and material basis for site investigation, to be used at the District's discretion. Include the equipment rates and labor rates for the possible positions necessary to perform this work. Any unused allowance amount will be returned to the District via a deductive amendment to the Facilities Lease.

    b. Attend regular meetings (bi-weekly) with the Design Team, and District Representatives.

    c. Provide a detailed Construction CPM schedule that identifies the critical path within the Construction Increment. A minimum of **two weeks** of float for Owner's use needs to be identified.

    d. Develop Scopes of Work for the different trade contractors and advertise for bids to obtain a minimum of 3 bids for each trade package. The solicitations for bids must establish reasonable qualification and selection criteria and standards, including any required prequalification, and the subcontracts shall be awarded in accordance with the stated qualification and selection criteria and standards. It is also the District's goal to obtain a minimum participation of 20% of the Direct Cost of the Work from local (within District boundaries) subcontractors and suppliers. LLB Entity will review bids received and identify associated "zip codes" for location of business address and business owner home address, and prepare initial and final TBR binder. LLB Entity will also ensure this requirement is noted on their advertisement for bids. **Refer to Exhibit G (District's Boundaries and associated zip codes**.) DVBE goal of 3% participation or Good Faith Efforts is required to meet State Funding requirements.

    e. District expects the LLB Entity to engage with different subcontractors during the Preconstruction Phase to seek input. Please identify what trades you plan to include for this phase and discuss it in the approach section. Any costs associated with subcontractor input will be included in the LLB Entity's Preconstruction Phase cost. The District expects the LLB Entity to seek competitive bids and will not be obligated to use any of the subcontractors engaged during the Preconstruction Phase during the Construction Increment.

    f. Develop the proposed Total Base Rent (TBR) and proposed lease payment schedule. The TBR proposal shall include the written rationale for the price and objectively-verifiable documentation of the costs to perform the services under the Facilities Lease, including documentation of the costs to perform any subcontract work reserved to a designated subcontractor in the Proposal. Undertake value

engineering analysis and prepare report with recommendations to the District to maintain established construction budget. The LLB Entity will be required to submit an electronic, PDF, book-marked copy of the binder to include all required information as noted above.

2. Construction and Post-Construction Services:

Construction, modernization, off/on-site work as necessary to support the buildings and associated improvements. Services generally required are execution of subcontracts, provide on-site support and logistics including but not limited to temporary construction office trailers and equipment, supervise and direct the work, ensure a safe project/site, participate in project meetings, manage the construction costs (ensure costs allocated to construction contingency have entitlement and meet the contract requirements prior to submission to the District Representative), coordinate the work with the different subcontractors in an efficient manner, update the monthly construction schedule, coordinate equipment start-up and acceptance testing, training, provide a QSP and manage SWPPP, prepare record construction documents and close-out of the project. *See also* Exhibits C, D, and E.

The LLB Entity shall not proceed with the Construction Increment unless and until the TBR is approved by the Board at a public meeting and a Notice to Proceed with construction of the increment is issued by the District. No work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, and for which Division of the State Architect approval is required, can be performed before receipt of the required Division of the State Architect approval.

The LLB Entity will be required to use the District's MIS online software - e-Builder for all Contract Administration responsibilities. District will be responsible for providing user licenses. LLB Entity will be responsible for the Internet connectivity on site.

While it is the intent of the District that the LLB Entity selected to perform the Preconstruction Services will continue on to perform the Construction and Post-Construction Services under terms of the Facilities Lease and Site Lease, the District reserves the absolute right not to proceed with the construction of the Project, whether under lease-leaseback format or at all**.**

V. Proposal Format and Content

The Respondent's Proposal should be clear, concise, complete, well organized and demonstrate both Respondent's qualifications and its ability to follow instructions.

Provide seven (7) hard copies and one (1) separate electronic pdf files of the Proposal **without the fee proposal** in a three-ring binder or spiral bound, not to exceed **thirty (30)** single-sided pages, no less than 10 point Times New Roman, Arial, or equivalent font, total length (Cover pages, Table of Contents, Tabs, Addenda (if any), OSHA forms, DVBE Certification pages, financial information forms in Section 12 below, resumes, and required Attachments J, K, and L are excluded from page count). Material must be in 8½ x 11 inch format. 11in. x 17in. sized paper will be accepted for the site logistics plan but will count as two (2) single-sided pages. ***QR codes and website hyper-links will not be considered***. If an addendum is issued, please include it right after the cover letter. In the event of any discrepancy between the hard copy and the pdf copy of the Proposal, the hard copy will control. In a separate, sealed envelope provide one (1) hard copy of the fee proposal and one (1) electronic copy pdf flash drive. The entire proposal package (binders and fee proposal) shall be separately sealed in a box or envelope labeled with a copy of the "Submittal Cover" specified below.

The failure to include the Non-Collusion affidavit (Exhibit J) will cause the Proposal to be rejected. The failure to include the Iran Contracting Certification (Exhibit K) and Certification Regarding Russian Sanctions (Exhibit L) may, in the District's sole discretion, cause the Proposal to be rejected.

All Respondents shall follow the order and format specified below. Please tab each section of the submittal to correspond to the numbers shown below.

Submittal Cover

Include the RFP's title and submittal due date, the name, address, fax number, and the telephone number of responding firm (or firms if there is a joint venture or association). Include Respondent's point of contact for this RFP with contact information including email address.

Table of Contents

Include complete and clear listings of heading and pages to allow easy reference to key information.

Body of Submittal

The following sections should be included in the order listed:

1. A cover letter signed by an officer of the firm submitting the Proposal, or signed by another person with authority to act on behalf of and bind the firm. Indicate contact person(s) for the project. If an addendum is issued, please also acknowledge it on the cover letter. If Respondent is a joint venture, a principal or officer of each member of the joint venture must sign the cover letter. The cover letter shall include a certification in substantially the following form: "[Respondent] certifies under penalty of perjury, under the laws of the State of California, that all information provided in its Proposal, including without limitation in exhibits and Attachments thereto and its Fee Proposal, is true and correct." **Failure to include such a certification shall make the Proposal non-responsive and unavailable for award.**	**Pass/Fail**
2. All issued addenda. It is the responsibility of Respondents to check the District's website to ensure that they have received all addenda.	**Pass/Fail**
3. Respondents must hold a California Contractors License, Class **B – General Building Contractor**, which is current, valid and in good standing with the California Contractor's State License Board. Provide the following information for the license: a. Name of license holder exactly as on file b. License Classification c. License Number d. Date Issued e. Expiration Date	**Pass/Fail**
4. General information about your firm, including number of employees, type of business structure, years in business, website, name(s) of owner(s), home office location, local office location (if different), DIR registration number, federal tax I.D. number, whether you are a small business or disabled veteran business enterprise (DVBE), and market areas. Also include any signatory requirements to Union participation.	**5 Points**
5. Describe your approach to ensuring that the District meets its goals of 20% local business participation and 3% DVBE participation.	**5 Points**
6. Describe the history of any disputes and performance problems by the Respondent as a contractor (**Nationwide**). At a minimum, discuss whether or not any of the following have occurred and, if they have occurred, please explain. If any of the following ***have not*** occurred, state "N/A" or similar in response to the item. A response to each of the	**25 Points** Loss of points from the total possible is

following sub-issues is required: a. Suspension or revocation of any license of the Respondent, or of any parent, subsidiary, predecessor company, or affiliated company, within the last ten (10) years. An affiliated company is one with at least 10% common ownership, or with the same qualifying individual, or that has two or more board members or officers in common. (Less 1-10 points per incident, depending on the reason, the company, and when the incident occurred) b. Any EPA, Air Quality Management District, or Regional Water Quality Control Board finding against the Respondent or the owner of a project on which the Respondent was the prime contractor in the past five (5) years. (Less 1 point per incident) c. In the past five (5) years, any violation by the Respondent of any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works, or the laws requiring use of a "skilled and trained workforce" on certain public works projects. "Skilled and trained" violations should include only violations by the Respondent not subcontractors of any tier and should be counted as one (1) violation per project. (Less 1 point per incident up to a maximum of 5 points) d. Payment by the Respondent of liquidated damages of $100,000 or more on any contract in the last five (5) years. (Less 1 point per incident. The District retains discretion to subtract additional points for any incident in which over $150,000 in liquidated damages was paid, up to a maximum of 5 points.) e. Termination of the Respondent for cause and/or default within the last ten (10) years. Incidents where the termination was withdrawn or changed to a termination for convenience need not be listed. (Less 10 points if in the last 5 years; less 5 points if over 5 years ago) f. In the past five (5) years, cancellation of any insurance policy or refusal of any insurance company to renew an insurance policy due to non-payment of premiums or losses claimed. (Less 3 points per incident) g. Any finding by any public entity in the past five (5) years that the Respondent was not a "responsible" bidder or proposer. (Less 5 points per incident, unless based solely on lack of experience) h. Any finding by a court or arbitrator in the past ten (10) years that the Respondent was liable for making any false or fraudulent claim or material misrepresentation to a public agency or entity. (Less 10 points if in the last 5 years; less 5 points if over 5 years ago) i. Withdrawal of a bid or proposal for mistake in the past ten (10) years. (Less 1 point per incident) j. Withdrawal of a bid or proposal after a contract award to the Respondent in the past ten (10) years. (Less 3 points per incident) k. Any claims in excess of $250,000 made in the past five (5) years which were either a) asserted by the Respondent against a project owner in arbitration or litigation and compromised for 40% or less than the amount asserted or b) asserted against the Respondent by a project owner in arbitration or litigation and compromised for 60% or more than the amount asserted. (Less 1-5 points per incident depending on amount of the claim and portion of the claim agreed to in the settlement.)	specified for each issue

7. Describe the Respondent's safety record and safety program for local office, including at least a. The Respondent's worker safety program and how construction safety would be managed for the project. (4 points) b. Any CAL OSHA or Federal OSHA finding against the Respondent for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years. (none = 3 points; 1-2 = 2 points; 3-4 = 1 point; > 4 = 0 points) c. For each of the last three complete years - Provide the Average Lost Workday Incident Rate (LWIR), the Average Recordable Incident Rate (RIR) and the Experience Modification Rate (EMR) provided by your worker's compensation insurance carrier. (3 points – 1pt each)	**10 Points**
8. Identify the key personnel proposed to work on the Project, providing the names and levels of responsibility of the day-to-day project manager, superintendent**. Emphasize specifics as it relates to experience with a.) Value of projects is $60M+ b.) K-12 DSA Projects and c.) Metal Fabrication Buildings.** Attach résumés for all identified key staff. Projects referenced on résumés should include contract value, start and finish dates, and delivery method (*e.g.,* design-build, lease-leaseback, construction manager at risk). No substitution of personnel identified will be allowed without the District's approval. The assigned point values will be based on the following personnel: a. Pre-Construction Manager (15 Points) b. Full-time on-site Superintendent (20 Points) c. Full-time Assistant Superintendent [Foreman/General Foreman also acceptable] (10 Points) d. Full-Time Project Manager (10 Points) e. BIM Manager (5 Points)	**60 Points**
9. Specific Respondent experience with K-12 or community college district projects subject to DSA review/approval in Northern California in the last ten (10) years, with an emphasis on **a) Value of project is $60M+ b.) entire site demo with all new underground utilities and construction including off-site improvements c) conducted under lease-leaseback procurement methodologies**. Please include brief project description, procurement methodology, constructed values, dates (start and completion), names of owners and their contact information, and names of architects/engineers and their contact information. Clearly identify whether or not on any project(s) you exceeded the originally established Total Base Rent or Guaranteed Maximum Price in the past ten (10) years (identify the initial contract value, the amount and the reasons for exceeding the price). **For purposes of this requirement, Respondents will receive greater points for demonstrated experience on projects of $60 million or more.** **For purposes of this requirement, Respondents will receive greater points for demonstrated experience on projects involving** entire site demo with all new underground utilities and construction including off-site improvements. The District may contact selected project contacts to assess similarity of work and quality of performance. The assigned point values will be based on the four (4) projects that the District concludes are the most applicable to the current Project.	**60 Points**

10. Describe in detail your experience, approach, and methods for carrying out Preconstruction Services, including without limitation the input and participation of the selected sub-trades; scheduling; BIM modeling; and development of TBR The assigned point values will be based on the following categories: a. How will you work collaboratively with the Architect, CM, and other District personnel and consultants? Identify which trades you plan to include for this phase and discuss how you will involve those trades. Describe any proposed site investigation to assist the design team. (Provide examples) (5 Points) b. Scheduling. Describe capabilities for project scheduling, including typical software programs utilized and experience of personnel in these programs. Discuss briefly the plan for scheduling of this Project, including Phases and Increments in relation to each other, schedule tracking, and schedule updates. The District is open to creative scheduling that will reduce the overall length of time of design and construction**.** (10 points) c. Describe constructability and BIM modeling approach (10 Points) d. Describe process for developing the Total Base Rent, including developing subcontractor scopes of work, DVBE outreach, approach to meeting the Districts' goal of 20% local business participation, and overall bidding. Describe methods implemented for project buy out including procurement of materials, long lead items, and include examples of stored materials vs just in time delivery to maintain the project schedule and mitigate risk. Describe methods used to minimize scope gap and process to manage scope gap if one arises. Describe methods to prevent double coverage between trades, specifications, and plans. (15 Points)	**40 Points**
11. Describe in detail your approach and methods for carrying out the Construction Services, including without limitation how you will minimize the risk of building fabrication delays. The assigned point values will be based on the following categories: a. Any creative methodology or technology that your firm uses or unique resources that your firm can offer that will assist in logistics of a multi-phased project, quality assurance/quality control, and creating a collaborative communication process with the project team. (5 Points) b. Describe how Respondent will manage construction to minimize delays, including due to unforeseen related adverse site or existing building conditions, and/or weather-related adverse site conditions, (15 Points) c. Describe how Respondent will manage the Project during construction. Include a site logistics plan and a site-specific safety plan with narrative of management of the plans. Also, discuss the continuance of budget control and tracking methodologies. Discuss ensuring compliance through completion of construction, including all close-out documents. (15 Points) d. Describe how the Respondent will ensure that Respondent and all subcontractors comply with "skilled and trained workforce requirements" in the Project Labor Agreement. (5 Points)	**40 Points**
12. Financial Information – Provide the following financial information (1 point each): a. A current "Comprehensive Insight Plus Report" from a commercial credit rating service, such as Dunn and Bradstreet. b. A letter from a financial institution stating a current line of credit. c. A letter from a California admitted surety or insurance company stating bonding limit that can be applied to this Project(s). d. A letter from insurance company indicating ability to provide insurance.	**5 Points**

e. Indicate current value of all work the Respondent has under contract.	
13. Non-Collusion Affidavit	**Pass/Fail**
14. Iran Contracting Act Certification	**Pass/Fail**
15. Certification Regarding Russian Sanctions	**Pass/Fail**

Maximum Technical Points: 250 points

Short-listed Interview: he District will invite the short-listed respondents to meet with a District selection committee. Key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the proposal, the firm's history, and other matters the committee deems relevant to firm evaluation with the firm. Prior to the interviews, the District will develop standard questions to ask of each presenter, which the District may or may not share with the firms prior to the interviews.

Maximum Interview Points: 100 Points

Fee Proposal

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

The Fee Proposal will be scored as follows:

Scored Services	**Basis for Evaluation**		**Points**
Total of Preconstruction Services Fees and Costs	More than 10% below average: 7.6% to 10% below average: 5.1% to 7.5% below average: 2.1 to 5% below average: Between 2% below and 2% above average: 2.1 to 5% above average: 5.1% to 7.5% above average: 7.6 to 10% above average: 10.1% to 15% above average: 15.1 to 20% above average: More than 25% higher:	10 points 9 points 8 points 7 points 6 points 5 points 4 points 3 points 2 points 1 points 0 points	**10 Points**
Total of Construction Increment Fees and Costs	More than 10% below average: 7.6% to 10% below average: 5.1% to 7.5% below average: 2.1 to 5% below average: Between 2% below and 2% above average: 2.1 to 5% above average: 5.1% to 7.5% above average: 7.6 to 10% above average: 10.1% to 15% above average: 15.1 to 20% above average: More than 25% higher:	25 points 23 points 21 points 19 points 17 points 15 points 13 points 11 points 9 points 7 points 0 points	**25 Points**

Finance Rate	Lowest rate to up to .99% over the lowest rate: 10 points Lowest rate plus 1% to 1.99%: 9 points Lowest rate plus 2% to 2.99%: 7 points Lowest rate plus 3% to 3.99%: 5 points Lowest rate plus 4% to 4.99%: 3 points Lowest rate plus 5% or more: 0 points	**10 Points**

Maximum Fee Proposal Points: 45 Points

TOTAL POTENTIAL POINTS for RFP: 395 Points

VI. Selection Process

1. The purpose of this Request for Proposals is to enable the Sacramento City Unified School District to select the firm offering the best value to the District for award of a lease-leaseback instrument under the provisions of Education Code section 17406.

2. The District will use the qualifications-based selection process outlined below.

3. A review and selection committee composed of key District officials and consultants will review and evaluate all Proposals based on the technical scoring criteria identified in Section V above and will conduct interviews as appropriate. The evaluation team first will evaluate the Qualifications / Technical portion of the submitted Proposals to determine whether they meet the format and content requirements and the standards specified in the RFP.

4. All compliant Proposals will be scored using the technical criteria identified above. The evaluation team will not open the contents of the sealed fee proposal during this part of the evaluation.

5. After the evaluation team scores all Proposals, each Proposal shall be assigned a technical score for each factor that is the average of the individual evaluators' scores for the factor, and a sum of the total average factor scores.

6. The technical scores will be used to create a short list of Respondents to be interviewed by the evaluation team, at the sole discretion of the District. Respondents not on the short list will not be eligible for further consideration for award.

7. Prior to the interviews (if conducted), the District will develop standard questions to ask of each presenter, which the District may or may not share with the firms prior to the interviews. The interview will be worth up to **one hundred (100)** points, based on the average of the individual evaluators' scores, for a total potential score of **three hundred fifty (350)** points. Final average technical scores then will be recalculated.

8. After final calculation of the technical scores, the fee proposal portion will be opened and scored in accordance the with Fee Proposal standards identified above. The best value score will be determined by totaling the technical points, the interview points, and the fee proposal points (up to a total of **395** maximum points.)

9. The District shall rank Proposals by best value score from the highest to lowest best value score. If the District elects to proceed with award, then, in a Notice of Intent to Award, the District shall publicly announce the rankings and scores, identify the intended awardee offering the best value, identify the intended awardee's price, and state the date of the Board meeting at which the award will be recommended.

10. Proposals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing Respondents prior to and during the review, evaluation, and negotiation processes and prior to issuance of the Notice of Intent to Award. However, to the extent that the submittals are public records under California law, they may be released to members of the public if specifically requested under the California Public Records Act. The District does not intend to release any Proposals under the Public Records Act until it has completed its evaluation and announced an intent to award. If the District rejects all Proposals, then the

District will not release the Proposals until after it has either elected not to proceed with the Project or has announced an intent to award a contract for the Project.

11. The District reserves the right to request additional information at any time, which, in its sole opinion, is necessary to assure that a Respondent's competence, number of qualified employees, business organization and financial resources are adequate to perform the required lease-leaseback services for the District.

12. If the Respondent to which the LLB instrument is awarded fails to execute the Site Lease and Facilities Lease within one week following award by the Board then the Board may award the LLB Instrument to the next-highest scored Respondent if the Board finds the award to be in the best interest of the District.

VII. General Information

1. Amendments. The District reserves the right to cancel or revise in part or in its entirety this RFP. If the District cancels or revises this RFP, then it will do so by addenda posted to the District's website and provided to Respondents. The District also reserves the right to extend the date responses are due.

2. Inquires. Any questions regarding this RFP or selection process shall be directed in writing to all of the following:

Sacramento City USD Contracts Office
Robert Aldama: robert-aldama@scusd.edu &
Tina Alvarez-Bevens: tina-alvarez-bevens@scusd.edu

and

Cassie Baugher, PM
Kitchell CEM
Cbaugher@Kitchell.com
and
Jo Ward, PE
Kitchell CEM
Jward@Kitchell.com

Applicants are requested not to contact other District staff, Board members, and/or the Architect in connection with this selection process. Any applicants who violate this request may be disqualified from further consideration.

The District will reply regarding substantive issues by addenda which will be uploaded to the District's website. It is the responsibility of the Respondent to check the District's website for updated information prior to the Proposal due date. Questions received after the deadline noted in the RFP may not be answered. Only questions answered by formal written addenda will be binding.

Respondents shall submit questions regarding any ambiguity, uncertainty, or other perceived flaw in this RFP, or any proposed changes to the Site Lease or Facilities Lease, as soon as the issue is identified, but no later than the deadline to submit questions on this RFP. Any such issue which is not raised with the District's designated representative prior to the deadline to submit questions shall be waived, and the District will not consider any challenge based on the contents, structure, or terms of this RFP after the Proposal deadline. **Specifically, the District does not intend to consider any requested changes to the Facilities and/or Site Leases after the Proposal deadline, other than to insert information about the selected LLB Entity and its pricing information, unless such changes were proposed prior to the question submittal deadline and disclosed to other Respondents as potentially acceptable changes in an addendum.**

The District shall not be obligated to respond to any question unless it is submitted in writing to the District designated representative identified above. The District shall be bound only by written responses to questions contained in an addendum to the RFP. Oral responses, or email responses, shall not be binding on the District. **If the District approves any change to the language of the Facilities Lease or Site Lease, that change will be shared with all Respondents by addendum identifying the optional alternate language.**

VIII. Special Conditions

1. Non-Discrimination. The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

2. Drug-Free Policy and Fingerprinting. The selected LLB Entity shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free workplace certificate.

3. Costs. Costs of preparing a Proposal in response to this RFP are solely the responsibility of the Respondent.

4. Prevailing Wages. Respondents are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. These rates are set forth in a schedule that may be found on the California Department of Industrial Relations home page (www.dir.ca.gov). Any LLB Entity to which a contract is awarded must pay the prevailing wage rates, post copies thereof at the job site, and otherwise comply with applicable provisions of State law.

5. Bonding. The successful LLB Entity will be required to furnish Performance and Payment (Material and Labor) Bonds after being directed to commence construction work.

6. Limitations. This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.

END OF RFP #**477**

EXHIBIT A

MAP to SACRAMENTO CITY USD – DISTRICT OFFICE

SCUSD SERNA CENTER
5735 47TH AVENUE
SACRAMENTO, CA 95824

Ensure the Receptionist Date/Time Stamps Proposal
Proposal not received by the deadline will be returned unopened and will not be considered.

EXHIBIT B

PRELIMINARY SITE PLAN

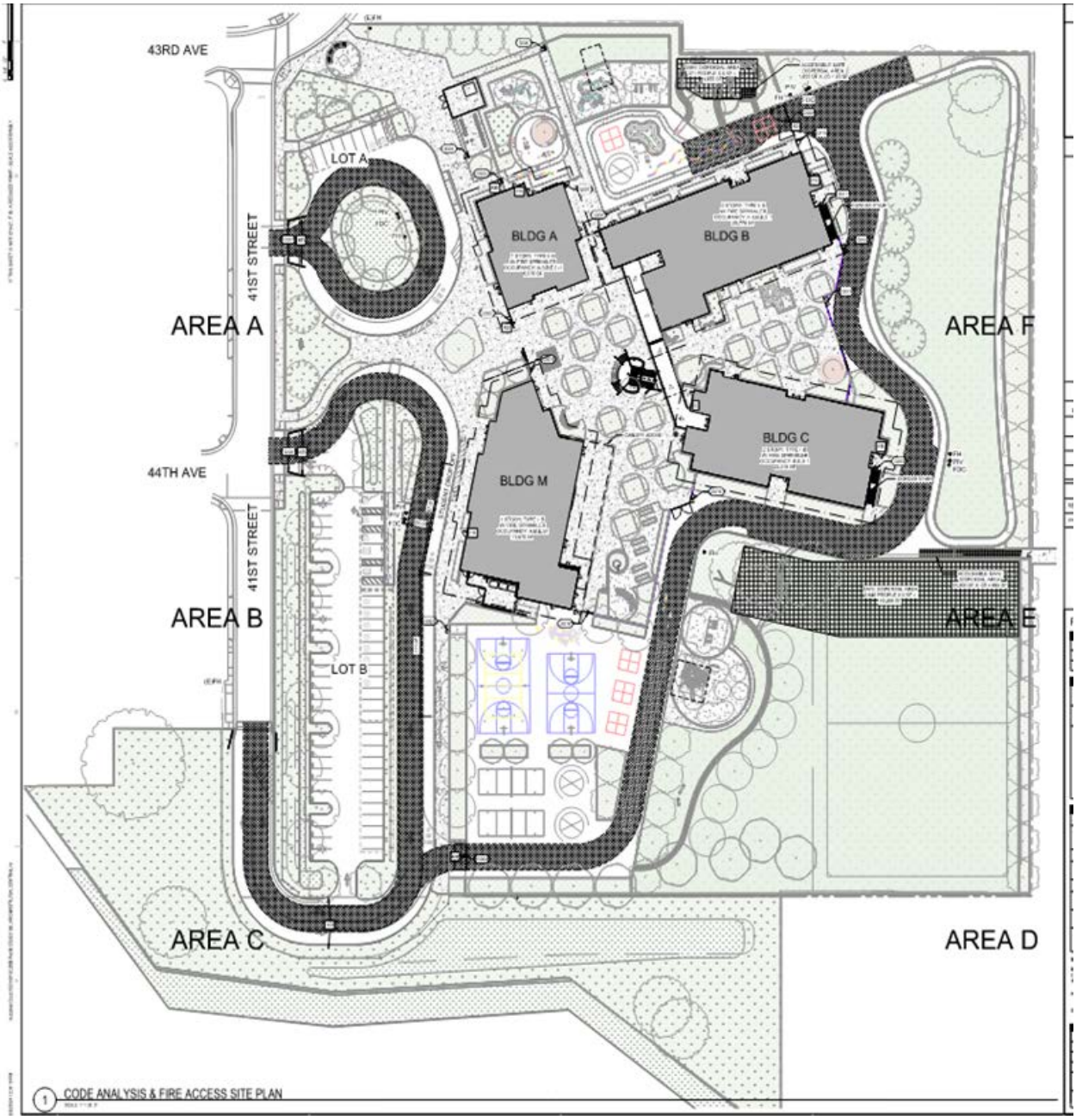


EXHIBIT C

ALLOWABLE GENERAL CONDITIONS COSTS AND OTHER PROJECT COSTS

	Project (On Site Jobsite Staff)	Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor	X			
14	Safety &. E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)	X			
21	SWPPP Creation, Approval, Notifications	X			

	Temporary Utilities	Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies for construction	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if required	X			
16	Trash Chute & Hopper (if applicable)	X			

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Office Trailers	X			
2	**Required**: Shared Trailer including offices for IOR & CM (Trailer must include lockable doors, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet connection)	X			
3	Storage Trailer & Tool Shed Rental	X			
4	Office Furniture/Equip/computers	X			
5	Xerox Copies/Misc Printing	X			
6	Postage/UPS/FedEx	X			
7	Project Photographs	X			
8	Temporary Toilets	X			
9	Project Sign	X			
10	Temporary Fencing/Enclosures	X			
11	Covered Walkways if required	X			
12	Barricades	X			
13	Temporary Stairs	X			
14	Opening Protection	X			
15	Safety Railing & Nets	X			
16	Drinking Water/Cooler/Cup		X		
17	Safety/First Aid Supplies		X		
18	Fire Fighting Equipment		X		
19	Security Guards	X			
20	Watchman Service	X			
21	Phone lines, cell phones, WiFi/Hardline Internet		X		
22	Temporary “Swing space” portables to house teachers and students as required for phasing				X
23	Utility connections and civil work needed for temporary “swing space” portables as required for phasing	X			

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds	X			

2	Developer-provided insurance				
3	Printing - Drwgs & Specs		X		
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X

Hoisting		**Direct Cost of the Work**	**General Conditions**	**Overhead and Profit**	**Paid by District**
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
10	Erect & Dismantle Crane	X			
11	Fuel, Repairs, Maintenance	X			
12	Crane Raising/Jumping Costs	X			
13	Safety Inspections	X			
14	Forklift Rental	X			
15	Forklift Operator	X			
16	Forklift Safety Inspections	X			
17	Fuel, Repairs, Maintenance	X			

Contractor's Main Office Staff		**Direct Cost of the Work**	**General Conditions**	**Overhead and Profit**	**Paid by District**
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	

END OF DOCUMENT

EXHIBIT D

FEE PROPOSAL FORM

Fee Proposal should be based on the estimated project costs in RFP.
Fee Proposal form to be in a separate sealed envelope with one (1) hard copy and one (1) electronic copy.

Proposing Firm Name: _____

	ITEM Description	Amount
1	**Proposed Preconstruction Services Fee –** Collaboration/Meetings	**$**
2	**Proposed Preconstruction Services Fee** – Site Investigation Allowance	**$100,000**
3	**Proposed Preconstruction Services Fee** – Preliminary Construction Project Schedule and Preliminary Site Logistics Plan	**$**
4	**Proposed Preconstruction Services Fee** – Preliminary Cost Estimates	**$**
5	**Proposed Preconstruction Services Fee –** Value Engineering	**$**
6	**Proposed Preconstruction Services Fee –** Constructability Review of Construction Documents (including BIM).	**$**
7	**Proposed Preconstruction Services Fee – Development of Total Base Rent**	**$**
8	**Proposed Preconstruction Services Fee –** Assessment of Long Lead Time Items (Does not include Allowance; to be added via Amendment during Preconstruction)	**$**
9	**Total for Preconstruction Services (Rows 1-8)**	**$**

10	**General Conditions:** Refer to EXHIBIT C as reference for allowable costs and items that the Developer will include as general conditions and not as part of direct costs of work.	**GCs per month**	**$**
11	**Fee (inclusive of overhead and profit)** (as a percentage of direct costs)		**%**
12	**Bonds** (Per Facilities Lease)		**%**
13	**Insurance cost** (Per Facilities Lease)		**%**
14	**Interest Rate on Loan Amount**		**%**

Proposing Firm Signature: _____

Signature Name: _____

Signature Title: _____

EXHIBIT E

FACILITIES LEASE

(Document attached separately)

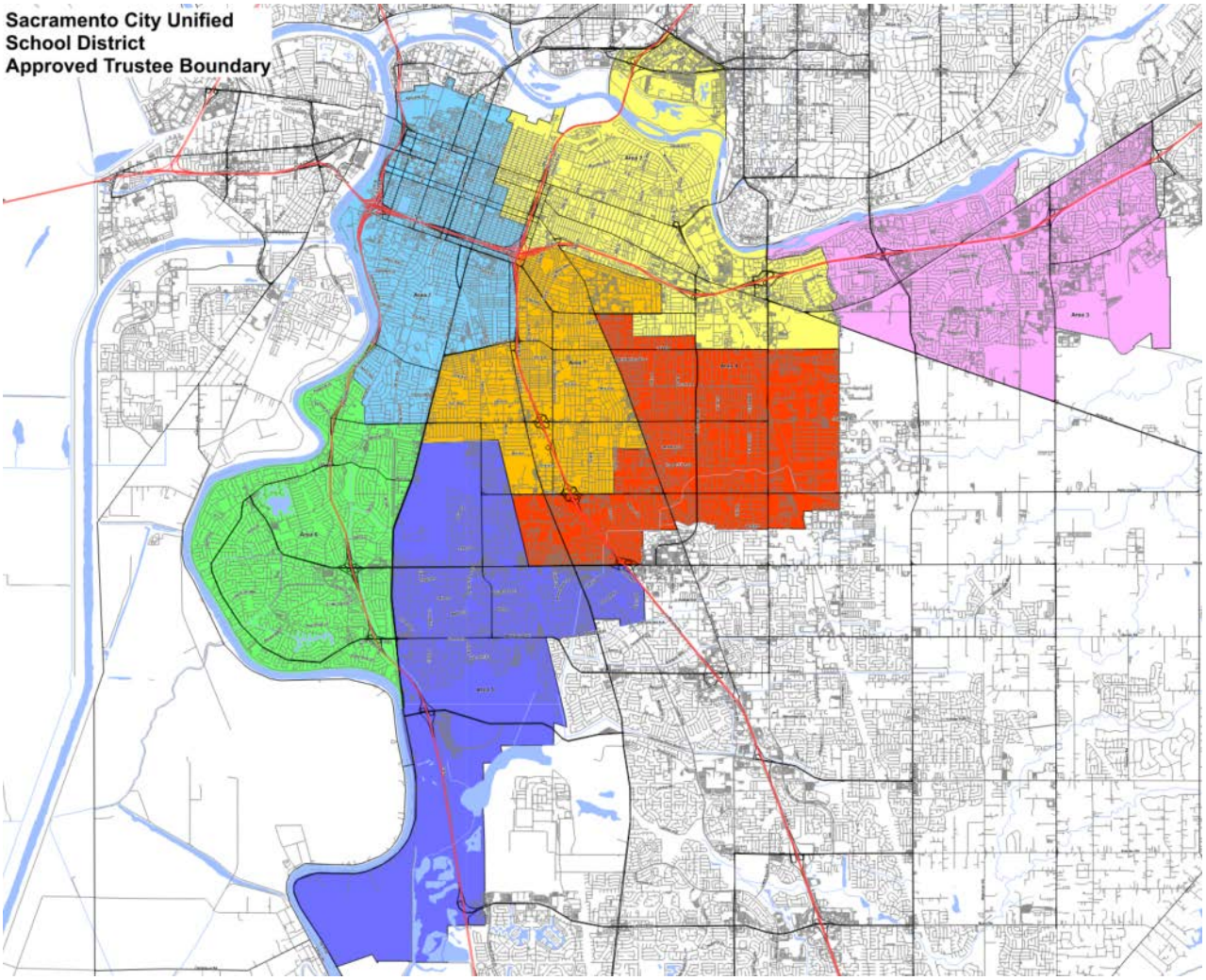
EXHIBIT F

SITE LEASE

(Document attached separately)

EXHIBIT G

SCUSD BOUNDARIES AND AREAS



Blue = Area 1
Green = Area 6
Purple = Area 5
Red = Area 4
Orange = Area 7
Yellow = Area 2
Pink = Area 3

EXHIBIT H

DVBE REQUIREMENTS

Definitions:

"Disabled Veteran Business Enterprise" (DVBE) means a business concern that is certified as a DVBE by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).

"Entity" means the Lease-Leaseback Entity that will construct the Project.

"Participation Goal" or "Goal" means a numerically expressed DVBE objective that the Entity is required to make efforts to achieve in accordance with Section 17076.11 of the Education Code.

"Good Faith Efforts" means that the Entity took all necessary and reasonable steps to achieve the DVBE Participation Goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DVBE participation, even if they were not fully successful. Good Faith Efforts are further delineated below.

DVBE Certification:

In accordance with Education Code section 17076.11, this District has a Participation Goal for DVBEs of three percent (3%) per year. For any work performed by a DVBE subcontractor (including materials suppliers) to be counted toward meeting the DVBE Participation Goal, such business concern must possess current and valid certification as a DVBE through the OSDS. In addition, the work must conform to the most current regulations and requirements as published by the California Department of General Services (DGS) and/or OSDS.

A DVBE cannot self-certify. An OSDS certification letter or printout from the DGS certification website (https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx) verifying current DVBE status must be provided for each DVBE participating in the contract. The OSDS certification letter or website printout must be provided with the Proposal or during establishment of the Total Base Rent. The District will not give Entity DVBE credit for any DVBE for which Entity fails to provide the required status verification.

Good Faith Efforts

The Entity shall either commit to meeting the Participation Goal or demonstrate Good Faith Efforts to do so, as described below. All DVBEs for which the Entity is claiming credit (including the Entity itself if it is a DVBE) must be listed on the Subcontractor listing form and identified as DVBEs, even if the work to be performed is less than one-half of one percent (0.5%) of the bid amount, involves supply of materials, or is to be performed by a lower-tier subcontractor.

Although Good Faith Efforts have been eliminated from Public Contract Code sections 10115 et seq., the District's obligation is separately stated under Education Code section 17076.10, so the District may find Entity to have complied with the DVBE requirements if it establishes Good Faith Efforts. In order to establish Good Faith Efforts, Entity must demonstrate at least the following directly and/or through bidders for the subcontracts:

Select portions of the work for which to solicit DVBEs in order to increase the likelihood that the DVBE goals will be achieved. This may include breaking out contract work items into smaller units.
Search at least the OSDS DVBE database to identify DVBEs to solicit to perform the portions of work identified. Print the search results to include with the Good Faith Efforts documentation.
Advertise for DVBE participation in focus or trade publications reasonably expected to reach DVBEs in the region as early in the process as is practicable. Depending on the project and results, multiple advertisements may be appropriate. Generally, the first publication should occur no later than one week before bids are due, whichever is earlier. Submit a copy of the advertisement(s) with the Good Faith Efforts documentation.
Solicit interest from identified DVBEs (from the OSDS database or otherwise) as early in the bidding process as practicable to allow the DVBEs to respond to the solicitation and submit a timely bid. Solicitations may be by phone,

fax, email, letter, or other reasonable means, but must be documented. Submit documentation of all outreach efforts with the Good Faith Efforts documentation. Include copies of all DVBE responses.
Follow up initial solicitations. Document all such efforts and DVBE responses as part of the Good Faith Efforts documentation.
Work with interested DVBEs, including providing adequate information about the project and portions of work available and negotiating in good faith with interested DVBEs to assist them with being able to bid. Document all such efforts with the Good Faith Efforts documentation.

Substitutions

Entity and its subcontractors must use the DVBE subcontractor(s) and/or supplier(s) proposed unless Entity requests and receives authorization to substitute from the District. A DVBE subcontractor or supplier shall be replaced by another DVBE if possible. At a minimum, any request for substitution must include:

The reason for the substitution, which shall be limited to the circumstances permitted under Public Contract Code section 4107(a).
The identity of the listed DVBE and the name, address, contractor number, and DIR registration number of the proposed replacement.
If a DVBE cannot be identified as a replacement, documentation of efforts to find available DVBEs.

The DVBE shall be given the rights afforded by Public Contract Code section 4107 prior to the District acting on a requested substitution.

FAILURE TO ADHERE TO AT LEAST THE DVBE PARTICIPATION PROPOSED WHEN ADOPTING THE TOTAL BASE RENT MAY BE CAUSE FOR CONTRACT TERMINATION AND RECOVERY OF DAMAGES FOR DEFAULT.

END OF DOCUMENT

EXHIBIT I

Lease/Leaseback CONSTRUCTION STANDARD FORMS MANUAL

(Document attached separately)

EXHIBIT J

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing
[Title] [Name of Firm]
bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]
at _____, _____.
[City] [State]

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

EXHIBIT K

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Sections 2202-2208)

Prior to bidding on or submitting a proposal for a contract for goods or services of $1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

☐ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

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

END OF DOCUMENT

EXHIBIT L

CERTIFICATION REGARDING RUSSIAN SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” hereunder refers to sanctions imposed by the United States government in response to Russia’s actions in Ukraine, as those sanctions may be updated from time to time, as well as any sanctions imposed under state law. By its signature below, the contractor represents that it is not a target of Economic Sanctions.

Should the District determine that the Bidder is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal for lack of responsibility any time prior to contract execution, or, if etermined after contract execution, shall be grounds for termination for default by the District. Should the District determine that any of the Bidder’s subcontractors listed in accordance with Public Contract Code section 4104 is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, then, at the District’s discretion, that shall be grounds for rejection of the Contractor’s bid/proposal (if prior to award) or for required substitution of the sanctioned subcontractor, subject to the requirements of Public Contract Code section 4107, with the Contractor to bear all costs of replacing the non-responsible subcontractor.

I, the official named below, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on _____ at _____, California.

[Date] [City]

BIDDER:_____

BY: _____
Signature

_____
Type/Print Name

_____
Title

EXHIBIT M

SCUSD PROJECT LABOR AGREEMENT

(Document attached separately)

EXHIBIT N

PRELIMINARY SCHEDULE

Activity	Anticipated Dates
DSA Plan Submission	Tuesday, October 1, 2024
1st LLB RFP Public Notice Advertisement date:	Thursday, October 10, 2024
2nd LLB RFP Public Notice Advertisement date:	Thursday, October 17, 2024
Mandatory Pre-Proposal Conference (Site Walk) for Interested LLB Developers	Friday, October 18, 2024
Pre-Q Submission by LLB Developers Deadline	Tuesday, October 22, 2024
Pre-Q Approval of LLB Developers Deadline	Tuesday, October 29, 2024
LLB RFP Questions Due	Friday, October 25, 2024
Final Addendum Issued (If Necessary)	Friday, November 1, 2024
LLB Developer Proposal Packages Due	**Tuesday, November 5, 2024**
Interview of Shortlisted LLB Developers	Wednesday, November 20, 2024
Notify Anticipated District's LLB Developer	Friday, November 22, 2024
Send NOITA with Facilities Lease and Site Lease	Friday, December 6, 2024
Board Meeting Award of Contract:	**Thursday, December 19, 2024**
Notice To Proceed for Pre-Con Services	Friday, December 20, 2024
Anticipated DSA Back-Check Date	Wednesday, January 1, 2025
Anticipated DSA Approval Date	Tuesday, April 1, 2025
Anticipated LLB Developer Bid Phase	April 2025 - May 2025
LLB Entity Total Base Rent (TBR) Final Approval Date	Thursday, June 5, 2025
Anticipated Construction TBR Board Date	Thursday, June 26, 2025
Construction Start Date	**Monday, September 2, 2025**
Construction Completion Date (Including Punch)	**Friday, July 30, 2027**
Construction Contractural Completion	**Friday, August 27, 2027**
School Start Date	Thursday, September 2, 2027
Project Close-Out (including DSA)	Friday, October 29, 2027

EXHIBIT O

SUBCONTRACTOR LISITNG FORM

PROJECT: Pacific Elementary School New Construction

LLB Entity acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the LLB Entity in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of LLB Entity's total Base Fee and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

LLB Entity acknowledges and agrees that, if LLB Entity fails to list as to any portion of Work, or if LLB Entity lists more than one subcontractor to perform the same portion of Work, LLB Entity must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate fee(s) is/are called for and LLB Entity intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Fee, LLB Entity must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of LLB Entity's total Base Fee plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #:_____ Location: _____

DIR Registration #: _____ Portion of Work:

Subcontractor Name: _____

CA Cont. Lic. #:_____ Location: _____

DIR Registration #: _____ Portion of Work:

Subcontractor Name: _____

CA Cont. Lic. #:_____ Location: _____

DIR Registration #: _____ Portion of Work:

Subcontractor Name: _____

CA Cont. Lic. #:_____ Location: _____

DIR Registration #: _____ Portion of Work:

Subcontractor Name: _____

CA Cont. Lic. #:_____ Location: _____

DIR Registration #: _____ Portion of Work:

Signature block on next page

Date: _____

Proper Name of LLB Entity: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT