



REQUEST FOR PROPOSALS

For Use of the Former Sacramento City Tree Nursery

Located at 1920 34th Avenue

(Bid#: P202015113006)

Release Date:
August 30, 2019

Proposals Due:
September 20, 2:00 PM

Submit electronically, in PDF format, via the City of Sacramento's online bid center at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

Pre-Proposal Meeting

Wednesday, September 4, 4:00 PM**

Former City Tree Nursery
1920 34th Avenue, Sacramento, CA 95822

****CLOSED-TOE SHOES ARE REQUIRED FOR SITE ENTRY****

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REQUEST FOR PROPOSALS

1. INTRODUCTION

This Request for Proposals (RFP) solicits proposals to lease and manage all or a portion of the largely-vacant City of Sacramento (“City”) Tree Nursery site (the “Site”) as a multi-use hub for agricultural, workforce development, and related purposes. The City requests proposals for a lease (“Lease”) that meets the City’s goals for Site activation. The Site is located at 1920 34th Avenue, as shown and described in **Attachment A**. The suggested tenant mix for the Site would include agricultural or horticultural uses, agricultural training and/or apprenticeship opportunities, and provide the surrounding community with access to produce and Site activities. A primary goal for this project is successful activation of the Site with strong community engagement. Additionally, the City is looking to support a project that directly aligns with its commitment to advance inclusive economic growth, particularly as it relates to workforce development, small business, entrepreneurship, and innovation. For additional background information related to this effort visit: <http://www.cityofsacramento.org/Economic-Development> under Latest News.

As preparation for this RFP, the City first released a Request for Information (RFI) on May 29, 2019 (PN: 15001021), with a deadline for responses of July 15, 2019. The City received 8 responses. The proposed uses of the Site, schedule, and estimated budget in this RFP are based on information from RFI responses. Response to this RFP is open to interested, qualified parties, whether or not they responded to the May 2019 RFI.

The City seeks responses from parties able to manage the Site and facilitate access to sub-tenants and other parties. Respondents should have experience developing Sites for agricultural and horticultural production; managing and operating an agricultural or horticultural Site; offering or teaching related community education and workforce development classes; and coordinating Site volunteers, tenants, or sub-tenants to maximize productive use of a Site. The City may elect to enter into one or more leases, depending on proposals received, but the preferred structure would be to have one master tenant that enters into sub-leases with all sub-tenants and manages overall operation of the Site.

Parties interested in accessing only a small portion of the Site or conducting a more limited activity should partner with respondents interested in Site management. Alternately, parties with a more limited scope should monitor future opportunities for Site access after a lease with a Site manager has been executed. The City anticipates future opportunities for interested parties to collaborate for Site operations or seek Site access.

In order to support successful Site activation and ongoing management, the City anticipates offering a no-cost lease to the successful respondent. The City also anticipates seeking funding to contribute to the effort. Respondents are expected to submit project budgets with their proposals that demonstrate financial capacity, match share, and identify a plan for sustainable funding of Site operations and maintenance. The exact amount of funding the City may seek would vary based on RFP responses, but it is anticipated that up to \$200,000 may be available for initial Site investment. This upfront capital investment would help prepare buildings and infrastructure for tenant operations. In addition, the City may consider seeking additional funding to support an on-Site staff

manager. The lessee(s) would be responsible for ongoing maintenance costs and operational expenses.

Qualified respondents are invited to submit proposals for leasing the Site. Written questions should be submitted via the PlanetBids website where the RFP has been posted under the “Q&A” tab. Questions will be answered as they are received. The deadline to submit questions is September 6, 2019 at 3:00 PM. Questions submitted after that time will not be addressed.

Qualified entities are invited to submit proposals to lease the Site. Entities responding to this RFP shall submit:

- One (1) electronic PDF copy of the Proposal (uploaded to PlanetBids).

The deadline to submit the Proposal is Friday, September 20, 2019 at 2:00 PM.

- **Proposal must be posted electronically, in PDF format, to PlanetBids by 2:00 PM on September 20, 2019:** <https://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

In the event it becomes necessary to revise any part of this RFP or provide additional information, a written electronic addendum will be issued. Any amendment to this RFP is valid only if in writing and issued by the City of Sacramento, Department of Public Works. Verbal conversations or agreements with any officer, agent, or employee of the City that modify any terms or obligations of this RFP are invalid.

All addenda for this RFP will be distributed via the PlanetBids website:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

It is solely the respondent’s responsibility to monitor this website for possible addenda to this RFP. Failure of the respondent to retrieve addenda from the Site shall not relieve the respondent of the requirements contained therein. Additionally, failure of the respondent to return a signed addendum, when required, may be cause for rejection of the respondent’s proposal.

This RFP includes several attachments. Please refer to the following:

- **Attachment A:** Property Information
- **Attachment B:** Evaluation Criteria Worksheet
- **Attachment C:** Local Business Enterprise (LBE) Participation Requirements
- **Attachment D:** Budget Template
- **Attachment E:** Lease Agreement

In addition, related background documents are available on Planet Bids along with this RFP. Please refer to these background documents and forms:

- Phase II Site Characterization Report (February 13, 2017)
- Soil Excavation Report (October 5, 2017)

2. TENTATIVE SELECTION SCHEDULE

Release RFP:	August 30, 2019
Pre-Proposal Meeting:	September 4, 2019 at 4:00 PM (Former City Tree Nursery, 1920 34 th Avenue, Sacramento CA 95822)
Last Day to Submit Questions:	September 6, 2019 at 3:00 PM
Proposal Due Date:	September 20, 2019 at 2:00 PM
Interviews:	Week of September 30, 2019 (tentative)
City Council Approval of Lease:	November 2019 (tentative)

3. BACKGROUND

Site Context

The Site is located at 1920 34th Avenue in Sacramento, California, in the Mangan Park neighborhood west of and adjacent to Mangan Park. The Site was previously used by City staff for the City's landscaping operations. The City's tree nursery was closed in 2008 and the Site has been mostly vacant since (with some limited storing of City materials). Refer to Attachments 1 and 2 for additional background, a Site map, and photos. The Site borders the north boundary of the Sacramento Executive Airport. Constructed in the 1960s, the Site is 5.18 acres and includes a greenhouse, shade structure, cold frames, holding beds, and bulk storage capacity. There is also an administrative building on the Site, which contains an assembly area, small offices, and locker facilities. Details on the structures are as follows:

- A one-story, approximately 2,400 square-foot shade enclosure constructed in 1965 with aluminum lath sides and top.
- A one-story, approximately 2,800 square-foot greenhouse structure likely constructed around 1965, with growing benches. The floor of the greenhouse consists of exposed soil.
- A one-story, approximately 1,600 square-foot operations building constructed on a concrete-slab-on-grade foundation with wood and concrete-block walls and a pitched roof, constructed in 1965
- An enclosed storage area of approximately 800 sq. ft.
- A seven-bay, approximately 720-square-foot storage building with concrete and block wooden walls and a pitched roof constructed around 1965.

- Bulk bins for compost or other materials: seven at approximately 100 sq. ft. each with minimum capacity of 15 cubic yards.
- Much of the Site has overhead irrigation, with additional growing and staging areas. The Site has a long history of producing and storing plant stock to be used in landscape projects for the City, and it has many Site improvements to support urban plant propagation and related activities.

Leading up to Site closure in 2008, the Site was increasingly underutilized due to downsizing of municipal operations, staff consolidation, and changes in the method by which the City procures plants and trees for municipal use. The City previously grew many of its annual and perennial plants and tree stock at the Site, but most of the City's planting stock is now purchased from commercial growers and only stored at the Site for a few months each year. Thus, the Site is currently only used for temporary storage of plants and trees, and for stockpiling of the City's bulk materials such as soil, mulch, or woodchips. The City is willing to lease all or a portion of the Site depending on the use proposed; however, the City prefers securing a single master tenant to manage the Site and any sub-leases. The City can vacate the Site of any City uses. Accordingly, there is an opportunity to reactivate the Site as a community asset.

The Site is located within the Mangan Park neighborhood. The City encourages responses from parties that would activate the Site with strong community engagement and offer Site access or amenities to the Mangan Park neighborhood. During the past several years, the City has discussed agricultural Site opportunities with Mangan Park residents. Numerous residents have expressed a desire for involvement, even offering to volunteer for Site activation and maintenance.

Site Considerations

- The City encourages responses to include a phased approach. Undeveloped portions of the property will be available most readily, whereas existing structures require significant improvements prior to allowing third-party use.
- The Site is zoned Single-Unit Dwelling Zone ("R-1"), within the Approach-Departure Zone 1 ("EA2") of the Executive Airport Overlay Zone ("Overlay"). The Site may require a use permit or other entitlements for certain uses associated with agricultural operations.
- Due to limitations established in the EA-2 Overlay, no more than 50 individuals are permitted on the Site at any given time. Given the proximity of the Site to the Executive Airport, the purpose of this 50-person restriction is to protect the health, safety, and welfare of individuals at the Site.
- Due to Site location within a residential neighborhood, the Site is not well suited for intense commercial use due to concerns over traffic impacts, noise, and dust.
- The use of heavy equipment on the Site for agricultural operations, including but not limited to tractors, must be limited to initial preparation of the land for agriculture use pursuant to the standards of the Sacramento City Code.

- The City may impose additional limitations on certain types of agriculture or uses for neighborhood compatibility and to avoid potential impacts, for uses such as:
 - Beehives
 - Aquaculture
 - Energy generation
- The Site is located adjacent to the Mangan Park gun range, which previously contained lead contamination and was remediated in 2017.
- Due to concern regarding lead contamination at the adjacent Mangan Park gun range, the City conducted soil testing at the Site in 2017. After soil testing, the City remediated affected portions of the Site to residential screening levels established by the US Environmental Protection Agency. However, proposed uses of the Site will need to be evaluated in light of previous contamination at the Site (e.g., whether raised beds should be used as a precaution).
- Improvements may be required at the Site to support certain uses, for which the City does not have committed funding at this time. As such, leasing the Site will be dependent on securing funding for any necessary improvements.
- The City is exploring options for reuse of Mangan Park, which may be designed to complement activation of the Site. Respondents may include suggestions for future activities at Mangan Park as relevant to their proposal.
- The Site has separate meters for utilities, including water. The selected lessee would be responsible for all utility expenses.

4. EXPECTED USE OF THE SITE

Listed below are key components the City desires respondents to incorporate in proposals for use of the Site. It is not intended that the components below comprise a comprehensive list or are the only City requirements. Each respondent should, based on its expertise, develop a comprehensive and detailed plan necessary to successfully activate and operate the Site. Responses should include detail on phasing, to ensure rapid Site activation for community use prior to completion of all Site improvements.

1. **Project management** – provision of a manager for the Site responsible for managing operations, ensuring maintenance and upkeep, establishing curriculums and programs, and coordinating access for the Site’s volunteers, any sublessees, and/or classes.
2. **Soil and Site testing** – additional testing to be completed to the respondent’s satisfaction, to inform plans and Site improvements. (The City’s soil evaluation reports for the Site are included as attachments to this RFP.)
3. **Prepare Site for row crops, raised beds, or similar agricultural uses for the undeveloped portions of the Site** – these tasks shall be prioritized, as the quickest and most feasible to complete for Site activation while project funding is confirmed. Includes soil amendments, tilling, and other preparatory steps.

4. **Active outdoor production** – growing of plants, fruits, and/or vegetables using sustainable practices, including installation of any necessary outdoor washing stations and packaging space for crops. Plantings should include innovative elements to demonstrate climate adaptive landscaped areas.
5. **Community Produce Stand** – operate a produce stand open to the public for the purchase of goods grown on the Site.
6. **Subleases, and/or training plots or garden plots** – provide access to urban farmers or horticulturalists seeking experience or land for agricultural enterprises.
7. **Volunteer engagement and education** – opportunities for volunteer access to the Site for participation in maintenance and growing operations, appreciation events, healthy eating classes, classroom tours, and/or community meetings. Engagement should foster community growth.
8. **Workforce development** – classes and training including opportunities for youth, and/or small business incubation, and urban entrepreneur startups.
9. **Local enterprise support** – utilization of local enterprises, suppliers, and resources, supporting local business growth, entrepreneurship, and startups.
10. **Youth and school engagement** – working with young people, including trainings or classes, and potentially collaborating with local schools.
11. **Activation of building and greenhouse** – following attainment of funding for improvements, activate structures, indoor growing space, and office, training, or classroom space.

For these activities, the City seeks leadership and implementation by the respondents. The City role is anticipated to be limited to upfront support for attainment of funding, and completing necessary improvements to the buildings and structures (dependent on funding). The City may elect to assist in convening community meetings, at its discretion, but would do so in partnership with the successful respondent. The City may also elect to assist in facilitating partnerships with regional business and workforce development resource providers to encourage coordination and utilization of existing local networks and assets. Any additional requests for City support should be clearly identified in the proposal. Note that the lessee would be responsible for Site operations, such as payment of water bills and utility expenses.

The City anticipates a no-rent lease agreement, at its discretion. This RFP assumes an initial five-year lease term.

5. ANTICIPATED SCHEDULE

The anticipated schedule is as follows. Phasing of project tasks will be key for successful delivery. Timing is dependent on attainment of funding and subject to change.

- Fall 2019: Initiate Site preparation and volunteer engagement, seek funding and conduct fundraising
- Winter 2020: Execution of any subleases, preparation of plant starts, soil

amendments/preparation

- Spring 2020: Improve/install drip irrigation, plant for first growing season, installation of any necessary supportive washstands or other supportive improvements, initiate improvements to existing buildings
- Summer 2020: Ongoing operations and continue improvements to existing buildings
- Fall – Winter 2020: Complete building and greenhouse improvements, use of buildings commences

Respondents must provide additional detail on schedule as it relates to the respondent's plan for the Site (refer to recommended detail for responses, provided below).

6. BUDGET

Respondents must complete the budget template in **Attachment D**, for a five-year project timeframe with anticipated revenues. Respondent must identify leveraged funding, including match funding and additional funds for which respondent's organization would fundraise, finance, or invest. Respondents must also include ongoing operational expenses and revenue. The City anticipates seeking up to \$200,000 to support initial Site investment, dependent on proposal responses, but more funds may be needed. The City will determine a funding approach based on successful responses.

7. COMMUNITY ENGAGEMENT

Community engagement in the Site is critical for a successful project. Any successful response must incorporate community outreach and engagement tasks. Community input should inform Site plans. Local residents should be able to use the Site for gardening or growing activities, meetings, and the purchase of goods grown on Site.

8. PROPOSAL SUBMITTAL REQUIREMENTS

Submittal requirements were developed to standardize the preparation of proposals by respondents to help assure consistency in format and content of proposals that are prepared by respondents and submitted to the City. This process will reduce the time required for the respondent to prepare a proposal and will simplify the review process by City staff.

The proposal must contain the following information:

- 1) Introductory Letter
- 2) Qualifications and Experience of Project Manager and Team
- 3) Project Approach
- 4) Specific Plan for the Site
- 5) Project Schedule
- 6) Supportive Information
- 7) References
- 8) Conflict of Interest Statement
- 9) Litigation
- 10) Insurance Coverage
- 11) LBE Requirements
- 12) Budget

REQUIRED DETAIL

All references to the maximum number of pages are to a single side, not including tabs or section dividers. A twenty (20) page maximum is required for items 1 through 7 above. The minimum font size for the body text shall be 12 point. The required page limit does not apply to items 8 through 12 above, and an appendix may be included for supplemental information but not necessarily considered in the ranking of proposals.

1. Introductory Letter:

This letter should be addressed to:

City of Sacramento
Department of Public Works
ATTN: Jennifer Venema
915 I Street, Room 2000
Sacramento, CA 95814

Indicate the name of the firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired. If the respondent is submitting a proposal as an individual, the same level of detail should be included. This letter should reflect the respondent's proposed plan for the Site and summarize critical issues, challenges, milestone tasks, and appropriate resourcing. This should be based on existing information available in the RFP, from a Site visit, available documents, and from relevant

prior experience. This letter should also contain an expression of the respondent's interest in the Site, a brief summary statement regarding the qualifications of the respondent to operate the Site, and a brief summary of any information about the project team or the respondent that may be useful or informative to the City.

NOTE: Along with the introductory letter, the respondent should indicate his/her acceptability of the terms and conditions of the lease contained in Attachment E "Lease Agreement." Any proposed deviations and modifications to the lease agreement should be noted, with reasons given, in the introductory letter for review by the City. **The City does not negotiate its standard terms and conditions, including without limitation indemnity, release of liability, and insurance.**

2. Qualifications and Experience of Project Manager and Team:
An organization chart for the proposed team must be included.

Describe how the respondent team will be organized. Discuss the qualifications and experience of the project team and project manager on similar projects. Specific experience with City or urban agricultural experience should also be included.

NOTE: The City must approve any change in key personnel after the lease is executed. Loss of key personnel without a replacement that has been approved by the City may result in the City terminating the lease.

3. Approach to Site:
Describe the overall plan for the Site, including goals, objectives, and distinguishing features of the proposal. This should include a description of the proposed organizational structure for the effort. Summarize the approach to overall Site management, in addition to partnerships and community involvement. Include a summary of how the proposal addresses City goals of community engagement, youth, and workforce development. Clearly identify expectations and requests of the City. For proposals that require additional funding not yet identified or secured, include a concise summary of outstanding funding needs.
4. Specific Plan for Site:
Clearly describe how the respondent will complete initial improvements and ongoing use of the Site and any milestones. Include a site plan for proposed improvements and activities. Identify key personnel that will be made available for the proposed Site usage and define their level of project involvement and time commitment. It should describe and define in a specific, concise, and straightforward manner the proposed approach to achieving the objectives and accomplishing the requirements described in this RFP. The proposal should also describe the respondent's internal control for ensuring communication with City staff is adequate and timely. Description of how the Site will be activated shall be presented in a logical, innovative, and rational plan. Describe the responsibilities of key team members and explain how they will interact with respect to delivery of critical tasks. THE PLAN SHOULD DESCRIBE EACH PHASE OR TASK OF SITE ACTIVATION TO BE UNDERTAKEN INCLUDING THE ROLES AND RESPONSIBILITIES OF TEAM MEMBERS.

5. **Project Schedule:**
Present a concise schedule for activation of the Site. Identify anticipated dates for all key milestones. Clearly identify which tasks or components of the schedule are dependent on funding.
6. **Supportive Information:**
Supportive information may include resumes, graphs, charts, photos, resumes, references, etc., and is to the respondent's complete discretion.
7. **References:**
The respondent should identify a minimum of three (3) references for previous activities undertaken in the last five years which are similar in scope and complexity to the proposed activation of the site. Each may be contacted by City staff. References with incorrect contact information will not count toward the required minimum.
8. **Conflict of Interest Statement:**
The respondent shall disclose any financial, business or other relationship with the City that may have an impact upon its lease of City property. The prospective respondent shall also list current clients who may have a financial interest in lease of City property.

Individuals designated as "consultants" under the California Political Reform Act, Government Code §§ 81000 et seq., are required to comply with the City's Conflict of Interest Code. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The City's Conflict of Interest Code requires individuals who qualify as "consultants" to file the following statements of economic interests with the City:

- An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the respondent;
- Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- A "leaving office" statement of economic interests to be filed within 30 days of completion of the agreements.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The City's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

9. **Litigation:**
List any lawsuit or litigation and its outcome resulting from any public agency project undertaken by your firm within the last five (5) years or any project where a claim or settlement was paid by your firm or its insurers within the last five (5) years.

10. Insurance Coverage:
The prospective respondent must be able to satisfy the insurance requirements specified in the attached lease agreement.

For additional information regarding insurance requirements, see the “General Information” section of this RFP below.
11. Local Business Enterprise (LBE):
Firms should submit all applicable forms shown in Attachment C.
12. Budget:
The respondent shall submit its estimated budget using the provided template. Costs should be identified for all applicable budget categories. The City may elect to reject any proposals that fail to use the provided template or identify all relevant budget categories. Budget proposals will be used to evaluate project feasibility and outstanding funding needs.

9. GENERAL INFORMATION

1. Selection Process

The selection process is described below.

- A. After the RFP due date, each proposal will be examined to determine compliance with the format requirements specified in the RFP. Any proposal that does not meet the format requirements will be eliminated from competition and returned to the respondent. The City may reject any proposal if it is conditional, incomplete, or contains irregularities.
- B. A Selection Panel (SP) will review each proposal that meets the format requirements. SP members will individually evaluate and score each in accordance with the scoring system shown in **Attachment B**.
- C. Following independent evaluation of the proposal, the top candidates may be requested to participate in an interview, which will be scored in accordance with part 2 of the evaluation criteria, contained in Attachment B. However, **the City reserves the right to determine the qualifications of the firm on the basis of the written proposal only.**
- D. All competitors will be notified of the results via email.

2. Late Submittal

A proposal is late if received at any time after the required submittal date and time. A proposal received after the specified time will not be considered and will be returned to the respondent.

3. Modification or Withdrawal of Submittal

Any proposal received prior to the date and time specified above for receipt of proposal may be withdrawn or modified by written request of the respondent. To be considered, however, the modified proposal must be received by the required time and date specified.

4. Written Questions

Written questions should be submitted via the PlanetBids website where the RFP has been posted under the "Q&A" tab. Questions will be answered as they are received.

The deadline to submit questions is September 6, 2019 at 3:00 pm. Questions submitted after that time will not be addressed.

5. Signature

The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the prospective respondent contractually.

The signed cover letter constitutes certification by the prospective firm, under penalty of perjury, that the prospective respondent complies with non-discrimination requirements of the State and the Federal Government.

An unsigned proposal or one signed by an individual not authorized to bind the prospective firm will be rejected.

6. Insurance

Respondents must comply with the insurance requirements in the lease template, *which may be amended by the City's Risk Manager depending on the proposed use of the Site.*

Prior to commencement of the lease, a certificate of insurance shall be furnished stating the following:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the City.
2. That the City will not be responsible for any premiums or assessments on the policy.

The responder agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this lease. In the event said insurance coverage expires at any time or times during the term of this lease, the responder agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the lease, or for a period of not less than one (1) year. New certificates of insurance are subject to approval by the City. In the event the firm fails to keep in effect at all times insurance coverage as herein provided, the City may in addition to any other remedies it may have, terminate this lease upon occurrence of such event.

7. Property Rights

A proposal received within the prescribed deadline becomes the property of the City and all rights to the contents therein become those of the City.

8. Confidentiality

Prior to award of the lease, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the lease, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposal confidential will be regarded as non-effective and will be disregarded.

9. Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date. The City also reserves the right to extend the due date, or to cancel this RFP at any time.

10. Non-Commitment of City

This RFP does not commit the City to award a lease or to pay any costs incurred in the preparation of a proposal for this request. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified

firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

11. Award of Lease

It is anticipated that the lease awarded under this RFP will be with no rent amount, with potential for future City funding.

Any lease awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, age sex, or national origin.

The prospective respondent will be required to adhere to the provisions of a fully executed lease agreement. **Attachment E** is a sample of the lease agreement. **Please include a statement in your cover letter that you agree to the terms and conditions set forth in the attached lease agreement. Cover letters shall identify any requests for modifications to the City's proposed terms and conditions.**

12. Execution of Lease

The prospective firm is advised that should this RFP result in recommendation for award of a lease, the lease will not be in force until it is approved and fully executed by the City.

13. Public Domain

All products used or developed in the execution of any lease resulting from this RFP will remain in the public domain at the completion of the lease.

14. Coordination

Coordination of respondent activities will be accomplished through a responding entity's Project Manager. The Project Manager for the respondent shall not be removed from the project during the course of work without City approval.

The responding entity shall carry out instructions as received from the City Project Manager and shall cooperate with the City and any other partners working on the project.

It is not the intent of the foregoing paragraph to relieve the respondent of its professional responsibility during the performance of this lease. In those instances where the respondent believes a better plan, methodology or solution to the problem is possible, it shall promptly notify the City Project Manager of these concerns, together with the reasons therefore.

15. Materials Provided by the City

All existing City codes, standards and other city documents related to the project will be available at the firm's request.

16. Rejection of Proposals:

The City of Sacramento reserves the right to reject any and all proposals received in response to this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City may at its discretion

determine not to award a lease solely on the basis of this request for proposals and will not pay for the information solicited or obtained.

17. Business Operations Tax Certificate

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. The successful respondent, and any partners, will be required to show compliance with this requirement prior to award of the lease.

Information about the Business Operations Tax Certificate may be obtained the City of Sacramento, Revenue Division, 915 I Street, New City Hall First Floor, Sacramento, CA 95814, or by telephone at (916) 808-8500.

18. Other Information

Proposals may be withdrawn or modified before the due date of submission for proposals by delivering a written and signed request by the due date. A request for modification of the proposal after the due date will not be considered, including a representation that the respondent was not fully informed regarding any information pertinent to the proposal or the offer. The City shall not be responsible for or bound by any oral instructions, interpretations or information provided by the City or its employees other than the RFP contact.

Any agreement shall not be binding unless it is executed by authorized representatives of the City and the selected respondent. Proposing firms are solely responsible for any expenses incurred in preparing their proposals in response to this RFP.

Proposals should be prepared simply and economically, providing straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. The emphasis should be on completeness and clarity of content. To expedite proposal evaluations, it is essential that specifications and instructions contained in the proposal instructions are followed as outlined.

Responses to this RFP become the exclusive property of the City. At such time as City staff recommends a respondent to the City Council, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records and will be disclosed upon receipt of a request for public disclosure pursuant to the California Public Records Act; provided, however, that if any information or elements of the proposal is set apart and clearly marked as "Trade Secret" or "Proprietary" when it is provided to the City, the City will give notice to the respondent of the request for disclosure to allow the respondent to seek judicial protection from disclosure.

Failure by the respondent to take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by the respondent of any rights regarding the information designated as "Trade Secret" or "Proprietary" and such information may be disclosed by the City pursuant to applicable procedures under the California Public

Records Act. Under no circumstances will City have any obligations to seek judicial protection from disclosure for any proposals or other materials submitted in response to this RFP.

City has no liability for any disclosure, unless such disclosure is made in violation of a court order obtained by a respondent or pertains to materials marked as "Trade Secret" or "Proprietary" for which the City failed to give the above notice.

Any/all respondents responding to this RFP do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting responses, for providing additional information when requested by the City or for participating in any selection demonstrations or interviews, including pre-lease negotiations and lease negotiations.

The City reserves the right to decide that one respondent is more responsive than the others and to select that proposal based on review of the proposal only.

The City reserves the right to reject individual members of responder teams, firms, and subcontractors and request substitution without indicating any reason.

A proposal is late if received at any time after the required submittal date and time. A proposal received after the specified time will not be considered and will be returned to the respondent.

Unauthorized conditions, limitations, or provisions attached to a proposal may be cause for its rejection. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the respondent without prejudice to the respondent prior to, but not after the time fixed for opening of proposals, provided that the request for withdrawal is in writing, has been executed by the respondent or the proposal's duly authorized representative, and has been filed with the City.

ATTACHMENTS

ATTACHMENT A -PROPERTY INFORMATION

Property Description

Assessor Parcel Number: 035-0010-042,

Situs Address: 1920 34th Avenue, Sacramento, CA 95822

Owner: City of Sacramento

Zoning: Single-Unit Dwelling Zone ("R-1"), Approach-Departure Zone 1 ("EA-2") of the Executive Airport Overlay Zone

Site Map: City Tree Nursery, 1920 34th Avenue



Site Photos

Greenhouse structure and operations building . Orange safety cones mark irrigation equipment.



Greenhouse entrance



Greenhouse interior



Shade structure



Fields at the Site, at various times of the year. Stakes and safety cones mark irrigation equipment.





ATTACHMENT B - EVALUATION CRITERIA WORKSHEET

WRITTEN PROPOSAL	MAXIMUM POINTS	REVIEWER SCORE
Project Team – Team organization, qualifications and experience of the organization, project manager, team, and partners on similar projects.	20	
Project Components:	30 (total for category)	
Agricultural or horticultural activities	5	
Educational opportunities	5	
Farm stand for neighborhood	5	
Opportunities for volunteers & community engagement	5	
Third-party use of the sight for sub-leases or classes	5	
Workforce development and/or small business incubation	5	
Schedule – Adequacy and reasonableness of schedule and deadlines. Phasing of project components to allow for early Site activation as funding is secured	5	
Budget – Budget identifies anticipated funding needs and match share, with adequate detail to determine responsiveness to this RFP	5	
BONUS: Innovative Project Components and Addressing Underserved Needs – Includes unique project aspects to provide service and engagement to existing communities where those services are currently absent	(up to 5 potential bonus)	
SUBTOTAL FOR SHORTLISTING	60 (65 with bonus points)	
References – See worksheet	10	
SUBTOTAL TO INTERVIEWS	70 (75 with bonus points)	
INTERVIEW (if requested by City)		
Presentation by PM - Project understanding, critical issues, innovation, and solutions.	10	
Presentation by team – Experience, roles and responsibilities, communication and coordination between team members, agencies, and City.	10	
Q&A – Response to panel's questions.	10	
SUBTOTAL WITH INTERVIEWS	30	
Local Business Enterprise 5% Preference (if applicable)	5	
TOTAL	100 (110 with bonus points)	
RANKING OF FIRM (assigned after completion of scoring)		
Name of Evaluator:	Date Evaluated:	

ATTACHMENT C - LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a **minimum 5% participation level for LBEs on certain contracts of \$100,000 or more as illustrated below.**

When Does the LBE Program Apply?

	Contracts Under \$100,000			Contracts \$100,000 or More			
	Supplies / Non- Professiona l	Professiona l	Public Project s	Supplie s	Non- Professiona l	Professiona l	Public Project s
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement ? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either:
 - a. a principal business office or workspace; or
 - b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:
1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
 2. The listed LBE becomes bankrupt or insolvent.
 3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
 4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
 5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified

mail (return receipt requested), by facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile shall be deemed received on the date that it is transmitted, and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. DEFINITIONS

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

ATTACHMENT D - BUDGET TEMPLATE

Please refer to Planet Bids for the separate **Attachment D**, Budget Template.

ATTACHMENT E – LEASE AGREEMENT

Please refer to Planet Bids for the separate **Attachment E**, Lease Agreement.