



Caruthers Unified School District

Business Services

2200 West Tahoe Avenue

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**REQUEST FOR QUALIFICATIONS
AND SEALED FEE PROPOSALS
FOR LEASE-LEASEBACK
CONSTRUCTION PROJECT FOR
CARUTHERS EDUCATION AND
COMMUNITY ACTIVITY CENTER
(CECAC)**

Approval of Resolution Authorizing Use of Lease/Leaseback: December 18, 2024

RFQ Issued: January 6, 2025

Notice to Contractors: January 6, 2025 and January 13, 2025

Mandatory Project Meeting/Site Walk: January 16, 2025, at 2:00 p.m.

Deadline for Submittal of Project Specific Prequalification Application
(General Contractors Only): January 23, 2025, at 4:00 p.m.

Deadline for Submittal of Questions: January 30, 2025, at 4:00 p.m.

Responses to the Questions Submitted: February 6, 2025

Sealed Proposals Due: February 13, 2025, at 2:00 p.m.

Short List Interview Date: February 18, 2025--Times To Be Determined

Selection by Governing Board: February 24, 2025

**Request For Qualifications and Sealed Fee Proposals for Lease-Leaseback
Construction Project for Caruthers Education and Community Activity Center
(CECAC)**

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REQUEST FOR QUALIFICATIONS AND SEALED FEE PROPOSALS FOR LEASE-LEASEBACK CONSTRUCTION PROJECT

The Governing Board (the “Board”) of the Caruthers Unified School District (the “District” or “Owner”) is seeking qualifications and sealed fee proposals from qualified general contractors of lease-leaseback construction projects (also referred to as “Contractor” or “Contractors”) for the construction of the Caruthers Education and Community Activity Center (CECAC or “Project”) on a site owned by the District adjacent to Caruthers Elementary School. Attached is an aerial photograph, together with photographs 1 through 4 listed on the aerial photograph which is the general Project area. The District intends to award a Lease-Leaseback Agreement for the Project to the contractor determined to be the best value under the provisions of the Education Code 17406 *et seq.* Contractors will submit a proposal on one proposal form provided in said Request for Qualifications.

I. CRITICAL DATES

A. Mandatory Project Meeting/Site Walk:

A mandatory Project meeting/site walk will be held on Thursday, January 16, 2025, at 2:00 p.m. in the Library/Multi-Purpose Building at Caruthers Elementary School, 13699 Quince Avenue, Caruthers, CA. 93609. Contractors who do not attend the Project meeting/site walk will be disqualified.

B. Questions

All questions, requests for explanation or clarifications of any kind with regard to this RFQ or the Project must be made in written form and submitted via email to ghaney@caruthers.k12.ca.us by no later than Thursday, January 30, 2025 at 4:00 p.m. Contractors are prohibited from contacting any other representatives of the District, including the members of its Board. A response will not be provided to any late questions, or requests for explanation or clarifications.

All addenda and clarifications will be posted on the District’s website and provided to those contractors that have requested a copy of the RFQ no later than Thursday January 30, 2025.

C. Project Specific Prequalification Required:

This Project is subject to prequalification specific to this Project. A proposal submitted by a contractor that is not prequalified by the District under the Project Specific Application will not be accepted and will not be considered. The Project Specific applications are posted on the District’s website. The deadline for General Contractors submitting the Project Specific Application is Thursday, January 23, 2025, at 4:00 p.m. Subcontractors will **not** be required to submit Project Specific applications.

D. Sealed Proposals Due Date:

An original and five (5) copies of the sealed proposal for the Project shall be delivered to the address below and a copy e-mailed to ghaney@caruthers.k12.ca.us **no later than Thursday, February 13,**

2025, at 2:00 p.m. on the clock designated by the District or its representative as the governing clock:

Caruthers Unified School District
Attn: Debra Haney, Chief Business Official
2200 West Tahoe Avenue
Caruthers, CA 93609

Proposals not received by the deadline or in the proper format will be rejected. **Proposals will not be accepted if sent to the Caruthers Unified School District Post Office Box.**

E. Short List Interview Date

On Tuesday, February 18, 2025, the District will interview up to three (3) contractors who receive the highest scores based on the District’s best value analysis as outlined below. The District will contact all contractors as to whether they have or have not been selected for an interview at least 48 hours prior to the scheduled interviews. Contractors not selected for an interview will also be notified at least 48 hours before scheduled interviews. If the District’s best value analysis prior to any interview finds that best value points for the interview will not change the contractor with the best value score, the District reserves the right to not conduct any interviews and recommend the contractor with the best value score to the Governing Board for consideration.

F. Selection Date:

The Governing Board of the District is planning to select a Contractor for the Project at its regular Board meeting on **February 24, 2025**. The Board reserves the right to postpone or cancel this selection. The meeting is scheduled to commence at 5:30 p.m.

II. PROJECT DESCRIPTION, PLANS, AND SPECIFICATIONS

The Clovis Office of Blair, Church & Flynn (“Project Engineer” or “BCF”) will serve as the engineer on the CECAC Project. Schematic drawings for the Project are completed and approved by the District. Construction drawings are underway and are scheduled for completion and approval by the District no later than February 12, 2025. It is anticipated DSA will accept the Project as an “over the counter” review and approval with an anticipated approval and signing of the plans and specifications no later than the end of February 2025. The Project will consist of site grading, demolition, and the construction of a football field, soccer field, basketball courts, volleyball courts, pickleball courts, and related miscellaneous electrical and fencing, located on District property adjacent to Caruthers Elementary School in the Project area referenced in photographs above. A preliminary construction budget of \$2.5 million has been established.

The successful contractor will be responsible for participating in, but not limited to, Preconstruction services including meeting with District staff and Project to review construction drawings, lead the constructability review process, develop value engineering alternatives, and provide detailed construction cost estimates commencing immediately following contract award as set forth in

Section IV-D and continue until plans and specifications are advertised for bids by the LLB Contractor. For purposes of this RFQ, Preconstruction services will commence in March 2025 and end in April 2025 based on an estimated end of February 2025 approval date by the Division of State Architect (DSA). An updated construction estimate for the Project will be the responsibility of the LLB Contractor.

A. Proposed Budget

The District will require an open book policy with the successful Contractor and its construction team on the entire Project, meaning that all costs included in the Contractor's Total Sublease Payment shall be clearly set forth to the District's satisfaction, including site improvements, as spelled out in the plans and specifications. The cost shall be broken down in the Schedule of Values. The District shall be entitled to have access to required subcontractor bid documentation, value engineering back-up, contingency breakdown and tracking, general conditions breakdown and tracking, documentation of Contractor's fees, and all other information necessary to verify construction costs.

The Project is subject to the payment of prevailing wages under the California Labor Code and applicable regulations, and the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Section VIII.

B. Contracts

The successful Contractor will execute a Preconstruction Services Agreement, Site Lease Agreement, Sublease Agreement, and Lease-Leaseback Agreement as set forth in Section VII. The Contractor shall be required to submit a Schedule of Values. Sample agreements are posted on the District's web page.

C. Scope of the Fee Proposal

1. Preconstruction Services

The first component of the fee proposal shall include a proposed monthly fixed fee to perform preconstruction services. The preconstruction period is anticipated to run from March 2025 through April 2025 (2 months) based on a February 2025 estimated DSA approval date.

2. General Conditions Fee

The second component of the fee proposal shall include general conditions and general requirements, including temporary facilities, general requirements, supervision, and equipment as more fully set forth in **Exhibit D** ("General Conditions Fee"). The General Conditions Fee shall be calculated as a monthly fee for each month during the construction period. The General Condition Fee shall commence beginning from the District's issuance of a notice to proceed (NTP) and continue through substantial completion (beneficial occupancy) of the Project.

The General Conditions Fee shall be made as a monthly fee for the CECAC as listed in the above paragraph. Contractors are encouraged to stage construction that would result in Project savings with said staging savings returned to the District through an approved change order.

As set forth in the Lease-Leaseback Agreement, each Contractor shall provide the District with objectively verifiable information of its costs to perform the work and a written rationale for the General Conditions Fee for the Project, including documentation sufficient to support the calculation.

3. Construction Fee

The third component of the fee proposal shall be in the form of a percentage to be applied to the District’s estimated construction cost as determined in accordance with Education Code section 17406(a)(3) (“Construction Fee”). The Construction Fee is intended to cover all the office labor costs, fringe benefits, bonds, insurance, overhead and profit, and all other expenses the Contractor will incur in providing the work.

For purposes of this RFQ, the Construction Fee will be evaluated based on the District’s estimated construction cost of the Project. Once all subcontractor costs are determined and a Project contingency is agreed upon to arrive at a construction cost, the successful Contractor’s Construction Fee will be applied to the actual construction cost to determine the dollar amount the Contractor will be paid as its construction fee. The construction fee will be added to the construction cost and become part of the schedule of values. The Construction Fee shall **not** be applied to the General Conditions Fee or to any work that is self-performed by the selected Contractor.

III. SCOPE OF WORK

A. Scope

The Scope of Work for the Project is as follows.

The CECAC will consist of site grading, demolition, football field, soccer field, basketball courts, volleyball courts, pickleball courts, miscellaneous electrical and fencing. A preliminary construction budget of \$2.5 million has been established.

B. Project Schedule

It is anticipated that construction for the CECAC will start in May 2025 and is expected to involve a **6-month** construction period. Project documents are available at the Clovis office of BCF with the understanding that final Project documents are scheduled to be for submittal to DSA for an “over the counter” review in late February 2025.

C. Cost Estimates

The District estimates that the construction cost of the CECAC is **\$2.5 Million** including all off-site (if any), utility and on-site infrastructure work as shown in the plans and specifications for the Project.

This estimate is based solely on the District's most recent November 2024 estimate and is subject to change.

D. Preconstruction Services

As part of the scope of the Preconstruction agreement with the District, Contractor shall undertake the following preconstruction services from March 2025 through April 2025 for the CECAC:

1. Participate in design and construction drawing meetings as needed.
2. In consultation with Project Engineer and District staff, review design documents for constructability, scheduling, clarity, consistency, and coordination.
3. Undertake a value engineering analysis of each component of each component (grading, drainage, fields, fencing, utility, and on-site infrastructure work and prepare a report with recommendations for reducing construction costs for the Project. Perform a constructability review of plans and specifications for each Project scope included in the Project.
4. Provide public notice of availability of work to be subcontracted and present a proposed

Total Sublease Amount to the Governing Board for approval.

E. Construction and Post-Construction Services

The Contractor shall perform the Scope of Work and obligations described in the Project Documents, including the following construction and post-construction services:

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

F. Subcontractors

Contractor shall establish reasonable qualification criteria and standards for subcontractors and shall provide public notice of availability of work for the Project to be subcontracted in accordance with the publication date applicable to the District's competitive bidding process, including a fixed date and time on which qualifications statements, bids, or proposals will be due. All subcontractors who will perform over 0.5% of the construction work must be selected by a **competitive bidding process or best value process** as described in Education Code section 17406(a)(4). The process must also comply with the DVBE requirements of Education Code section 17076.11. All subcontractors shall be afforded the protection of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100). Subcontractors will **not** be required to obtain pre-qualification approval for this CECAC Project.

IV. FORMAT OF PROPOSAL

The sealed proposal must be clear, concise, complete, well organized, and demonstrate the Contractor's ability to follow instructions. An original plus five (5) copies of the proposal must be provided, with no more than 50 single-sided pages in total length. An electronic copy must also be provided by email to dhaney@caruthers.k12.ca.us. The cover page, table of contents, page tabs, list of projects provided pursuant to Exhibit B, list of subcontractors and the certifications and acknowledgments described in Exhibit E **will not count** against the 50-page limit. All respondents are requested to follow the order and format specified below. Please tab each section of the submittal to correspond to the letters/headers shown below. **Contractors are solely responsible for providing all information to permit the District to score the proposal in accordance with Section VI.** The District reserves the right to reduce a Contractor's score for failure to follow instructions.

Further, contractors are required to complete Section V-D whereby the contractor will summarize, based on the more detailed information contained in the sealed statement of qualifications, by responding to each of the best value criteria shown in VI-A.

The table of contents shall include complete and clear listings of headings and pages to allow easy reference to key information. The following sections should be included in the statement in the order listed:

A. Proposal Cover

The proposal shall include a cover page and cover page shall set forth the RFQ's title and submittal due date, the name, address, fax number, and the telephone number of the responding Contractor firm (or firms if there is a joint venture or association).

B. Factors in Determining Portion of Contractor Qualification and Experience Best Value Score

1. Financial History, Bonding Capacity and Licensing

Provide a summary of Contractor's financial ability to complete the Project (including adequate bonding capacity). For purposes of bonding, I expect the construction costs of the Project to be

approximately **\$2.5 million**. The District will also consider responses provided in Contractor's pre-qualification application. **Consideration will be given in the best value scoring based on the maximum bond capacity (per project and aggregate).**

2. Disputes

The District will consider responses provided in Contractor's prequalification application. Contractor may provide further explanation as to liquidated damages paid, disbarred/disqualified from bidding on public project, denied bid on grounds of non-responsibility, claims against firm in court or arbitration, claims made against owner in court or arbitration, project terminated for cause or by contractor consent, surety payments on Contractor's behalf, project with more than 3 stop payment notices, or stop notice resulting in a claim.

3. Insurance Including Builders Risk Insurance

Attach a letter from Contractor's insurance company indicating Contractor's ability to provide the following insurance schedule.

- a. Acceptable limits of coverage which are \$3,000,000 per occurrence and \$5,000,000 aggregate for commercial general liability coverage.
- b. Builders risk insurance for the CECAC Project.
- c. Errors and omission insurance with limits of at least \$1,000,000.
- d. Workers' compensation insurance as required by California law.
- e. Endorsement amending the policy listing the District, its officers, board members, employees, and volunteers as "additional insured."
- f. "Primary, non-contributory" endorsement, amending policy making user/contractors insurance primary, and the District's insurance non-contributory.
- g. "Waiver of Subrogation" endorsement for General liability and Worker's Compensation, preventing user/contractor insurance company from pursuing claims against the District.

4. Coordination and Completion of Projects When the Construction Site is Used for School and After School Physical Activities

The contractors must provide information about experience in working with a school district staff, subcontractors and the Architect and/or Engineer while scheduling and completing the construction in a safe, efficient, and effective manner when students and staff are on an adjacent (across the street) campus during the regular school year, extended days, special programs and summer school. In addition, the construction site is used by students for after school activities and community members for recreational activities. Describe the processes your firm has in the past and will use on this Project in protecting students, staff, and campus visitors during the construction process and how you worked with school site staff in coordinating special events that periodically take place on an elementary school (grades TK-8) campus including, but not

limited to, athletic events, State mandated testing days, shortened school days, etc. The District will take into consideration information provided in **Exhibit B** (Public Works Projects Summary) and any other explanation provided. Exhibit B will **not** count against the 50-page limit.

5. Safety and Compliance with the Law

Provide a summary of Contractor's injury illness prevention program (IIPP). Evidence of the IIPP must be provided upon request. The District will also consider responses provided in Contractor's prequalification application including, but not limited to, a history of the firm's workers' compensation modification rates

6. Local Experience and Selection Process of Subcontractors

Contractors are required to submit a list of **Fresno, Madera, Tulare, Kings, and Kern County** sub-contractors the contractor has experience working with on school district and/or public work projects. The list of contractors shall be submitted as a separate exhibit and will **NOT** count toward the 50-page limit.

Further, in this section of the SOQ and NOT included in Exhibit B as shown above, contractors should provide information on the process the firm will use in the selection of sub-contractors for the CECAC Project.

7. Timely Project Completion

Contractors must provide information about all public works projects completed in the last twenty-four months and all DSA-approved California TK-12 and Community College projects completed in the last thirty-six months. The information must be completed in the format attached to this RFQ as **Exhibit B** (Public Works Projects Summary). Contractors must indicate the delivery method of each project, whether it involves coordination, development, and approval of off-site and utility requirements by the permitting agency, and if it involves the construction of a new addition to an elementary school. To evaluate recent projects, time of completion will be calculated from the issuance of this Notice to Proceed (NTP). The District will only consider projects completed by the legal entity submitting the proposal. Contractors must also attach a list of all local subcontractors previously used with offices located in **Fresno, Madera, Tulare, and Kern Counties** including the name, address, and point of contact. Exhibit B will **not** count against the 50-page limit.

The District will also consider the information included in **Exhibit B** (Public Works Projects Summary) when determining the score for timely project completion and any non-owner-initiated change orders. For purpose of this RFQ, a "non-owner-initiated" change order refers to any increase to the original contract amount that was not initiated by the project owner. Change orders must be disclosed even if the increase falls within the amount of contract contingency. Contractors are encouraged to provide an explanation as to why a project was not completed within two (2) months of the original contractual completion date and the circumstances regarding any non-owner-initiated change orders that exceeded \$5,000.

8. Process Used in Pre-Construction Services

Contractor must provide information on the process it will use in the preconstruction phase of the project including, but not limited to, developing a positive working relationship the district and Architect or Engineer in the review of the design documents, constructability, scheduling clarity consistency and coordination; undertake values engineering analysis by building off-site and on-site infrastructure work; provide continual updates on the estimated project budget and provide public notice on the availability of District work.

9. Experience in Caruthers USD and Districts with Less than 3,000 Students

Experience working on facility projects (athletic fields, recreational facilities, additions, modernization, site improvements) in Caruthers USD and California districts with less than 3,000 students will be taken into consideration. List all projects completed in the past ten (10) years that had a construction cost of at least \$2 million.

10. Experience as Lease-Leaseback and/or General Contractor on Playfields, Stadiums Athletic, Recreational Facilities

List all experiences where your firm served as the General Contractor or Lease-Leaseback Contractor on playfields, stadiums, athletic, recreational facilities in the last ten (10) years in school districts in Fresno, Madera, Tulare, and Kern Counties. To be considered, the project must have been completed by the agency responding to this Request for Qualifications.

11. Skilled and Trained Workforce Plan

The successful Contractor and its subcontractors at every tier shall be required to comply with Education Code section 17407.5 and Public Contract Code sections 2600-2602, which require the Contractor and its subcontractors at every tier to employ a skilled and trained workforce. Contractors must identify experience complying with this requirement and proposed plan to ensure that the appropriate percentage of the workforce employed on the Project is a graduate of an apprenticeship program. List any union signatory trade and any/or any project labor agreement that was enforced where your firm served as the contractor.

12. Project Team

Identify key team members for your Project team including, at a minimum, the proposed Project manager, Project clerk and field engineer (see **Exhibit D**), and provide their respective job titles, qualifications, K-12 experience, experience in constructing playfields, stadiums, recreational facilities, and years with the firm. Failure to identify all team members may result in a reduction of the Contractor's qualification best value score.

The successful Contractor shall be committed to using the proposed team for the Project. Any changes to the proposed Project manager, Project supervisor, and Project clerk or field engineer must be approved in writing in advance by the District.

C. Additional Information to Be Included in the Statement of Qualifications

1. Client Satisfaction/References

Provide a list of at least five (5) educational client references. References must include:

- a. Name, address, telephone number, and contact person of the project owner.
- b. Name, address, telephone number and contact person for the Architect or Engineer working on the project(s).
- c. Describe the project(s) on which Contractor provided services, including costs, delivery method and project summary.

2. Current and Contracted Projects

Attach a list of Contractor’s projects currently underway and those that are contracted for but not yet underway. Contractors are not required to list any projects otherwise listed pursuant to Section F above. List actual or expected start and completion dates of the projects and explain how Contractor will be able to effectively manage and perform the District’s Project while also managing and performing the listed projects.

3. Schedule

Provide a proposed timeline and staging schedule to complete the Project based on a start date of **May 2025**. The District anticipates being able to occupy the CECAC in October 2025. Contractors are also encouraged to identify strategies for staging the Project to minimize expenses. Contractors are also asked to describe experiences completing similar projects.

4. Fee Proposal

Contractors must submit their fee proposal in a **separate sealed envelope** that is included in the sealed Statement of Qualifications using the District’s Lease-Leaseback Proposal Form attached hereto as **Exhibit C**. Contractors are required to complete Exhibit C in its entirety including the itemization requirements as identified in Exhibit C.

D. Summary of Contractor Qualifications Portion of Best Value Score

In this section of the Statement of Qualifications, the contractor will summarize their qualifications for each of the contractor qualifications provided in more detail throughout the sealed Statement of Qualifications.

The contractor will be required to list each of the twelve (12) criteria listed in **Section VI-A** below to be followed by a summary of how the contractor best meets each of the criteria to be used by the District in determining the contractor qualification portion of the best value score.

E. Certifications and Acknowledgments

The following shall be included in the proposal in the order listed (see **Exhibit E**):

1. Worker's Compensation Certification.
2. Iran Contracting Act Certification.
3. Non-collusion Declaration.
4. Sufficient Funds Declaration.
5. Fingerprinting Notice and Acknowledgement.
6. Drug-Free Workplace Certification.
7. Proof of registration with the DIR to perform public work under Labor Code section 1725.5.

V. SELECTION PROCEDURES AND GUIDELINES

The purpose of this Request for Qualifications is to enable the District to select the Contractor that submitted the proposal that is the best value to the District for the Project as required by Education Code section 17406. The term "best value" as used in this RFQ is defined in Education Code section 17400 and is inclusive of a competitive procurement process whereby the Contractor is selected based on objective criteria for evaluating qualifications with the resulting selection representing the best combination of price and qualifications.

The District will use the selection process outlined below, which conforms to Education Code section 17406 and ensures that the best value selection by the District is conducted in a fair and impartial manner. A review and selection committee composed of key District officials will interview contractors and review and evaluate all proposals.

Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing contractors prior to and during the review and evaluation process. Following selection of a Contractor pursuant to this RFQ, proposals may be subject to disclosure in accordance with applicable law.

SELECTION PROCESS

A. Qualification and Experience Portion (180 points)

For the qualifications and experience portion of the best value analysis, the District will consider the responses provided in the Contractor's proposal and prequalification application along with the information provided in Section V-D. The District will evaluate each Contractor's proposal based on the specific criteria listed below and each Contractor's qualifications will be scored on a one hundred eighty (180) point scale using the District's Contractor Scoring Sheet (*See Exhibit A*). Each criterion has a point value which is listed next to the criterion. Each criterion will be evaluated by the District and the District will award a point value to the Contractor for each criterion. The maximum cumulative number of points available to any Contractor is 180 points. The criteria and their corresponding point values are as follows:

1. ***Financial History, Bonding Capacity and Licensing:*** Contractors will receive up to **10 points** based on the firm's financial ability to complete the Project. Prior bankruptcy in the last 5 years will result in a deduction of 5 points. A license suspension may result in a deduction of up to 10 points depending on the explanation provided. Consideration will be given in scoring this criterion to the per project and aggregate bonding capacity of the firm with the firm with the highest per project bonding capacity receiving 10 points and other contractors receiving fewer points based on the difference between the highest per project bonding capacity the respective contractors per project bonding capacity with one point deducted for every \$5 million difference.
2. ***Disputes:*** Contractors will receive up to **10 points** based not having liquidated damages paid, not being disbarred/disqualified from bidding on public project, **not** being denied to bid on grounds of non-responsibility, not having claims against firm in court or arbitration, not having claims made against owner in court or arbitration, not having projects terminated for cause or by contractor consent, not having surety payments made on contractor's behalf, not having a project with more than 3 stop payment notices, and/or a stop notice resulted in a claim. A deduction in points will be applied if one or more occurred with said deductions being one point for each occurrence.
3. ***Insurance including Builders Risk Insurance:*** Contractors will receive up to **10 points** based on factors such as not having insurance refusal to renew, not being denied coverage and the level of insurance that meets or exceeds maximum levels stated above.
4. ***Coordination and Completion of Project When Students/Staff are on Campus Adjacent to the Construction Site:*** Contractors will receive up to **10 points** for experience in working with the district staff, sub-contractors, and the project Architect or Engineer on new construction projects when students and staff are on campus adjacent to the construction site during the regular school year, extended days, special programs and summer school.
5. ***Safety and Compliance with Law:*** Contractors will receive up to **10 points** based on factors such as not having prior CAL and Federal OSHA violations, EPA, Air Quality or RWQCB citations, the safety meeting frequency, adequacy of the Contractor's injury illness prevention program, experience Modification Rate, and not having a workers' comp insurance lapse in last five years.
6. ***Local Experience and Selection Process of Subcontractors:*** Contractors will receive up to **20 points** based on experience collaborating with subcontractors in Fresno, Madera, Tulare, Kings, and Kern Counties and in the process the contractor will use subcontractors for the project.
7. ***Timely Project Completion:*** Contractors will receive up to **15 points** for demonstrated ability to deliver projects on time. Failure to complete projects by the contractual completion date over the past 36 months will result in point deductions.
8. ***Process Used in Pre-Construction Services:*** Contractors will receive up to **20 points** on the process used in completing preconstruction services including value engineering,

constructability, construction estimating, scheduling, and working with a district's staff and project Architect or Engineer.

9. ***Experience in Caruthers Unified School District and Districts with less than 3,000 Students:*** Contractors will receive **five points** for each project (athletic fields, recreational facilities, additions, modernization, site improvements) where the agency responding to this request for qualifications serve as the general contractor completed in Caruthers USD and **three points in other school districts in the State of California** during the past ten (10) years with a construction cost of at least \$2 million completed by agency submitting **up to a total of 20 points**.
10. ***Experience as Lease-Leaseback and/or General Contractor on Playfields, Stadiums, Athletic and Recreational Facilities*** Contractors will receive up to **five (5) points** for each playfield, stadium, athletics and recreational facility where the agency responding to this request for qualifications served as the general contractor in the last 10 years in school districts in Fresno, Madera, Tulare and Kern Counties up to a **total of 20 points**.
11. ***Skilled and Trained Workforce Plan:*** Contractors will receive up to **10 points** based on experience and the plan to meet skilled and trained workforce requirements.
12. ***Project Team:*** Contractors will receive up to **25 points** based on the total experience of the Project team. Project Manager(s), Project Supervisors, Project Clerk, Field Engineer, or other team members will be considered when evaluating each individual team member's K-12 experience and years with the firm.

Each complete project identified in the proposal will only be eligible to receive points for one category. If a project qualifies for more than one category, the District will assign points to the category that would maximize the total points. The District reserves the right to adjust the scores based on the information presented at the interviews, which will be based on the criteria listed above.

B. Fee Proposal Portion (100 points)

For the fee proposal of the best value analysis, the District will evaluate the total amount of the preconstruction fee, General Conditions Fee, and Construction Fee. The fee proposal portion of the best value analysis will be scored on a one hundred (100) point scale. Contractors shall complete the District's Lease-Leaseback Proposal Form (**Exhibit C**) identifying the preconstruction services fee, General Conditions Fee, and Construction Fee for the Project.

The District will score contractors based on the lowest to highest proposals submitted. The contractor with the lowest proposal will receive the highest score of 100 points. Other contractors will receive less than 100 points, calculated by subtracting three (3) points for every \$50,000 increment the proposal exceeds the lowest proposal. In the event two contractors submit proposals with the same overall price, both contractors shall be awarded the same number of points.

C. Interim Scoring and Interview Portion (20 points)

After the District has allocated points to qualifying contractors for the qualification and proposal portions, the District will combine all the points received by each individual contractor to calculate the contractor's interim score. The District will interview up to three contractors who receive the highest interim scores. The District will contact contractors to schedule the specific time and location of the interview for at least 48 hours prior to the date of the interview. If the District's best value analysis prior to any interview finds that best value points for the interview will not change the contractor with the best value score, the District reserves the right to not conduct any interviews and recommend the contractor with the best value score to the Governing Board for consideration.

The interview will consist of a short presentation (up to 30 minutes) followed by a question-and-answer period. The District will award up to twenty (20) points for the interview portion. Additionally, the Contractor's best value criteria score may be adjusted based on the information presented at the interviews. The District reserves the right to conduct follow-up interviews if it chooses.

D. Total Best Value Score

The District will combine the interim and interview score to calculate each Contractor's best value score. The contractor with the highest best value score (highest combined point total from the qualifications, fee proposal, and interview) shall be ranked first, and all remaining contractors shall be ranked in descending order based on the contractor's best value score, such that the contractor receiving the lowest best value score receives the lowest ranking.

The District expects to complete and announce its best value analysis and ranking of proposals from highest best value score to lowest best value score, within thirty (30) days of the deadline for submitting the proposals.

VI. AWARD

The District reserves the right to reject any or all proposals or waive any irregularities in any of the proposals submitted pursuant to this RFQ. The Lease-Leaseback Agreement shall be awarded to the responsive Contractor with the highest best value score. In the event of a tie (more than one Contractor has the same highest best value score), District may award the Lease-Leaseback Project to the Contractor of its choice. The Board is expected to make its selection at its regular meeting on **February 24, 2025**. The meeting will be held at 5.30 p.m. The District will issue a statement regarding the basis of the award.

If the Contractor to which the Board awards the Lease-Leaseback Agreement refuses to execute the Lease-Leaseback Agreement or submit a payment bond, performance bond, proof of required insurance, and other required documents within 10 days following award, the Board may revoke the award to that Contractor and award to the Contractor that submitted the next highest ranked proposal. Alternatively, the Board may revoke the award and reject all proposals.

VII. GENERAL INFORMATION

A. Amendments

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

B. Non-Discrimination

The District does not discriminate based on race, color, national origin, religion, age, ancestry, medical condition, disability, gender, or any other protected class, in consideration for an award of contract.

C. Costs

Costs of preparing a proposal in response to this RFQ are solely the responsibility of the responding Contractor.

D. Prevailing Wages

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

E. State Registration

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

F. Limitations

This RFQ does not commit to the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFQ, or to procure our contract for work. The District reserves the right to waive any irregularities in the proposals received pursuant to this RFQ, or in the process outlined herein for selection of a contractor for the Project.

G. Validity of Proposals

All proposals will be considered valid, and prices will be considered fixed for a period of sixty (60) days following submission.

EXHIBIT A

Contractor Qualifications Scoring Sheet

(CARUTHERS EDUCATION AND COMMUNITY CENTER)

1. Financial History and Licensing (Maximum Possible Score 10)

District will consider the Contractor’s financial ability to complete the Project. Prior bankruptcy in the last five years will result in a deduction of five (5) points. A license suspension may result in a deduction up to ten (10) points depending on the explanation provided. Bonding capacity (per project and aggregate) will be considered in awarding the score.

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

2. Disputes (Maximum Possible Score 10)

District will consider deducting points for factors such as liquidated damages paid, disbarred/disqualified from bidding on public project, denied bid on grounds of non-responsibility, claims against firm in court or arbitration, claims made against owner in court or arbitration, project terminated for cause or by contractor consent, surety payments on contractor’s behalf, project with more than 3 stop payment notices, and a stop notice resulted in a claim.

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

3. Insurance including Builders Risk Insurance (Maximum Possible Score 10)

The District will consider a deduction of points for factors such as insurance refusal to renew, not being denied coverage and the level of insurance that meets or exceeds minimum coverage level as stated in the RFQ.

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

4. Coordination of Project When Students/Staff are on Site (Maximum Possible Score 10)

The District will consider a deduction of points for factors such as insurance refusal to renew, coverage denied by surety and the amount of per project and aggregate bonding capacity.

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

5. Safety and Compliance with Law (Maximum Possible Score 10)

The District will consider a deduction of points for factors such as prior CAL and Federal OSHA violations, EPA, Air Quality or RWQCB citations, and safety meeting frequency, adequacy of the Contractor’s injury illness prevention program, Experience Modification Rate, and workers’ compensation insurance lapse in last five years.

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

6. Local Experience and Selection Process of Subcontractors (Maximum Possible Score 20)

The District will consider prior experience collaborating with local contractors in Fresno, Madera, and Tulare, Kings and Kern Counties and the selection process of subcontractors.

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

7. Timely Project Completion (Maximum Possible Score 15)

The District will consider the Contractor’s proposed staging schedule and completion of past public work projects in a timely manner. Failure to complete projects by the contractual completion date over the past 36 months will result in point deductions.

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

8. Process Used in Preconstruction Services (Maximum Possible Score 20)

Contractors will receive up to 20 points for the process used in completing preconstruction services including value engineering, construction estimating, scheduling, and working with District staff and Project Engineer or Architect.

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

9. Experience in Caruthers Unified School District and Districts below 3,000 Students (Maximum Possible Score 20)

Contractors will receive **five (5) points** for each project (playfields, stadiums, recreational facilities, additions, modernization projects)) as the general contractor completed in Caruthers USD and **three (3) points** in districts with less than 3,000 students during the past ten (10) years with a construction cost of at least \$2 million **up to a total of 20 points.**

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

10. Experience as Lease-Leaseback and/or General Contractor on Playfields, Stadiums, Athletic Recreation facilities (Maximum Possible Score 20)

Contractors will receive up to **five (5) points** for each playfield, stadium, athletic and recreational project where the agency responding to this request for qualifications served as the lease-leaseback and/or general contractor in the last 10 years in school districts Fresno, Madera, Tulare and Kern Counties up to a **total of 20 points.**

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

11. Skilled and Trained Workforce Plan (Maximum Possible Score 10)

Contractors will receive up to ten (10) points based on experience and the plan to meet skilled and trained workforce requirements.

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

12. Project Team (Maximum Possible Score 25)

Contractors will receive up to twenty-five (20) points based on the total experience of the Project team (Project Manager(s), Project Supervisor, Project Clerk, Field Engineer, or other team member) based on each team member’s K-12 experience and years with the firm.

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

13. Total Qualifications Score (Sum of 1-12), Maximum Possible Score 180

	Contractor	Qualifications Score
1.		
2.		
3.		
4.		
5.		

14. Fee Proposal (Maximum 100 Points)

In the following table, enter all proposing contractors and the total points received from the fee proposal evaluation (Maximum points available per contractor is 100). The contractor with the lowest proposal will receive the highest score of 100 points. Other contractors will receive less than 100 points, calculated by subtracting three (3) points for every \$50,000 increment the proposal exceeds the lowest proposal. In the event two Contractors submit proposals with the same overall price, both contractors shall be awarded the same number of points.

	Contractor	Fee Proposal	Points Awarded
1.			
2.			
3.			
4.			
5.			

15. Interim Score (Maximum 280 Points)

In the following table, enter all proposing contractors, their scores from the qualifications and fee proposal evaluations. The total combined score is the contractor's interim score.

	Contractor	Qualifications #13 Point Total	Fee Proposal #14 Point Total	Interim Score
1.				
2.				
3.				
4.				
5.				

16. Interview Score (Maximum 20 points)

Contractors will receive up to 20 points based on their response to interview questions.

	Contractor	Score
1.		
2.		
3.		
4.		
5.		

17. Best Value Score (Maximum 300 points)

In the following table, enter all proposing Contractors, their scores from the qualifications and price proposal evaluations, and their total combined score. The total combined score is the Contractor's final "best value score."

	Contractor	Interim #15 Score	Interview # 16 Score	Combined Total
1.				
2.				
3.				
4.				
5.				

EXHIBIT B

Public Works Projects Summary

Please provide the information requested below about all current public works projects, all public works projects completed in the last 24 months and all DSA-approved California TK-12 and community college projects completed in the last 36 months. Only list projects Contractor performed as the general contractor in charge of all trades for the construction of a building. Names and references must be current and verifiable.

Use separate sheets of paper that contain all the following information for each public works project:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number): _____

For PK-12 public projects, please indicate delivery method and if it includes the construction of a multi-purpose building, gymnasium, kitchen, and bank/music building: _____

Architect or Engineering firm, contact (name and current phone number): _____

Construction Manager (name and current phone number): _____

Inspector of Record (name and current phone number): _____

Description of Project, Scope of Work Performed: _____

Original Contract Amount (excluding any contingency): _____

Original Contract Amount (including any contingency): _____

Approximate Value of Off-Site Work (if applicable): _____

Value of Non-Owner Requested Change Orders: _____

Total Value of Construction (including all change orders): _____

Date Construction Commenced: _____

Original Contractual Completion Deadline: _____

Adjusted Completion Deadline Based on Time Extensions Granted by Owner: _____

Actual Date of Substantial Completion: _____

Number of Liquidated Damages Assessed: _____

Separately, please identify all subcontractors Contractor has used with offices located in the Fresno, Madera, Tulare, and Kern Counties, including the name, address, and point of contact.

EXHIBIT C

Lease-Leaseback Proposal Form

OWNER: Caruthers Unified School District
2200 West Tahoe Avenue
Caruthers, CA 93446

CONTRACTOR: _____

PROJECT: Caruthers Education and Community Activity Center

The undersigned, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be performed, the RFQ, all addenda, and all contract documents provided by the District for the Project (Contract Documents), proposes and agrees to be bound by all terms and conditions of the complete Contract Documents, and agrees to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform and complete in a good workmanlike manner all of the Work required in connection with the Project in strict conformity with the Contract Documents.

ADDENDA: The following Addenda have been received. The modifications to the RFQ noted below have been considered and all costs are included in the Fee Proposal.

Addendum _____ Dated _____ Addendum # _____ Dated _____

Addendum _____ Dated _____ Addendum # _____ Dated _____

FEE PROPOSAL: The Fee Proposal for construction of the Project (in accordance with the Contract Documents). Please do not include a range of numbers as the District will evaluate the highest number in the range.

1. Preconstruction Fee: The preconstruction fee should be expressed as a lump sum based on the construction budget, schedule, and description in Section II(C) (1) of the RFQ.

Total Preconstruction Fee \$ _____. (Lump sum based on 2 months)

2. General Conditions Fee: The fee for general conditions as described in the RFQ should be expressed as a monthly fee based on the Project construction budget, schedule, and description in Section II(C) (2) of the RFQ.

Monthly General Conditions Fee: \$ _____, per month. [Based on 6-month duration]

3. Construction Fee: The percentage fee shall include the contractor's overhead, profit, insurance, and bonds. To evaluate the fee proposals the applicable fee percentage will be multiplied by the estimated construction cost of the Project as outlined in Section II(C)(3) of the RFQ. The Construction Fee shall not be applied to the General Conditions Fee or to any work that is performed by the Contractor.

Construction Fee: _____%. [Est. construction cost for the Project = \$2.5 Million]

Total Construction Fee: \$ _____. (Construction Fee % x \$2.5 Million)

4. Total Fee Proposal: Contractors shall add the total of each value calculated in sections 1-3.

I. Total Preconstruction Fee \$ _____.

II. Total General Conditions Fee \$ _____.

III. Total Construction Fee \$ _____.

Total Fee Proposal (total of I, II, & III): \$ _____.

The Total Fee Proposal shall be used for the purpose of scoring the fee proposal

Authorized Signature: Contractor states that the signature below is of a person authorized to bind the Contractor to this RFQ and the Agreement.

“I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.”

Date: _____ Name (type or print): _____

(Signature)

Organization (individual, partnership, or corporation)

Address

Contractor's License Number Class

Contractor's License Expiration Date

DIR Registration Number

EXHIBIT D

General Conditions and General Requirements

Temporary Facilities

Weather Protection (for any materials stored on-site)

Temp Fencing

Temp Bull Pen / Staging

First Aid Equip

Dust Control

Safety Maintenance

General Requirements

Job Office Trailer Adequate to Accommodate Staff Members, the IOR, and all Necessary Equipment

Storage Container

Drop Boxes / Dumpsters

Office Furnishings

Office Supplies

Computer/Data Setup

Job Sign

Freight & Drayage

Pre-Job Conference

Scheduling

Move On / Off Job

Shop Drawings

As-Builts

Blueprints

Supervision

Full-time On-Site Field Supervisor (1)

Part-Time (Minimum 50%) On-Site Project Clerk (1)

Temporary Lighting

Drinking Water & Ice

Storm Water Control

Material Handling

Continuous Clean-up

O & M Manuals

Close-Out Admin.

Security System

Security System Monitoring

Copy, Fax, Printer machine

Personal Computer w/ modem

Software License

Temporary toilets

Full-time On-Site Field Engineer (1)

Equipment

Pick-up Allowance

Pick-up Fuel / Gas

Equipment Fuel / Diesel

EXHIBIT E

Certifications and Acknowledgments

WORKERS' COMPENSATION CERTIFICATE
(Labor Code § 3700)

[To Be Signed and Submitted by Contractor with response to Lease-Leaseback RFQ]

California Labor Code section 3700, in relevant part, provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... “

I am aware of the provisions of the Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Name of Contractor

Signature

Print Name

Date

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the Owner before performing any work under the contract.)

SUFFICIENT FUNDS DECLARATION
(Labor Code Section 2810)

[To be signed and submitted by Contractor with response to RFQ Lease-Leaseback Agreement]

To: CARUTHERS UNIFIED SCHOOL DISTRICT

Project: CARUTHERS EDUCATION AND COMMUNITY CENTER

Caruthers Unified School District, Fresno County, California

I, [NAME], declare that I am the [TITLE] of [COMPANY], the entity making a proposal for the above-referenced Project, and that the proposal submitted by [COMPANY] includes sufficient funds to permit [COMPANY] and all approved subcontractors to comply with all local, state, or federal labor laws or regulations during the Project, including payment of prevailing wages.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____, 2023

Signature

Print Name: _____

Print Title: _____

NON-COLLUSION DECLARATION
(Public Contract Code § 7106)

[To be signed and submitted by Contractor with response to RFQ Lease-Leaseback Agreement]

Owner: CARUTHERS UNIFIED SCHOOL DISTRICT

Project: CARUTHERS EDUCATION AND COMMUNITY CENTER

Caruthers Unified School District, Fresno County, California

The undersigned declares:

I am the [TITLE:] of [COMPANY:], the

Party making a bid proposal (“bid”) on the above-referenced Project. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid 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, 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 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.

I declare under the 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 , 2023, in California.

IRAN CONTRACTING ACT OF 2010 CERTIFICATION

(Public Contract Code §§ 2202-2208)

[To be signed and submitted by Contractor with response to Lease-Leaseback RFQ]

As required by California Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder or proposer name and Federal ID Number and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder or proposer identified below, and the bidder or proposer identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor 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. (PCC §2204(a).)

<i>Bidder or Proposer Name (Printed):</i>		<i>Federal ID Number:</i>	
<hr/>			
<i>By (Authorized Signature)</i>			
<hr/>			
<i>Printed Name and Title of Person Signing</i>			
<hr/>			
<i>Date Executed:</i>		<i>Execute</i>	
, 2023			

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder or proposer engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services. If Contractor has obtained an exemption from the District from the certification requirement under the Iran Contracting Act of 2010, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder or Proposer Name (Printed):</i>	<i>Federal ID Number:</i>
	<i>Executed in:</i>
<i>By (Authorized Signature)</i>	
	<i>Date Executed:</i> _____, 2023
<i>Printed Name and Title of Person Signing</i>	

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

Education Code Section 45125.2(a)

[To be signed and submitted with response to Lease-Leaseback Agreement RFQ]

Business entities entering contracts with the Owner for the construction, reconstruction, rehabilitation, or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines Contractor’s employee(s) or Contractor as a sole proprietorship will have more than limited contact with students, then Contractor must take one or more of the following steps:
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. Having an employee (if not a sole proprietorship), who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising his employees has no such convictions. *(See attached.)*
 - c. Arrange, with Owner’s approval, for surveillance by Owner’s personnel.

If one or more of these steps are taken, Contractor is not required to comply with Education Code section 45125.1.

2. If Contractor is providing the services in an emergency or exceptional situation, Contractor is not required to comply with Education Code section 45125.2. An “emergency or exceptional” situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____, 2023 _____

Signature

Name: _____

Title: _____

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor, and no sole proprietor, who has been convicted of or has criminal proceedings pending for a violent or serious felony may meet any student. A violent felony is any felony listed in Penal Code section 667.5(c). Those violent felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262; (4) Sodomy as defined in subdivision (c) or (d) of Section 286; (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a; (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55; (9) Any robbery; (10) Arson, in violation of subdivision (a) or (b) of Section 451; (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289; (12) Attempted murder; (13) A violation of Section 18745, 18750, or 18755; (14) Kidnapping; (15) Assault with the intent to commit a specified felony, in violation of Section 220; (16) Continuous sexual abuse of a child, in violation of Section 288.5; (17) Carjacking, as defined in subdivision (a) of Section 215; (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1; (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code; (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code; (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary; (22) Any violation of Section 12022.53; and (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in Penal Code section 1192.7(c). Those serious felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable

substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: _____

Supervisor/Foreman Name: _____

Start Date: _____

Completion Date: _____

Location of Work: _____

Hours of Work: _____

Length of Time on Grounds: _____

Number of Employees on the Job: _____

Yes No

 Employees will have more than limited contact with students as determined by Owner, or if by Contractor, please explain:

If yes, the following steps will be taken to ensure student safety (check):

 A physical barrier will be installed at the worksite to limit contact with pupils.

 Employees (if not a sole proprietorship) will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee: _____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony: _____

Name of employee who is the custodian of the Department of Justice verification information: _____

 Owner agrees: Employees or sole proprietor will be surveilled by Owner's personnel.

I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____, 2023 Signature: _____

Typed Name: _____

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

(Government Code §§ 8350 et. seq.)

[To be signed and submitted by Contractor with response to Lease-Leaseback RFQ]

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

(b) Establishing a drug-free awareness program to inform employees about all the following:

- (1) The dangers of drug abuse in the workplace.*
- (2) The person's or organization's policy of maintaining a drug-free workplace.*
- (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.*
- (4) The penalties that may be imposed upon employees for drug abuse Violations.*

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to meet the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990; I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Date

Signature

Name

PROOF OF REGISTRATION WITH DIR

(To perform work under Labor Code § 1725.5)