



**Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, Ca 95652**

**Request For Statements of Qualifications and Sealed
Fee Proposals for Lease Leaseback Construction Services**

Madison Elementary School Kitchen Modernization Project

RFQ/P No. 25-004

Board Approval of Resolution Authorizing the Use of Lease Leaseback Delivery Method
and issuance of RFQ/P: July 9, 2024

RFQ/P Issuance Date: July 12, 2024

Mandatory Preproposal Project Meeting for ALL prospective bidders:
July 22, 2024, at 10:30 a.m.

Deadline for Submittal of Prequalification Application:
July 26, 2024, at 2:00 p.m.

Deadline for Submittal of Questions: August 2, 2024, 2:00 p.m.

Addendum, if Applicable: August 8, 2024, 2:00 p.m.

Sealed Proposals Due: August 13, 2024, 2:00 p.m.

Panel Interviews: August 16, between 2:00 p.m. – 5:00 p.m.

Recommendation of Best Value Contractor to Board of Trustees: August 27, 2024

Preconstruction Services Start: September 3, 2024

Board Approval of GMP: November 5, 2024

Notice to Proceed/Start of Construction: November 11, 2024

Substantial Completion: July 31, 2025

**REQUEST FOR STATEMENTS OF QUALIFICATIONS AND SEALED
FEE PROPOSALS FOR LEASE LEASEBACK CONSTRUCTION SERVICES
MADISON ELEMENTARY SCHOOL KITCHEN MODERNIZATION
PROJECT**

RFQ/P No. 25-004

The Board of Trustees (the “Board”) of the Twin Rivers School District (the “District” or “Owner”) is seeking statements of qualifications and sealed fee proposals from qualified providers of lease-leaseback construction services (“Contractors”) for the MADISON ELEMENTARY SCHOOL KITCHEN MODERNIZATION PROJECT (“Project”).

DSA submittals are underway and plans will be made available to prospective bidders. **Prequalification in compliance with Public Contract Code section 20111.6 is required for this Project.** Therefore, Respondents must be prequalified prior to submitting their proposals for this Project. In addition, all mechanical, electrical and plumbing (“MEP”) subcontractors (as defined by Public Contract Code section 20111.6(k)) must be prequalified prior to submitting any bids for Construction Increment services on this Project. MEP subcontractors subject to these requirements are those with any of the following license classifications: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46. The LLB Entity shall work with the District and the District’s consultants in prequalifying such subcontractors, as well as any other subcontractors or suppliers that may be identified by the District during preconstruction services to be prequalified, using the District’s standard Prequalification Questionnaire and uniform rating system. Respondents and MEP subcontractors must have submitted a prequalification application no later than ten (10) business days before the due date for Proposals or bids or have been prequalified for at least five (5) business days before the due date for Proposals or bids. The District’s Prequalification Application is done online. The direct link to the on-line application is https://www.qualitybidders.com/users/sign_up Proposals will not be accepted from any Respondent to this RFQ/P who has not complied with these requirements. All current bid documents, including this RFQ/P, plans and specifications, and any future addenda pertinent to this RFQ/P solicitation will be available on the District website at the following link: <https://www.trusd.net/Departments/Contract-Services--Risk-Management/Doing-Business-with-TRUSD/index.html>

The District intends to award a Lease-Leaseback Agreement for the Project to the contractor whose proposal is determined to be the best value, under the provisions of Education Code 17406 *et seq.* Time is of the essence in this matter, and the District has a substantial completion date of July 31, 2025. The complexity of the project and aggressive timeline mandate the selection of an experienced contractor with a proven track record for timely completion of projects within budget, with no change orders. The scoring template which will be used to evaluate all proposals and determine the “best value” proposal for this project is provided in Exhibit A hereto.

I. TIMELINE/CRITICAL DATES

A. Mandatory Project Meeting

A mandatory Project meeting will be held on July 22, 2024 at 10:30 a.m. The meeting will be held at **Madison Elementary School: 5241 Harrison St, North Highlands, CA 95660.** Please arrive ten minutes early to complete visitor check-in requirements. Bidding contractors must attend in order to submit a proposal.

All questions, requests for explanation or clarifications of any kind with regard to this RFQ/P or the Project must be made in written form and submitted via email no later than 2:00 p.m. on August 02, 2024 to the following persons:

victoria.garcia@trusd.net

kmorse@kitchell.com and to the Architect: **Ruhnau Clarke Architects**

cbohigian@ruhnaueclarke.com

Contractors are prohibited from contacting any other representatives of the District, including the members of its Board. The District will not respond to questions received after the RFI deadline or include them in any addenda.

The Addendum(s) to this RFQ/P will be posted to the District's website by August 08, 2024 at 2:00 p.m.

B. Prequalification Required – July 26, 2024

Prequalification in compliance with Public Contract Code section 20111.6 is required for this Project. Therefore, Respondents must be prequalified prior to submitting their proposals for this Project. In addition, all mechanical, electrical and plumbing ("MEP") subcontractors (as defined by Public Contract Code section 20111.6(k)) must be prequalified prior to submitting any bids for Construction Increment services on this Project. MEP subcontractors subject to these requirements are those with any of the following license classifications: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46. The LLB Entity shall work with the District and the District's consultants in prequalifying such subcontractors, as well as any other subcontractors or suppliers that may be identified by the District during preconstruction services to be prequalified, using the District's standard Prequalification Questionnaire and uniform rating system. Respondents and MEP subcontractors must have submitted a prequalification application no later than ten (10) business days before the due date for Proposals or bids or have been prequalified for at least five (5) business days before the due date for Proposals or bids. The District's Prequalification Application is done online. The direct link to the on-line application is https://www.qualitybidders.com/users/sign_up. Proposals will not be accepted from any Respondent to this RFQ/P who has not complied with these requirements.

C. Sealed Proposal Due Date – August 13, 2024

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 proposals@trusd.net no later than August 13, 2024 at 2:00 p.m.:

**Twin Rivers Unified School District
Attn: Brittany Smith
Director, Contracts & Risk
Management
3222 Winona Way, Suite 201
North Highlands, CA 95660**

Proposals received after the deadline will be rejected. Proposals must conform to the requirements of this RFQ/P and submitted on the forms provided herein to be considered responsive to this RFQ/P.

Responsive proposals will be scored by a District panel in accordance with the evaluation criteria provided in Exhibit A.

E. Short List Interviews – Week of August 15, 2024

On **August 16, 2024** from 2:00 p.m. to 5:00 p.m., the District will interview up to five contractors who receive the highest scores based on the criteria provided in Exhibit A. The District will invite finalist Contractors to participate.

Final composite scores will be calculated following the interviews to determine the “best value” proposal for the Project. The District anticipates presenting the “best value” contractor selection to the Board of Trustees on August 27, 2024, at the Board’s regular meeting. The Board reserves the right to postpone or cancel this selection.

II. PROJECT DESCRIPTION, PLANS AND SPECIFICATIONS

Plans have been submitted to DSA for approval. The DSA Submittal Set is available on the district’s website for reference only. This RFQ, and all related plans, drawing, specifications, requirements and addenda comprise the “Project Documents” which will be available on the District website at the following link:

<https://www.trusd.net/Departments/Contract-Services--Risk-Management/Doing-Business-with-TRUSD/index.html>

Alternatively, the Project Documents may be obtained from the District’s architect:

Kitchell:

kmorse@kitchell.com

The selected contractor will be responsible for participating, at a minimum, in Constructability Review, Value Engineering, and providing detailed construction cost estimates during preconstruction as set forth in Section IV-D.

III. CONTRACT PARAMETERS

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. 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 Article VIII.

B. Contract

The successful Contractor will execute a Site Lease, Sublease, and Lease-Leaseback Agreement as set forth in Article VII. The Contractor shall be required to submit Schedule of Values.

C. Scope of the Fee Proposal

1. Preconstruction Services

The first component of the fee proposal shall include a proposed not-to-exceed amount to perform preconstruction services, to be compensated on a time and materials basis with the preconstruction period from September 3, 2024 through the start of construction. At the conclusion of preconstruction, the contractor will propose a Guaranteed Maximum Price (“GMP”) for the project, which District administration will present to the Board of Trustees for approval on November 5, 2024.

2. General Conditions Fee

The second component of the fee proposal shall include general conditions and general requirements, including but not limited to 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 beginning from the District’s issuance of a notice to proceed through substantial completion of the Project.

The General Conditions Fee shall be made as one monthly fee for the whole Project. Contractors are encouraged to stage construction on the project with any project savings resulting from said staging 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 of the office labor costs, fringe benefits, bonds, insurance, overhead and profit, and all other expenses the Contractor will incur in providing the work.

For purpose of this RFQ/P, the Construction Fee will be evaluated based on the District’s estimated construction costs of **\$2.3 million** for the Project. Once the construction cost is determined, the successful Contractor’s Construction Fee will be applied to the actual base construction cost to determine the dollar amount Contractor will be paid as its fee. The Construction Fee shall **not** be

applied to the General Conditions Fee or to any work that is self-performed by the selected Contractor.

IV. SCOPE OF WORK

A. Scope

The Scope of Work includes but is not limited to the modernization of existing building 'c' kitchen, (1) all gender staff restrooms, (1) girls restroom and (1) boys restroom, and related site improvements

B. Project Schedule

It is anticipated that a Notice to Proceed will be issued **November 11, 2024** and is expected to involve a 9-month construction timeframe. Additional details will be provided in the Project Documents.

C. Cost Estimate

The District estimates that the construction only cost of this project will be **\$2.3 million**.

This estimate is based solely on the Architect's most recent estimate

D. Pre-Construction Services

As part of the scope of the Lease-Leaseback Agreement, Contractor shall undertake the following pre-construction services starting September 3, 2024.

1. In consultation with Architect and District staff, review design documents for constructability, scheduling, clarity, consistency, and coordination.
2. Provide a detailed cost estimate of the Project broken down by individual sites/buildings, and the total estimated cost for the entire Project.
3. Undertake a value engineering analysis by building, utility, and on-site infrastructure work and prepare a report with recommendations for reducing construction cost for each project scope included in the project. Perform a constructability review of plans and specifications for each building included in the project.
4. Provide public notice of availability of work to be subcontracted and present a proposed Total Sublease Amount to the Board of Trustees 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. The Scope of Work includes but is not limited to the modernization of existing building 'c' kitchen, (1) all gender staff restrooms, (1) girls restroom and (1) boys restroom, and related site improvements
2. Coordinate and expedite record drawings and specifications.
3. Compile operations and maintenance manuals, warranties/guarantees, and certificates.
4. Prepare final accounting and close-out reports (including DSA closeout with certification).
5. Assist the District and Architect in providing cost estimates as requested by the District.
6. Other responsibilities 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 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). This process shall include prequalification for electrical, mechanical, and plumbing subcontractors. The process must also comply with the DVBE requirements of Education Code section 17076.11. All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100).

V. PROPOSAL FORMAT

Proposals must be clear, concise, complete, well organized, and demonstrate the Contractor's ability to follow instructions. An original plus five (5) printed 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:

proposals@trusd.net.

Bidders shall include a cover page, table of contents and detailed summaries of Public Works Projects, using the form provided in Exhibit B. Your list of subcontractors and the certifications and acknowledgments described in Subsection G below 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.

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, which cover page shall set forth the RFQ/P'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 and Licensing

Provide a summary of Contractor's financial ability to complete the Project (including adequate bonding capacity). For purposes of bonding, expect the construction costs of the Project to be in excess of \$2.3 million.

2. Disputes

Contractor must provide 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 and Bonding

Attach a Certificate of Insurance 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. Errors and omission insurance with limits of at least \$1,000,000.
- c. Workers compensation insurance as required by California law.
- d. Builder's Risk/Course of Construction: Contractor shall obtain and maintain Builders Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis, including earthquake and flood. The District shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) "Installation Floater" coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to the District to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to District.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.
- e. Additional Insured 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. 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.

5. Timely Project Completion

Contractors must provide information about all public works projects completed in the last twenty-four months and all DSA-approved California K-12 and community college projects completed in the last thirty-six months. The information must be completed in the format attached to this RFQ/P as **Exhibit B** (Public Works Projects Summary). Contractors must indicate the delivery method of each project. The District will only consider projects completed by the legal entity submitting the proposal.

6. Process Used in Pre-Construction Services

- a. Input to and review of design and construction documents, constructability review – not code level plan checks - for clarity, consistency, coordination, schedule, phasing, budget - (one formal Constructability report for the project expected after DSA submission). Backchecks to be performed once design team has addressed review comments and prior to DSA approval for each project. The LLB Entity will work collaboratively during the design process with the

district staff, the Architect and the CM, as applicable. The LLB Entity shall include the building design team in the preconstruction process for the assistance with the site adapt approvals. The LLB Entity should provide input on construction methodology and detailing based on the goals and objectives of the design to incorporate the strengths of their team. The LLB Entity may need to perform site investigation to confirm utilities and other infrastructure impacted or incorporated into the design to confirm location and or condition at the District's discretion. The LLB Entity is to include a Pre-construction **allowance amount of \$50,000.00** for the project to be used on a time and material basis for site investigation, to be used at the District's discretion. Include the equipment rates and labor rates for the possible positions necessary to perform this work. Any unused allowance amount will be returned to the District via a deductive amendment to the Facilities Lease Agreement.

- b. Attend regular meetings (bi-weekly) with the Design Team and District Representatives. The LLB Entity will be required to include the Building Design Team at a minimum of two (2) meetings per month during the design phase.
- c. Provide a detailed Construction CPM schedule that identifies the critical path for the project or if the project is incremental for each increment. A minimum of one week of float for the Owner's use needs to be identified.
- d. Develop Scopes of Work for the different trade contractors and advertise for bids to obtain a minimum of 3 bids for each trade package. The solicitations for bids must establish reasonable qualification and selection criteria and standards, including any required prequalification, and the subcontracts shall be awarded in accordance with the stated qualification and selection criteria and standards. It is also the District's goal to obtain a minimum participation of 20% of the Direct Cost of the Work from local (within District boundaries) subcontractors and suppliers. LLB Entity will review bids received and identify associated "zip codes" for location of business address and business owner home address, and prepare initial and final GMP binder. LLB Entity will also ensure this requirement is noted on their advertisement for bids. DVBE goal of 3% participation is required to meet State Funding requirements.
- e. When the project includes a Prefabricated and/or Modular Building, the District expects the LLB Entity to engage with the building supplier during the Preconstruction Phase to seek input. Any costs associated with Prefabricated Modular Building Company input will be included in the LLB Entity's Preconstruction Phase cost.
- f. Develop the proposed Guaranteed Maximum Price (GMP) and proposed lease payment schedule. The GMP proposal shall include the written rationale for the price and objectively verifiable documentation of the costs to perform the services under the Facilities Lease, including documentation of the costs to perform any subcontract work reserved to a designated subcontractor in the Proposal. Undertake value engineering analysis and prepare reports with recommendations to the District to maintain established construction budget. The LLB Entity must submit an electronic, PDF, book-marked copy of the binder to include all required information as noted above.

7. Related Project Experience

List 5 to 10 *related* projects your firm has completed in the last five years for public school districts, totaling \$1M+ per project. Include experience working on related projects for the Twin Rivers Unified School District.

8. 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.

9. Project Team

Identify key team members for the Project, including at a minimum the proposed project manager, project, site supervisor, clerk, assistant, and project administrator (see **Exhibit D**), and provide their respective job titles, qualifications, K-12 experience, and years with the firm. Provide an organization chart for the project. The successful Contractor shall be committed to using the proposed team for the Project. Failure to identify all team members may result in a reduction of the Contractor's qualification best value score.

Any changes to the proposed project manager, site supervisor, project clerk, assistant, or project administrator must be approved in writing in advance by the District.

The successful Contractor shall be committed to using the proposed team for the Project. Any changes to the proposed project manager, site supervisor, project clerk, assistant, or project administrator 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 educational client references. References must include:

- a. Name, address, telephone number, and a contact person of the project owner.
- b. Name, address, telephone number and a contact person for the architect 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 B.5 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 in a timely manner, providing substantial completion **by July 31, 2025**. Contractors are also encouraged to identify strategies for staging of the Project to minimize expenses.

D. Fee Proposal

Contractors must submit their fee proposal (as part of their sealed proposal) using the District's Lease-Leaseback Proposal Form attached hereto as **Exhibit C**. Contractors are required to itemize Leaseback Proposal Form.

E. 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.

Contractor will be required to list each of the twelve (12) criteria listed in Section VI-A 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.

F. 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.

VI. SELECTION PROCEDURE 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 (250 points)**

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 two hundred fifty (250) 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 **250 points**. The criteria and their corresponding point values are as follows:

- 1. Financial History and Licensing:** Contractors will receive up to **15 points** based on the firm’s financial ability to complete the Project. A prior bankruptcy in the last 5 years will result in a deduction of 5 points. A license suspension may result in a deduction up to 10 points depending on the explanation provided.
- 2. Disputes:** Contractors will receive up to **10 points** based on 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 stop notice resulted in a claim.
- 3. Non-Owner Initiated Change Orders.** District will consider the value of non-owner initiated change orders for public works projects. **20 points.**
- 4. Insurance and Bonding:** Contractors will receive up to **15 points** based on factors such as insurance refusal to renew, denied coverage by surety, and bonding capacity.
- 5. Safety and Compliance with Law:** Contractors will receive up to **10 points** based on factors such as prior CAL and Federal OSHA violations, EPA, Air Quality or RWQCB citations, safety meeting.

- a. frequency, adequacy of the Contractor's injury illness prevention program, Experience Modification Rate, and workers' comp insurance lapse in last five years.
- 6. Timely Project Completion:** Contractors will receive up to **15 points** for demonstrated ability to deliver projects on time. Failure to substantially complete projects by the contractual completion date will result in point deductions.
- 7. Pre-Construction Services:** Contractors will receive up to **50 points** on the process used in completing pre-construction services including value engineering, constructability, construction estimating, scheduling, and working with District staff and project architect.
- 8. Related Project Experience:** Contractors will receive up to **5 points** for each related public works project over \$1,000,000 successfully completed in the last 5 years, with consideration given for occupied school sites for school districts. Max possible score: **20 points**
- 9. Logistics Plan:** Contractors will receive up to **30 points** based on a detailed plan for managing site access and egress to minimize disruptions to school operations and neighboring properties. Outline strategies for receiving, storing, and distributing construction materials to ensure timely delivery without compromising safety or causing congestion. Please include your process for updating the logistics plan as the project progresses.
- 10. Skilled and Trained Workforce Plan:** Contractors will receive up to **15 points** based on experience and the plan to meet skilled and trained workforce requirements. Please explain how you dealt with non-compliant subcontractors on past projects if applicable.
- 11. Project Team:** Contractors will receive up to **50 points** based on the total experience of the proposed full-time Project team including the Project Manager(s), Site Supervisor(s) Project Clerk, Assistant and Field Administrator(s), by evaluating each individual team member's K-12 experience and years with the firm.

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 portion 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 on the basis of 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 one (1) point for every \$10,000 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 amount of points.

C. Interview (50 points)

The interview portion of the best value analysis will be scored on a fifty (50) point scale. The week of **August 15, 2024**, exact date and time to be determined, the District will interview up to five contractors who receive the highest scores based on the District's preliminary best value analysis as outlined above. Contractors will be contacted by the District to schedule the specific time and location of the interview. The interview will consist of a 20 minute question-and-answer period. The District reserves the right to conduct follow-up interviews if it so chooses.

D. Total Best Value Score (400 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 best value score. District will then rank all Contractors based on each Contractor's best value score. The Contractor with the highest best value score (highest combined point total from the qualifications, fee proposal analysis 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, for Board approval on October 15, 2024 (dates are estimated).

VII. AWARD

Based upon the final scores, the Board is expected to approve the selection of the Best Value contractor at its regular meeting on **August 27, 2024**. The District will issue a statement regarding the basis of the 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/P. 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.

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.

VIII. GENERAL INFORMATION

A. Amendments

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

B. Non-Discrimination

The District does not discriminate on the basis of 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/P 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.

Education Code section 17407.5; Public Contract Code sections 2600 et seq.

Compliance with Education Code section 17407.5 and Public Contract Code sections 2600 et seq. is required for this Project. In accordance with those statutes, the District will not enter into any Site Lease or Facilities Lease with the LLB Entity under Education Code section 17406 unless and until the LLB

Entity provides to District, in a form acceptable to District's Board, an enforceable commitment that a) the LLB Entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project that falls within an apprentice able occupation in the building and construction trades, and b) the LLB Entity will provide the District with a monthly report of its compliance with the skilled and trained workforce requirements. The LLB Entity must commit to ensure that the apprenticeship program graduate percentage will be met in every month in which work will be performed. The required commitment to the District's Board shall be one of the following: a) the LLB Entity's certification and agreement in accordance with the California False Claims Act, Government Code sections 12650 through 12656, that the LLB Entity and its subcontractors at every tier will comply with the requirements of Education Code section 17407.5 and Public Contract Code sections 2600 et seq. and that the LLB Entity will provide the District's Board, on a monthly basis while the Project is being performed, a report demonstrating that the LLB Entity and its subcontractors are in compliance with these requirements; or b) evidence that the LLB Entity has entered into a project labor agreement that includes the requirements of Education Code section 17407.5 and Public Contract Code sections 2600 et seq. and that will bind the LLB Entity and all its subcontractors at every tier performing on the Project

F. Limitations

This RFQ/P does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFQ/P, or to procure or contract for work. The District reserves the right to waive any irregularities in the proposals received pursuant to this RFQ/P, 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 SCORING SHEET

Contractor Scoring Sheet

1. Financial History & Licensing (Maximum Possible Score 15)

District will consider the Contractor's financial ability to complete the Project. A 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.

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

2. Disputes (Maximum Possible Score 10)

District will consider 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 stop notice resulted in a claim.

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

3. Non-Owner Initiated Change Orders (Maximum Possible Score 20)

District will consider the value of non-owner-initiated change orders for public works projects.

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

4. Insurance and Bonding (Maximum Possible Score 15)

District will consider factors such as insurance refusal to renew, coverage denied by surety, and bonding capacity.

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

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

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

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

6. Timely Project Completion (Maximum Possible Score 15)

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

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

7. Pre-Construction Services Process (Maximum Possible Score 50)

Contractors will receive up to fifty (50) points on the process used in completing pre-construction services, including value engineering, constructability, construction estimating, scheduling, and working with District staff and the project architect.

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

8. Related Project Experience (Maximum Possible Score 20)

Contractors will receive up to 5 points for each related project over \$1M successfully completed in the last 5 years, with consideration given for occupied school sites for school districts, up to a total of twenty (20) points.

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

9. Logistics Plan (Maximum Possible Score 30)

Contractors will receive up to **30 points** based on a detailed plan for managing site access and egress to minimize disruptions to school operations and neighboring properties. Outline strategies for receiving, storing, and distributing construction materials to ensure timely delivery without compromising safety or causing congestion. Please include your process for updating the logistics plan as the project progresses.

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

10. Skilled and Trained Workforce Plan (Maximum Possible Score 15)

Contractors will receive up to fifteen (15) points based on experience and the plan to meet skilled and trained workforce requirements. Please explain how you dealt with non-compliant subcontractors on past projects if applicable.

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

11. Project Team (Maximum Possible Score 50)

Contractors will receive up to fifty (50) points based on the total experience of the Project team. team including the Project Manager(s), Site Supervisor(s) Project Clerk, Assistant and Field Administrator(s), by evaluating each individual team member's K-12 experience and years with the firm.

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

12. Total Qualifications Score (Sum of 1 - 11) – 250 points maximum

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

13. Price Proposal (Maximum 100 Points)

In the following table, enter all proposing Contractors and the total points received from the price 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, and those points will be assigned as described in the Price Proposal of the RFQ.

| CONTRACTOR | PRICE PROPOSAL | POINTS AWARDED |
|-------------------|-----------------------|-----------------------|
| | | 100 |
| | | |
| | | |
| | | |
| | | |

14. Best Value Score

In the following table, enter all proposing Contractors, their scores from the qualifications and fee proposal evaluations, and their total combined score. The total combined score is the Contractor’s “best value score.”

| CONTRACTOR | QUALIFICATIONS POINT TOTAL | PRICE PROPOSAL POINT TOTAL | QUALIFICATIONS AND PRICE PROPOSAL COMBINED TOTAL |
|-------------------|-----------------------------------|-----------------------------------|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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.

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 K-12 and community college projects completed in the last 36 months **on this form**. 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 of the following information for each public works project:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number): _____

For K-12 public works projects, please indicate delivery method, if hardship funded, and if it involved construction of new elementary schools:

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): _____

Value of Owner Requested Change Orders: _____

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: _____

Amount of Liquidated Damages Assessed: _____

Separately, please identify all subcontractors Contractor has used with offices located in Sacramento and adjacent Counties, including the name, address, and point of contact.

EXHIBIT C

Lease-Leaseback Proposal Form

OWNER: Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

CONTRACTOR: _____

PROJECT: MADISON ELEMENTARY SCHOOL KITCHEN MODERNIZATION
PROJECT

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/P, all addenda, and all Contract Documents for the Project, 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/P 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 III(B)(1) of the RFQ/P with preconstruction services to cover from August 21, 2024 through the start of construction.

Preconstruction Fee \$ _____ (lump sum)

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

Monthly General Conditions Fee: \$ _____ per month (Based on 9 month duration).

Total General Conditions Fee: \$ _____ (Monthly fee multiplied by 9).

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

Construction Fee: _____% (Est. construction cost for the Project = \$2.3 Million).

Total Construction Fee: \$_____. (Construction Fee % x \$2.3 Million)

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

i. 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 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/P and the Agreement.

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

Authorized Signature

Date

Printed or Typed Name

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 up to 7 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
- Temporary Lighting
- Drinking Water & Ice
- Storm Water Control
- SWPPP Plan, Compliance, Monitoring, and BMP Implementation
- Material Handling
- Continuous Clean-up
- Final Cleanup (Sub)
- O & M Manuals
- Close-Out Admin.
- Security System
- Security System Monitoring
- Copy, Fax, Printer machine
- Personal Computer w/wifi
- Software License
- Temporary toilets
- Temporary electricity, heat, and water

Supervision

- Project Manager (1)
- Full-time On-Site Superintendent (1)
- Project 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/P]

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: TWIN RIVERS UNIFIED SCHOOL DISTRICT

Project: MADISON ELEMENTARY SCHOOL KITCHEN MODERNIZATION PROJECT

Twin Rivers Unified, Sacramento 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: _____, 2024

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: TWIN RIVERS UNIFIED SCHOOL DISTRICT

Project: MADISON ELEMENTARY SCHOOL KITCHEN MODERNIZATION PROJECT

Twin Rivers Unified, Sacramento 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 of 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 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 _____, 2024, at _____, California.

Name: _____

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> |
| | | |
| <i>By (Authorized Signature)</i> | | |
| | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed:</i> | , 2024 | <i>Executed in</i> |
| | | |

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> , 2024 |
| <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/P]

Business entities entering into 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. Have 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 its 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 is 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. 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: _____, 2024

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 come into contact with 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 or sole proprietor 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 penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____, 2024 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 of 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 of 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 carry out 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

Signature

Print Name

PROOF OF REGISTRATION WITH DIR
(to perform work under Labor Code § 1725.5)