



**REQUEST FOR SEALED PROPOSALS
FOR LEASE-LEASEBACK CONSTRUCTION SERVICES**

TERRY BRADLEY EDUCATIONAL CENTER

SEALED PROPOSAL SUBMISSION DEADLINE

Seven hard copies and a thumb drive with an electronic copy of the completed proposal, along with all required supporting documentation, are to be sealed and **mailed or hand-delivered and received by the District before 4:00 p.m. on September 21, 2021** (“Sealed Proposal Submission Deadline”) to:

Purchasing Department, District Office West
Clovis Unified School District
1450 Herndon Ave.
Clovis, CA 93611

Proposals received via email, facsimile, or other electronic transmission will not be considered.

The label on the sealed package shall state: (1) the respondent’s name and (2) “Sealed Proposal: Terry Bradley Educational Center”.

District will return unopened any proposal that is not submitted in accordance with the above time and date. District reserves the right to modify the time and/or date stated above by addendum.

PLEASE SEE CRITICAL DATES ON TABLE A

Clovis Unified School District

Contact Person: Denver Stairs, Assistant Superintendent of Facility Services
1450 Herndon Avenue, Clovis, CA 93611
Phone No.: (559) 327-9265
Email: DenverStairs@cusd.com

**REQUEST FOR SEALED PROPOSALS (“RFP”)
FOR LEASE-LEASEBACK CONSTRUCTION SERVICES**

TERRY BRADLEY EDUCATIONAL CENTER

**PART 1
INTRODUCTION**

Clovis Unified School District (“**District**”) is a California public school district operating schools in the City of Fresno and City of Clovis, Fresno County, California. It is the fourteenth largest school district in California and enrolls over 43,000 students in grade levels pre-kindergarten through 12th grade.

The Governing Board (“**Board**”) of the District is seeking proposals from qualified providers of lease-leaseback construction services (“**contractors**”) for the construction of the Terry Bradley Educational Center (“**Project**”). The Project will be awarded by the Board to the contractor determined to provide the best value under the provisions of Education Code section 17406 *et seq.*

This RFP contains the following parts:

Part 1: Introduction

Part 2: Project Information and RFP Instructions

- I. Critical Dates
 - Table A – RFP Timeline/Deadline
- II. Project Description, Plans, and Specifications
- III. Contract Parameters
- IV. Scope of Work
 - Table B – Pre-Construction and Construction Timeline
- V. Format and Contents of Proposal, and Selection Process
 - Table C - Proposal Part I: Written Responses and Documents
 - Table D - Proposal Part II: Interview
- VI. Award
- VII. General Information

Part 3: Exhibits

- A – General Conditions and General Requirements
- B – Lease-Leaseback Proposal Form
- C-1 – Workers’ Compensation Certificate
- C-2 – Sufficient Funds Declaration
- C-3 – Non-Collusion Declaration
- C-4 – Iran Contracting Act of 2010 Certification
- C-5 – Fingerprinting Notice and Acknowledgement
- C-6 – Drug-Free Workplace Certification

PART 2
PROJECT INFORMATION AND RFP INSTRUCTIONS

I. CRITICAL DATES

The following timeline/deadlines shall apply to the prequalification of contractors and this Request for Sealed Proposals (“RFP”). The District reserves the right to modify any of the dates, times, and locations stated below. If there are modifications to any of the dates, times, and locations related to this RFP, District will provide written notice to those contractors who have prequalified to submit proposals to this RFP.

NOTE: The timeline/deadline listed in Table A is the same as that in the Contractor Prequalification Application.

TABLE A: PREQUALIFICATION AND RFP TIMELINE/DEADLINE

No.*	Timeline/Deadline	Description	Submission/Meeting Location
A	08/16/2021, Monday	Prequalification Application Project Specific Issuance Date	Not applicable
A	08/19/2021, Thursday <u>before 4:00 p.m.</u>	Questions Submission Deadline Regarding Prequalification Application	Via email only to: DenverStairs@cusd.com
A	08/20/2021, Friday	District Responses to Questions/ Clarifications and Addenda Regarding Prequalification Application	Not Applicable
D	08/20/2021, Friday	RFP Issuance/Posting Date	Not applicable
A	08/25/2021, Wednesday <u>before 4:00 p.m.</u>	Prequalification Application Submission Deadline <i>(7 hard copies and thumb drive with electronic copy; must be mailed or hand-delivered and received by District pursuant to deadline stated in the second column; application received via email, facsimile, or other electronic transmission will not be considered)</i>	Purchasing Department, District Office West 1450 Herndon Ave. Clovis, CA 93611
A	08/27/2021, Friday	List of Prequalified Contractors Posted	Not applicable
B	09/07/2021, Tuesday commencing at 11:00 a.m.	Mandatory Project Meeting <i>(for contractors that prequalified to submit proposals to the RFP)</i>	Large Conference Room, Technology Building (2 nd Floor) 1670 David E. Cook Way Clovis, CA 93611
C	09/13/2021, Monday <u>before 4:00 p.m.</u>	Questions Submission Deadline Regarding RFP	Via email only to: DenverStairs@cusd.com
C	09/16/2021, Thursday	District Responses to Questions/ Clarifications and Addenda Regarding RFP	Not applicable
D	09/21/2021, Tuesday <u>before 4:00 p.m.</u>	Sealed Proposal Submission Deadline	Purchasing Department, District Office West 1450 Herndon Ave. Clovis, CA 93611
E	09/24/2021, Friday	Short List Interview Date	Large Conference Room, Technology Building (2 nd Floor) 1670 David E. Cook Way Clovis, CA 93611
F	10/06/2021, Wednesday commencing at 6:30 p.m. (Regular Board Meeting)	Selection of Contractor by Board	Professional Development Building, Boardroom 1680 David E. Cook Way Clovis, California

*The letters listed in this column correspond to the provisions on the next page.

- A. **PREQUALIFICATION APPLICATION SUBMISSION (PROJECT SPECIFIC):** Please see Contractor Prequalification Application for Lease Leaseback Construction Services, which may be obtained from the District's website or by contacting the Contact Person stated on the cover page of this RFP.
- B. **MANDATORY PROJECT MEETING:** A mandatory project meeting will be held at the time and date stated above in Table A. **All contractors that have prequalified to submit proposals to this RFP must attend this mandatory project meeting. Contractors who do not attend the mandatory project meeting will not be permitted to submit proposals and District will return unopened the proposal.**
- C. **QUESTIONS REGARDING RFP/RESPONSES:** All questions or requests for explanation or clarifications of any kind with regard to this RFP or the Project must be made in written form, and **submitted via email to Denver Stairs, Assistant Superintendent of Facility Services, at DenverStairs@cUSD.com**. The District will not respond to any questions or requests for explanation or clarifications that the District does not receive in accordance with the Questions Submission Deadline Regarding RFP stated in Table A. The District will respond to questions in writing in the form of one or more addenda to this RFP on or before the date stated above in Table A for District Responses to Questions/Clarifications and Addenda Regarding RFP. Only those responses that are set forth in writing in an addendum shall be effective.
- D. **SEALED PROPOSAL SUBMISSION:** All proposals shall be sealed and submitted to the District in accordance with the Sealed Proposal Submission Deadline and to the location stated in Table A. Each proposal shall be completed in all respects as required by the instructions herein. The District may reject a proposal if it is incomplete or contains inaccurate information. **Proposals must be delivered and received by the District in accordance with the date, time, location, and instructions on the cover page of this RFP. The District will not consider any proposals that are submitted via email, facsimile, or other electronic means. District will not accept, and will return unopened to the respondent, any proposal that is not submitted in accordance with the date, time, and location stated on the cover page of this RFP.**
- E. **SHORT LIST INTERVIEW/ADDITIONAL INTERVIEWS:** On the Short List Interview Date stated in Table A, District will interview the top contractors who receive the highest scores based on the District's best value analysis as outlined below. District will contact the contractors to schedule a specific time for the interview. District reserves the right to conduct one or more additional interviews, the date and time of which will be provided to contractor(s) if the District determines to conduct such additional interview(s).
- F. **SELECTION OF CONTRACTOR BY BOARD:** The Board of the District plans to select a contractor for the Project at its regular board meeting on the date stated in Table A for Selection of Contractor by Board. The District reserves the right to postpone or cancel this selection.

II. PROJECT DESCRIPTION, PLANS, AND SPECIFICATIONS

NOTE: The information set forth below is the same as that in the Contractor Prequalification Application.

- A. **PROJECT LOCATION:** The Project involves the construction of a new comprehensive educational center along with corresponding on-site and off-site improvements. The Project site is located between Leonard and Highland Avenues north of McKinley Avenue in the sphere of influence of the City of Fresno, County of Fresno, California.
- B. **PROJECT DESCRIPTION:** The Project will be built in three phases: (1) Phase 1 – Offsite Work; (2) Phase 2 - Middle school (7th and 8th grade levels) and common buildings shared between the middle and high school; and (3) Phase 3 - High school (9th through 12th grade levels). The elementary school (kindergarten through 6th grade levels) will NOT be included as part of the Project.
- C. **PROJECT ARCHITECT/PLANS AND SPECIFICATIONS:** District has selected SIM-PBK as its architect for the Project ("**Architect**"). District anticipates the plans will be approved by the Division of the State Architect ("**DSA**") on or about June 2023 for the middle school and on or about January 2025 for the high school (see Table B – Preconstruction and Construction Schedule below).

III. CONTRACT PARAMETERS

NOTE: The information set forth below in Subsection A is the same as that in the Contractor Prequalification Application. In Subsection B, information has been added, requiring each contractor that is submitting a proposal to this RFP to review and submit any changes to the Agreement. Subsection C contains new information that were not in the Contractor Prequalification Application regarding the scope of the fee proposal.

A. PROPOSED BUDGET

1. The District will require an open book policy with the selected 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 by increment in the Schedule of Values.
2. 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. A District representative will be allowed to participate in the subcontractor bid process.
3. 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. The selected contractor shall provide a skilled and trained workforce in compliance with Education Code section 17407.5 and Public Contract Code sections 2600-2602.

B. CONTRACT: The selected contractor will execute a Site Lease, Sublease, and Lease-Leaseback Agreement ("**Agreement**"). An electronic copy of the Agreement will be provided to each contractor that prequalifies to submit a proposal to this RFP. **Each prequalified contractor shall carefully review the Agreement and indicate in redlined any changes that the contractor requests be made to the Agreement. Only the requested changes shall be considered by the District.** The redlined Agreement shall be submitted at the same time as the contractor's proposal in accordance with the Sealed Proposal Submission Deadline to the location stated in Table A.

C. SCOPE OF THE FEE PROPOSAL

1. **Preconstruction Services Fee:** 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.
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 for a phase through substantial completion of that phase.

The General Conditions Fee shall be made as one monthly fee for the 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. Any cost savings achieved by staging or by completion of an increment will result in a credit to the District in the amount of the reduced expenses by change order.

As set forth in the 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, finance costs, overhead and profit, and all other expenses the contractor will incur in providing the work. Each contractor shall provide a deductive alternate for the cost of insurance if the District provides coverage through OCIP (see the Lease-Leaseback Proposal Form, **Exhibit B**).

For purpose of this RFP, the Construction Fee will be evaluated based on the District’s estimated construction costs of the Project. Once the construction cost is determined, the successful contractor’s Construction Fee will be applied to the actual base construction cost for each increment 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.

Owner-Controlled Insurance Program: The District is considering the implementation of an owner-controlled insurance program for Project. If an OCIP is implemented, the following shall apply:

1. The Construction Fee will be reduced to reflect cost savings associated with contractor’s reduced insurance costs.
2. During preconstruction, the contractor shall prepare and submit to the District a report that identifies cost savings (including all cost savings achieved by subcontractors).
3. The contractor shall cooperate with any selection criteria imposed by the insurance carrier for the OCIP.

Alternatively, the District may also consider a Contractor Controlled Insurance Program (“**CCIP**”). Contractors are encouraged to provide more information about the possibility of CCIP as part of the proposal (see Item No. 2 in Table C).

IV. SCOPE OF WORK

NOTE: The information set forth below in Subsections A through F is the same as that in the Contractor Prequalification Application.

A. SCOPE OF WORK: The scope of work includes all material, labor, equipment and services necessary to do all work shown on the drawings and called for in the plans and specifications. The scope of work includes preconstruction and construction services on the Project. The estimated construction cost for the Project (including all three phases) is \$300,000,000.

B. PRECONSTRUCTION AND CONSTRUCTION SCHEDULE: The District anticipates the following schedule for preconstruction and construction of the Project, which schedule is subject to changes:

TABLE B: PRECONSTRUCTION AND CONSTRUCTION SCHEDULE

Timeline	Phase 1 Offsite Work	Phase 2 Middle School	Phase 3 High School
10/2021 – 09/2023		Preconstruction Services	
01/2022 - 06/2023	Preconstruction Services		
03/2023	DSA Approval of Plans		
06/2023	Notice to Proceed	DSA Approval of Plans	
10/2023		Notice to Proceed Issuance	
10/2022 – 04/2025			Pre-Construction Services

Timeline	Phase 1 Offsite Work	Phase 2 Middle School	Phase 3 High School
06/2024	Completion		
08/2024	District Occupation		
01/2025			DSA Approval of Plans
05/2025			Notice to Proceed Issuance
06/2025		Completion	
08/2025		District Occupation	
06/2027			Completion
08/2027			District Occupation

Time is of the essence and liquidated damages will be enforced in accordance with the Agreement.

D. PRECONSTRUCTION SERVICES: As part of the scope of the Agreement, the selected contractor shall undertake the pre-construction services for the Project, including the following:

1. In consultation with Architect, review design documents for constructability, scheduling, clarity, consistency and coordination. Contractor will participate in a minimum of five meetings on-site at the District's office for each phase, resulting in a minimum of 15 on-site meetings for each of the three phases of the Project.
2. Undertake a value engineering analysis and prepare a report with recommendations for reducing construction cost for each phase.
3. Perform a constructability review of plans and specifications to ensure buildability of the Project.
4. Provide recommendations as to the detailed construction timeline and scope of each phase.
5. Provide public notice of availability of work to be subcontracted and present a proposed Total Sublease Amount for each phase to the Board for approval.

E. CONSTRUCTION AND POST-CONSTRUCTION SERVICES: The selected 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.
3. Compile operations and maintenance manuals, warranties/guarantees, certificates, and as-builts.
4. Prepare final accounting and close-out reports.
5. Assist the District and Architect in providing actual construction costs for each increment.
6. Other responsibilities necessary for the completion of the Scope of Work of the Project in accordance with the plans and specifications.

The selected contractor must have a valid California contractor's license, classification B – General Building Contractor.

F. SUBCONTRACTORS: All subcontractors who will perform more than 0.5% of the construction work must be selected by a competitive bidding process as described in Education Code section 17406(a)(4). The selected contractor shall establish reasonable qualification criteria and standards for subcontractors and shall provide public notice of availability of work to be subcontracted for each phase 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. The process shall include prequalification of all mechanical, electrical and plumbing subcontractors. The District shall be allowed in the contractor's bid room during bid opening. All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100).

V. FORMAT AND CONTENTS OF PROPOSAL, AND SELECTION PROCESS

All proposals submitted in response to this RFP must comply with the instructions set forth below. The District reserves the right to not consider any proposal or reduce a contractor's score for failure to follow these instructions.

A. FORMAT AND COPIES/SUBMISSION

- 1. Length and Font:** The sealed proposal must be clear, concise, complete, well organized, and demonstrate the contractor's ability to follow instructions. **Each proposal must be no more than 100 single-sided pages in total length, excluding the list of construction projects for Item 4 in Table C, and shall use a font size no less than 12 points in Times New Roman font.**
- 2. Required Forms:** Each respondent shall use the forms set forth in this RFP. The District may reject any proposal that does not use such forms.
- 3. Order and Format:** All respondents must follow the order and format specified below in Subsection B below. Each section of the proposal shall correspond to the letters/headers shown in Subsection B.
- 4. Sealed Proposal; Number of Paper and Electronic Copies:** Each contractor shall submit its sealed proposal in accordance with the instructions stated on the cover page of this RFP.
- 5. Costs.** Each respondent is solely responsible for its costs to respond to this RFP, including costs associated with preparation and submission of the proposal, and expenses for travel to the interview(s) or other meeting(s). In no event will District pay or reimburse a respondent or other party for any such costs or expenses.
- 6. Exceptions:** If a respondent has any exceptions, limitations, or reservations to any term or requirement in this RFP, the respondent shall clearly state so in its proposal.

B. CONTENTS OF PROPOSALS AND SELECTION PROCESS

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

Contractors are solely responsible for providing all information required under this RFP, including information to permit District to score the proposal in accordance with the provisions of this RFP.

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:

1. A review and selection committee composed of key District officials will review and evaluate all proposals and interview contractors.
2. 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 RFP, proposals may be subject to disclosure in accordance with applicable law.
3. For the qualifications and experience portion of the best value analysis, the District will consider the responses provided in each contractor's proposal and, where applicable, the prequalification application.

4. **Best Value Score/Ranking:** The District will combine the total points of the Proposal Part I and Proposal Part II to calculate each contractor's Best Value Score. The contractor with the highest Best Value Score (highest combined total points of Proposal Part I and Proposal Part II) 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.

BEST VALUE SCORE (sum of Proposal Part I and Proposal Part II): 300

TABLE C - PROPOSAL PART I: WRITTEN RESPONSES AND DOCUMENTS

Each contractor's proposal to this RFP shall contain a table of contents that lists Items No. 1 – 11 in the order listed below in Table C. Each contractor will receive points based on the scoring criteria in column C up to the points stated in column D.

<u>A</u> Item	<u>B</u> Contents Required in Proposal	<u>C</u> Scoring Criteria	<u>D</u> Points
1	<p>Cover Page and Table of Contents The cover page shall set forth the following: (1) the RFP's title (Terry Bradley Educational Center) and submittal due date (see Sealed Proposal Submission Deadline stated above in Table A); (2) the name and address of the responding contractor (or contractors if there is a joint venture or association), and (3) the name and title of a contact person and his/her email address, fax number, and telephone number. As stated above, the table of contents shall list Items No. 1 through 11 in the order listed in this RFP.</p>	This item is not scored.	0
2	<p>Insurance Each contractor shall attach a letter from contractor's insurance company indicating the contractor's ability to obtain the following insurance throughout the term of the Agreement:</p> <ul style="list-style-type: none"> a. Limits of coverage which are at a minimum \$5,000,000 per occurrence and \$10,000,000 aggregate for commercial general liability insurance. b. Limits of coverage for commercial automobile liability insurance which are at a minimum \$2,000,000 combined single limit for owned and non-owned vehicles. c. Errors and omission insurance with limits of at least \$1,000,000. If this insurance is written on a claims-made basis, it shall provide coverage for at least three years following the completion of the Project. d. Workers compensation insurance as required by California law and employer's liability insurance of at least \$1,000,000. e. Builder's risk at an amount that at least equal to the full replacement cost of the Project. f. Aggregate products/complete operations aggregate of at least \$2,000,000 per occurrence, \$4,000,000 aggregate g. Contractors pollution liability of at least \$2,000,000 per occurrence, \$4,000,000 aggregate 	The District will not consider any contractor that cannot provide a letter from its insurance company(ies) indicating that insurance with coverage and policy limits stated in Column B will be issued to the contractor.	Pass/ Fail

A Item	B Contents Required in Proposal	C Scoring Criteria	D Points
	<p>h. Endorsement to the commercial general liability and commercial automobile liability insurance listing the District, its officers, board members, employees and volunteers as additional insured.</p> <p>i. Primary, non-contributory endorsement, amending the commercial general liability policy making user/contractors insurance primary, and the District's insurance non-contributory.</p> <p>j. Waiver of Subrogation endorsement for the commercial general liability and worker's compensation, preventing user/contractor insurance company from pursuing claims against District.</p> <p>The District is considering the implementation of an OCIP policy. As such, these insurance requirements may be subject to change prior to approval of the Total Sublease Amount. If an OCIP is implemented, the Construction Fee will be reduced to reflect cost savings associated with contractor's reduced insurance costs (see deductive alternate in the Lease-Leaseback Proposal Form, Exhibit B). Note that the OCIP policy will NOT include builder's risk insurance. If implemented, the selected contractor must procure builder's risk coverage at full replacement cost and coverage for off-site operations in accordance with the Contract Documents.</p> <p>Contractors are encouraged (but not required) to provide information about possible CCIP coverage, if applicable (see additive alternate in the Lease-Leaseback Proposal Form, Exhibit B).</p>		
3	<p>Payment and Performance Bonds Each contractor shall provide a letter from contractor's surety bond company indicating contractor's ability to obtain a performance bond and payment bond for the Project, each in the amount of \$320,000,000. This amount refers to a single project bonding capacity.</p>	<p>The District will not consider any contractor that cannot provide a letter from its surety company(ies) indicating that payment and performance bonds, each in the amount of at least \$320,000,000, will be issued to the contractor. This amount shall refer to a single project bonding capacity.</p>	Pass/ Fail
4		<p>4A. Projects with Clovis Unified School District: Each contractor will receive points for public works projects that contractor completed for Clovis Unified School District.</p> <p>Scoring to be 2 points for each completed project, up to the points stated in column D.</p>	10

<u>A</u> Item	<u>B</u> Contents Required in Proposal	<u>C</u> Scoring Criteria	<u>D</u> Points
	<p>Construction Projects Each contractor shall provide the information listed below in “Item 4 – Required Information” for all current and all public works projects completed in California within the last 10 years pursuant to a contract between the contractor and Clovis Unified School District or between the contractor and any other public agency where the contract amount (including change orders/amendments) is \$5,000,000 or greater. The public works projects to be listed include those for K-12 school districts as well as public works projects for other public agencies.</p> <p>For the purpose of listing public works projects within the last 10 years, the time of completion shall be calculated from the date that the District issued this RFP. Contractor shall list only public works projects it completed pursuant to a contract that it entered into with the owner of the project as the prime contractor.</p> <p>Each completed project identified in response to this Item will be eligible to receive points for more than one category specified in column C.</p> <p>The District may contact owners and architects on any of the projects that the contractor has listed, up to five public works projects, to allow the District to evaluate client satisfaction with the contractor’s work.</p>	<p>4B. <u>Projects with Other California School Districts:</u> Each contractor will receive points for public works projects that contractor <u>completed for K-12 school districts in California other than Clovis Unified School District.</u></p> <p>Scoring to be 2 point for each completed project, up to the points stated in column D.</p> <p>4C. <u>Projects with Multi-Phases/New School:</u> Each contractor will receive points for public works projects for the construction in phases of new schools in California. This involves public works projects for Clovis Unified School District and other K-12 school districts in California.</p> <p>Scoring to be 5 points for each completed project, up to the points stated in column D.</p> <p>4D. <u>Projects for Construction of New Middle School:</u> Each contractor will receive points for public works projects for the construction of new middle schools in California. This involves public works projects for Clovis Unified School District and other K-12 school districts in California.</p> <p>Scoring to be 5 points for each completed project, up to the points stated in column D.</p> <p>4E. <u>Projects for Construction of New High School:</u> Each contractor will receive points for public works projects for the construction of new high schools. This involves public works projects for Clovis Unified School District and other K-12 school districts in California.</p> <p>Scoring to be 5 points for each completed project, up to the points stated in column D.</p> <p>4F. <u>Timely Completion of Projects:</u> Each contractor will receive points for public works projects that contractor completed by the original project completion date. This involves public works projects for Clovis Unified School District and other K-12 school districts in California. District reserves the right to verify the contractor’s response for accuracy.</p> <p>Scoring to be 5 points for each completed project, up to the points stated in column D.</p>	<p>10</p> <p>20</p> <p>20</p> <p>20</p> <p>20</p>

<u>A</u> Item	<u>B</u> Contents Required in Proposal	<u>C</u> Scoring Criteria	<u>D</u> Points
5	<p>Local Experience and Selection Process of Subcontractors</p> <p>Each contractor shall submit a list of Fresno, Madera, Merced, Tulare, and Kings County subcontractors that the contractor and/or its project team have experience working with on school district and/or other public work projects.</p>	<p>Scoring to be as follows, up the points stated in column D:</p> <p>0 point: 0-10 subcontractors 5 points: 11-15 subcontractors 10 points: 16-20 subcontractors 15 points: 21 -30 subcontractors 20 points: 31 or more subcontractors</p>	20
6	<p>Process Used in Pre-Construction Services</p> <p>Each contractor shall provide information on the process it will use in the pre-construction phase of the Project including, but not limited to:</p> <ol style="list-style-type: none"> Developing a positive working relationship with the District and Architect in the review of the design documents. Constructability review and recommended phasing for the Project. Provide schedule for pre-construction and construction for the Project. Undertake value engineering analysis by building off-site and on-site infrastructure work. Provide continual updates on the estimated project budget. Ability and availability of members of the project team to attend on-site meetings regarding the Project. 	<p>Scoring is based on the process that is proposed that meets the District's requirements, up to the points stated in column D.</p>	10
7	<p>Project Team</p> <p>Each contractor shall:</p> <ol style="list-style-type: none"> Identify key team members for the Project, including at a minimum the proposed project manager, site supervisor, project clerk, assistant, and project administrator. Failure to identify all team members may result in a reduction of the contractor's qualification best value score. For each team project member, provide his/her job titles, qualifications (may include resume), K-12 experience, years of experience working with Clovis Unified 	<p>7A: Scoring to be as follows for experience with Clovis Unified School District (highest sum of the number of years of experience of all team members, up to five team members), up to the points stated in column D:</p> <p>0 point: 0-3 years of experience 2 points: 4-6 years of experience 4 points: 7-10 years of experience 7 points: 11-13 years of experience 10 points: 14 or more years of experience</p>	10

<u>A</u> Item	<u>B</u> Contents Required in Proposal	<u>C</u> Scoring Criteria	<u>D</u> Points
	<p>School District, and years of experience working with other K-12 school districts in California.</p> <p>c. Provide an organization chart for the Project.</p> <p>The selected 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.</p>	<p>7B: Scoring to be as follows for experience <u>with other K-12 school districts in California</u> (highest sum of the number of years of experience of all team members, up to five team members), up to the points stated in column D:</p> <p>0 point: 0-19 years of experience 5 points: 20-40 years of experience 10 points: 41-60 years of experience 15 points: 61-80 years of experience 20 points: 81 or more years of experience</p>	20
8	<p>Skilled and Trained Workforce Plan</p> <p>Each 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. Each contractor shall:</p> <p>a. Describe experience working and recruiting a skilled and trained workforce.</p> <p>b. Propose a plan to ensure that the appropriate percentage of the workforce employed on the Project is a graduate of an apprenticeship program.</p>	<p>Scoring to be as follows, up to the points stated in column D:</p> <p>5 points: Experience working and recruiting a skilled and trained workforce is described.</p> <p>5 points: Plan is proposed to ensure that appropriate percentage of workforce employed on the Project is a graduate of an apprenticeship program.</p>	5 5
9	<p>Fee Proposal</p> <p>Each contractor shall submit its fee proposal (as part of their sealed proposal) using the Lease-Leaseback Proposal Form attached hereto as Exhibit B.</p> <p>Contractor shall also provide a breakdown of the Preconstruction Services Fee, General Conditions Fee, and Construction Fee for each of the three phases of the Project.</p>	<p>For the fee proposal portion of the best value analysis, the District will evaluate the total amount of the Preconstruction Services Fee, General Conditions Fee, and Construction Fee in each contractor's Lease-Leaseback Proposal Form (Exhibit B).</p> <p>The fee proposal portion will be scored on a 100-point scale. The contractor with the lowest Total Fee Proposal will receive the highest score of 100 points. Other contractors will receive less than 100 points, calculated by subtracting 1 point for every \$150,000 increment the proposal exceeds the lowest proposal. If two contractors submit proposals with the same overall fee proposal (within \$150,000), both contractors shall be awarded the same number of points.</p>	100

<u>A</u> Item	<u>B</u> Contents Required in Proposal	<u>C</u> Scoring Criteria	<u>D</u> Points
10	Summary of Contractor Qualifications Portion of Best Value Score In this section of the Statement of Qualifications, the contractor must summarize its qualifications for each of the contractor qualifications provided in more detail throughout the sealed Statement of Qualifications. Contractor must list each of the 12 criteria listed in Section V(B) 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.	This item is not scored.	0
11	Certifications and Acknowledgments Each contractor shall complete, sign, and submit the following exhibits: C-1 – Workers’ Compensation Certificate C-2 – Sufficient Funds Declaration D-3 – Non-Collusion Declaration C-4 – Iran Contracting Act of 2010 Certification C-5 – Fingerprinting Notice and Acknowledgement C-6 – Drug-Free Workplace Certification C-7 – Proof of Registration with DIR	This item is not scored.	0
Proposal Part I (Sum of Points in Items No. 1-11):			270

Required Information for Table C, Item 4 – Construction Projects

Use separate sheets of paper that contain all of the following information for each public works project. If an item is not applicable, contractor must so state. The contact information for each person named must be current.

1. Owner
2. Owner contact (name and current phone number)
3. Project name
4. Address of project
5. Architect or engineering firm
6. Architect or engineer contact (name and current phone number)
7. Construction manager (name and current phone number)
8. Inspector of record (name and current phone number)
9. Description of project, scope of work performed
10. Indicate if project is (a) currently underway, (b) contracted but not yet started, or (c) completed
11. Indicate the delivery method of the project (e.g. Design-bid-build, lease leaseback, CM multi-prime)
12. Indicate if the project involved the construction of a new middle school
13. Indicate if the project involved the construction of a new high school
14. Indicate if the project is multi-phased. If yes, describe the phases and the scope of work in each phase.
15. Indicate if the project involved coordination, development, and approval of offsite and utility requirements by the permitting agency. If yes, describe the offsite and utility requirements.
16. Amount of owner requested change orders
17. Amount of non-owner requested change orders
18. Total amount of contract (including all change orders)
19. Date construction commenced
20. Original contractual completion deadline
21. Adjusted completion deadline based on time extensions granted by owner
22. Number of paid extension days
23. Actual date of completion
24. Amount of liquidated damages assessed

25. Indicate if project involved OCIP or CCIP

26. For K-12 public projects, please list the approximate average daily attendance of owner

TABLE D - PROPOSAL PART II: INTERVIEW

The District will determine the total points for each contractor based on the Proposal Part I above. On the Short List Interview Date stated in Table A above, the District will interview the contractors with the highest total points on Proposal Part I. Contractors will be contacted by the District to schedule the specific time and location of the interview.

<u>A</u> Requirements for Interview	<u>B</u> Scoring Criteria	<u>C</u> Points
The interview will consist of a short presentation (up to 30 minutes) followed by a question and answer period. Each contractor will be provided with the questions for the interview on the day of the interview.	Each contractor will receive points for the interview, up to the points stated in column C. Scoring is based on interview questions that will be provided to each contractor on the day of the interview. The District reserves the right to modify a contractor's score of Proposal Part 1 to accurately reflect information received during the interview.	30
Proposal Part II (Points for Interview):		30

VI. AWARD

- A. The District reserves the right to reject any or all proposals or waive any irregularities in any of the proposals submitted pursuant to this RFP. Before the Board's approval of the Agreement, the District reserves the right to adjust any points allocated to a contractor in Proposal Part I or Proposal Part II if the District determines that the contractor did not provide accurate and/or complete information in its proposal and, as a result, such points were not properly allocated.
- B. **The Agreement shall be awarded to the responsive contractor with the highest Best Value Score, which may not necessarily be the contractor with lowest fee proposal.** 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 before the Selection of Contractor by Board stated above in Table A. The District will announce its final analysis and ranking to all proposing contractors at the same time. In the event of a tie (more than one contractor having the same highest best value score), District may award the Agreement to the contractor of the District's choice.
- C. The District expects that the Board will make its selection at its regular meeting on the date stated above in Table A. The District will issue a statement regarding the basis of the award following the Board meeting.
- D. Although the District intends to award the Project, the District reserves the right to not award the Agreement or to adjust the scope of the Project, based on its sole discretion. If the contractor to which the Board awards the Agreement refuses to execute the Agreement and/or provide proof of required insurance, payment and performance bonds, and other required documents within 10 business days following selection by the Board, the Board may rescind the award to that contractor and award to the contractor that submitted the next highest ranked proposal.
- E. Following completion of the preconstruction services, the selected contractor shall present a proposed Total Sublease Amount to the Board for the first increment as more fully set forth in the Agreement. The District may terminate the Agreement if the District rejects the proposed Construction Fee following selection of subcontractors and award to the contractor that submitted the next highest ranked proposal. At a later date,

the contractor will present a proposed amendment to the Total Sublease Amount for the second increment as more fully set forth in the Agreement.

VII. GENERAL INFORMATION

- A. Amendments:** The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises the RFP, all contractors will be so notified by addenda prior to the Sealed Proposal Submission Deadline stated above in Table A. It is the responsibility of all contractors who gain access to this RFP through the internet to contact the District with the firm name, address, telephone, email, and fax number. This will assist in providing the contractor notice of addenda. It is each contractor's responsibility to check the District website periodically for addenda.
- B. Non-Discrimination:** The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, gender, or other legally protected status in consideration for an award of a contract.
- C. Prevailing Wages:** Contractors are advised that the Project is public works 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.
- D. DIR 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 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.
- E. Limitations:** This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. The District reserves the right to waive any irregularities in the proposals received pursuant to this RFP or in the process outlined herein for selection of a contractor for the Project.
- F. Validity of Proposals/No Withdrawal:** All proposals will be considered valid and prices will be considered fixed for a period of 60 days following submission of the sealed proposals. A contractor shall not withdraw its proposal within the 60-day period.

EXHIBIT A
GENERAL CONDITIONS AND GENERAL REQUIREMENTS

1. Temporary Facilities

- 1.1 Weather Protection (for any materials stored on-site)
- 1.2 Temp Fencing
- 1.3 Temp Bull Pen / Staging
- 1.4 First Aid Equip
- 1.5 Dust Control
- 1.6 Safety Maintenance

2. General Requirements

- 2.1 Job Office Trailer Adequate to Accommodate up to 7 Staff Members, the IOR, and all Necessary Equipment
- 2.2 Storage Container
- 2.3 Drop Boxes / Dumpsters
- 2.4 Office Furnishings
- 2.5 Office Supplies
- 2.6 Computer/Data Setup
- 2.7 Job Sign
- 2.8 Freight & Drayage
- 2.9 Pre-Job Conference
- 2.10 Scheduling
- 2.11 Move On / Off Job
- 2.12 Shop Drawings
- 2.13 As-Builts
- 2.14 Blue Prints
- 2.15 Temporary Lighting
- 2.16 Drinking Water & Ice
- 2.17 Storm Water Control
- 2.18 SWPPP Plan, Compliance, Monitoring, and BMP Implementation
- 2.19 Material Handling
- 2.20 Continuous Clean-up
- 2.21 Final Cleanup (Sub)
- 2.22 O & M Manuals
- 2.23 Close-Out Admin.
- 2.24 Security System
- 2.25 Security System Monitoring
- 2.26 Copy, Fax, Printer machine
- 2.27 Personal Computer w/ modem
- 2.28 Software License
- 2.29 Temporary toilets
- 2.30 Temporary electricity, heat and water

3. Supervision

- 3.1 Full-time On-Site Project Manager (1)
- 3.2 Full-time On-Site Supervisor (1)
- 3.3 Full-time On-Site Project Clerk (1)
- 3.4 Full-time On-Site Assistant (1)
- 3.5 Full-time On-Site Project Administrator (1)

4. Equipment

- 4.1 Pick-up Allowance
- 4.2 Pick-up Fuel / Gas
- 4.3 Equipment Fuel / Diesel

EXHIBIT B
LEASE-LEASEBACK PROPOSAL FORM

OWNER: Clovis Unified School District
1450 Herndon Avenue
Clovis, CA 93611

CONTRACTOR: Name _____
Address _____

Type of Organization (check one): Individual Partnership Corporation
 Other (please specify): _____

Contractor's License Number: _____ **Class:** _____

Contractor's License Expiration Date: _____

DIR Registration No.: _____

PROJECT: Terry Bradley Educational 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 RFP, 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.

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. **The sum of the Preconstruction Services Fee, Total General Conditions Fee, and Total Construction Fee (each stated in red text below) shall constitute the Total Fee Proposal, which shall be used to determine each contractor's scoring for Item 9 of Proposal Part I – Written Responses and Documents.**

- 1. Preconstruction Services Fee:** The preconstruction fee should be expressed as a lump sum based on the construction budget, schedule, and description in Section III.C.1 of the RFP.

Preconstruction Services Fee \$ _____

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

Monthly General Conditions Fee: \$ _____, per month (Est. 54 months
of construction for all phases)

Total General Conditions Fee: \$ _____ . (monthly fee x 54)*

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 RFP. 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 = \$300 Million, **including the cost of insurance** (see required insurance and policy limits in Table C, Item 2.))

Total Construction Fee: \$ _____ (Construction Fee % x \$300 Million*)

Mandatory Deductive Alternate if District has OCIP coverage (contractor must state an amount): \$ _____ (based on estimated construction cost of \$300 million; not used for purposes of scoring)

Optional Additive Alternate if Contractor offers CCIP coverage (contractor may, but is not required, to state an amount): \$ _____ (based on estimated construction cost of \$300 million; not used for purposes of scoring)

AUTHORIZED SIGNATURE: Contractor states that the signature below is of a person authorized to bind the Contractor to this RFP and the Agreement.

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

Signature: _____ Date: _____

Print Name: _____

Title: _____

* The estimated project construction (\$300,000,000) and the construction schedule (54 months) are used solely for purpose of scoring. The selected contractor's construction fee will be applied to the actual construction cost for each phase and the General Conditional Fee will be calculated based on the Date of Completion for that phase. These figures shall be subject to Board approval as set forth in Section VI.D of the RFP.

EXHIBIT C-1
WORKERS' COMPENSATION CERTIFICATE
(Labor Code § 3700)

Name of Contractor: _____

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 30 days' notice of cancellation.

Signature: _____

Date: _____

Print Name: _____

Title: _____

(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.)

EXHIBIT C-2
SUFFICIENT FUNDS DECLARATION
(Labor Code Section 2810)

Owner: Clovis Unified School District

Project: Terry Bradley Educational Center
Fresno County, California

Name of Contractor: _____

By signing below, I declare that I am in the position listed below for the aforementioned Contractor , the entity making a proposal for the above-referenced Project, and that the proposal submitted by the Contractor includes sufficient funds to permit the Contractor 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.

Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT C-3
NON-COLLUSION DECLARATION
(Public Contract Code § 7106)

Owner: Clovis Unified School District

Project: Terry Bradley Educational Center
Fresno County, California

Name of Contractor: _____

The undersigned declares:

I am the position listed below for the Contractor listed above, 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 the date stated below in _____, California.

Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT C-5
FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
Education Code Section 45125.2(a)

Name of Contractor: _____

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.

Signature: _____

Date: _____

Print Name: _____

Title: _____

ATTACHMENT TO EXHIBIT C-5

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.

**ATTACHMENT TO EXHIBIT C-5
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 as applicable**):

- 1. A physical barrier will be installed at the worksite to limit contact with pupils.
- 2. 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:

- 3. 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.

Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT C-6
DRUG-FREE WORKPLACE CERTIFICATION
(Government Code §§ 8350 et. seq.)

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.

Signature: _____

Date: _____

Print Name: _____

Title: _____