



2017

## Request for Sealed Fee Proposals for Lease-Leaseback Construction Services



### **ROOFING & REPAIRS PROJECT JOHN REITH ELEMENTARY SCHOOL**

**Due: June 12, 2017  
4:00 p.m.**

Elk Grove Unified School District  
Facilities Planning Department  
7510 Elk Grove-Florin Road Elk Grove, California 95624  
(916) 686-7711



Elk Grove Unified School District  
9510 Elk Grove-Florin Road  
Elk Grove, California 95624

**Request for Sealed Fee Proposals for  
Lease-Leaseback Construction Services**

**ROOFING AND REPAIRS  
JOHN REITH ELEMENTARY SCHOOL**

RFP Issued: May 22, 2017

Sealed Proposals Due: June 12, 2017, at 4:00 PM

Selection by Governing Board: June 27, 2017, at 6:00 PM

**Request for Sealed Fee Proposals for  
Lease-Leaseback Construction Services**

**ROOFING AND REPAIRS  
JOHN REITH ELEMENTARY SCHOOL**

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The Governing Board (the “Board”) of the Elk Grove Unified School District (the “District” or “Owner”) is seeking qualifications and proposals from qualified providers of lease-leaseback construction services (“Contractors”) for the replacement of roofing and repairs at John Reith Elementary School project (“Project”) within the District. Contracts will be awarded by the Board under the provisions of Education Code Sections 17406 *et seq.*

**I. Critical Dates**

**A. Prequalification Applications Due Date:**

All Contractors submitting proposals must be prequalified pursuant to Education Code Section 17406 subsection (a)(2)(C), and Public Contract Code Section 20111.6 subsections (b) through (m), prior to submitting a proposal. Prequalification applications are available on the District’s website or at the District’s main office located at: 9510 Elk Grove-Florin Road, Elk Grove, California 95624. A proposal submitted by a Contractor that is not prequalified will not be accepted and will not be considered by the District. To be prequalified for the Project, prequalification application packets must be completed and returned to the following person/address by no later than 4:00 p.m., May 31, 2017:

Elk Grove Unified School District  
Room 206  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624  
Attention: Michael Bean, Senior Construction Manager

Contractors are encouraged to submit prequalification packages earlier than the date set forth above, so that they may be notified of prequalification status well in advance of any applicable proposal deadline.

**B. Sealed Proposals Due Date:**

An original plus four (4) copies and one (1) digital copy of each Contractor’s sealed proposal for the Project shall be delivered to the following address **no later than June 12, 2017, at 4:00 p.m.** on the clock designated by the District or its representative as the governing clock:

Elk Grove Unified School District  
Room 206  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624  
Attention: Susan Bell, Chief Facilities Officer

Facsimile (FAX), e-mail, or other electronic copies of the proposal will not be accepted. Only hard copies will be accepted.

Proposals not received by the deadline or in the proper format will be returned unopened.

**C. Selection Date:**

The governing Board of the District is planning to select a contractor for the Project at its regular Board meeting on June 27, 2017. The Board reserves the right to postpone or cancel this selection. The meeting will be held at 6:00 p.m. in the District Office's Board Meeting Room, 9510 Elk Grove-Florin Road, Elk Grove, California 95624.

**II. Project Description, Plans, and Specifications**

The District plans to construct the Project, which is for roofing replacement and related building repairs, on a District-owned site located at 8401 Valley Lark Drive, in Sacramento, Sacramento County, California, and the District is soliciting proposals for the construction of the Project.

The District has retained DCA Architects of Stockton, California, as its architect for the Project ("Architect"). Division of State Architect (DSA) approval of the plans and specifications for the Project has not yet been issued, but will be obtained before or after award of the Lease-Leaseback Agreement. Any preconstruction services in the Lease-Leaseback Agreement may be performed before DSA approval, but the Work may not commence until DSA approval is received by the District. Draft plans and specifications may be obtained from Signature Reprographics at contractor's expense.

**III. Contract Parameters**

**A. Financing**

The successful Contractor will be financing the construction of the Project through a lease-leaseback arrangement, and the District will be paying Contractor for its construction and financing through monthly lease payments that will extend beyond the completion of the construction.

**B. 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 and each monthly Sublease Payment shall be clearly set forth to the District's satisfaction, including soft costs, site improvements, and the construction of the buildings. The District shall be entitled to have access to subcontractor bids, 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.

### **C. Cost Estimate**

The District estimates that the total cost of the Project will be One Million Five Hundred dollars (\$1,500,000.00). This estimate is based solely on the Architect's most recent estimate of the total Project costs and is subject to change.

### **D. Scope of the Fee Proposal**

#### **1. Preconstruction Services**

Contractor's fee proposal should include a proposed rate for preconstruction services, to be compensated on a time and materials basis with a not to exceed (NTE) amount.

#### **2. Construction of Project**

All proposals shall be in the form of a percentage ("Percentage") to be applied to the construction cost of the Project as determined in accordance with Education Code Section 17406(a)(3). Once the construction cost is determined, the successful Contractor's Percentage will be applied to that construction cost to determine the total dollar amount Contractor will be paid as its fee for the Project ("Contractor Fee"). Contractor will accept the Contractor Fee as total compensation for its overhead, general conditions expenses and profit on the Project. Contractor's costs that are intended to be covered by the Contractor Fee, include, but are not limited, to, the following:

1. General conditions and general requirements, including but not limited to temporary facilities, utilities, structures, fences, dust control, scheduling, safety, scaffolding, and SWPPP.
2. Overhead and profit.
3. Supervision of subcontractors and suppliers and other management responsibilities.
4. Material, equipment, and employee/labor (including but not limited to wages, salaries and benefits) costs for Work performed by Contractor.
5. All bonds and insurance, including but not limited to payment and performance bonds.

As set forth in the Lease-Leaseback agreement, the selected Contractor shall provide Owner with objectively verifiable information of its costs to perform the Work and a written rationale for the Total Sublease Amount, including documentation sufficient to support the calculation.

Contractor's written rationale shall detail the "base construction cost" for the Project, consisting of (a) all subcontracts to be awarded by Contractor for the Project, plus (b) any separately awarded contracts for materials and supplies for the Project. The product of the base construction cost, multiplied by the percentage offered by the Contractor in its proposal, shall be the "Contractor Fee", which shall also be set forth in Contractor's written rationale. The Total Sublease Amount shall be the sum total of the base construction cost and the Contractor Fee. The Total Sublease Amount and shall be stated in Section 6 of the Sublease Agreement and shall constitute the total compensation to Contractor for constructing the Project and performing the Work. The successful Contractor may not commence construction of the Work until the District has approved the Total Sublease Amount.

#### **IV. Scope of Work**

##### **A. Scope**

The Scope of Work is the roofing replacement and building repairs as outlined below:

- Repairs to building materials/finishes due to water intrusion from roof leaks in six (6) permanent buildings. Repairs may involve roof framing, wall/soffit/ceiling framing and diaphragm components, such as roof sheathing. The full extent of repairs will not be known until roof material is removed. Repairs are unique to each building so the repairs will vary from building to building.
- Repairs will be done in concurrence with roof replacements but roofing replacement cannot be done until repairs are completed.
- Students and Staff cannot be in building while repairs or roof replacements are occurring. If work is done while school is in session it must be done outside of regular school hours.
- Roofing Replacement includes tear-off, non-structural repair and installation of roofing components, such as drainage, venting, crickets, insulation, fabrication and installation of flashing, installation of roofing membrane, cap flashing, etc.

The project location is John Reith Elementary School located at 8401 Valley Lark Drive, Sacramento, Sacramento County, California. See attachment "1" for a diagram of the building.

The Contractor whose proposal is determined to offer the best value to the District pursuant to this RFP must promptly execute the Lease-Leaseback Agreement, the Site Lease, and the Sublease no later than ten (10) business days following selection.

##### **B. Project Schedule**

It is anticipated that construction will start on or about July 5, 2017. The Work must be completed *August 1, 2018*. See the Lease-Leaseback Agreement and other Contract Documents for additional details.

### **C. Pre-Construction Services**

As part of the scope of the Lease-Leaseback Agreement, Contractor shall undertake, per III.D.1, the following pre-construction services:

1. Perform inspection and remove roofing and other building materials in water damaged areas;
2. In consultation with Architect, coordinate repair methodologies so Architect can develop drawings for submittal to DSA;
3. Review design documents for constructability, scheduling, clarity, consistency and coordination.
4. Undertake a value engineering analysis and prepare a report with recommendations for reducing construction costs.
5. Perform a constructability review of plans and specifications to ensure buildability of the Project.

### **D. Construction and Post-Construction Services**

The Contractor shall perform all Work and obligations described in the Contract 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, and certificates.
4. Prepare final accounting and close-out reports.
5. Other responsibilities necessary for the completion of the Work of the Project in accordance with the plans and specifications.

### **E. Subcontractors**

All subcontractors who will perform more than 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). 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 electrical, mechanical and plumbing contractors shall be prequalified pursuant to Education Code Section 17406 subsection (a)(2)(C), and Public Contract Code Section 20111.6 subsections (b) through (m), prior to Contractor's submission of its proposal.

All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code Section 4100).

**V. Format of Proposal**

The proposal should be clear, concise, complete, well organized, and demonstrate Contractor's qualifications, ideas, and ability to follow instructions.

An original and four (4) copies plus one digital copy of the proposal must be provided, with no more than 30 single-sided pages in total length.

All Contractors submitting a proposal are required to follow the order and format specified below. Failure to follow the specified order and format may result in rejection of a proposal. Please tab each section of the submittal to correspond to the numbers/headers shown below.

**A. Proposal Cover**

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

**B. Content of Proposal**

The following should be included in the proposal in the order listed:

1. Prequalification Certification (see Section VI). If already prequalified with EGUSD attach a copy of the Prequalification Application submitted to the District.
2. Proposal.
3. Subcontractor Designation. (Attachment 5A – optional)
4. Worker's Compensation Certification (Attachment 5B)
5. Iran Contracting Act Certification (if Contractor's total Fee Proposal exceeds \$1,000,000) (Attachment 5C)
6. DVBE Certification. (Attachment 5D)
7. DVBE Worksheet. (Attachment 5E)
8. Non-collusion Declaration. (Attachment 5F)
9. Sufficient Funds Declaration. (Attachment 5G)



10. Fingerprinting Notice and Acknowledgement. (Attachment 5H)
12. Drug-free Workplace Certification. (Attachment 5I)
13. Roof Project Certification. (Attachment 5J)
14. Proof of registration with the DIR to perform public work under Labor Code Section 1725.5.

## **VI. Selection Procedures and Guidelines**

The purpose of this Request for Proposals 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 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.

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 and consultants will 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 RFP, proposals may be subject to disclosure in accordance with applicable law.

### **Selection Process**

#### **Qualification Portion**

For the qualifications portion of the best value analysis, the District will evaluate the specific criteria listed below and each Contractor’s qualifications will be scored on a one hundred (100) point scale using the District’s Proposal Scoring Sheet. Each criterion has a point value that corresponds to a weighted percentage, which are listed next to the criterion. Each criterion will be evaluated by the District and the District will award a point value to Contractor for each criterion. The maximum cumulative number of points available to any Contractor is 100 points. The criteria, their weighted percentages, and their corresponding point values are as follows:

- Bonding Capacity (weighted percentage: 10%; points possible: 10)
- Percentage of Credit Line Used (weighted percentage: 10%; points possible: 10)
- Number of Audit Exceptions (weighted percentage: 10%; points possible: 10)

- Experience (weighted percentage: 20%; points possible: 20)
- Financial History & Licensing (weighted percentage: 10%; points possible: 10)
- Disputes (weighted percentage: 10%; points possible: 10)
- Insurance and Bonding (weighted percentage: 10%; points possible: 10)
- Compliance with Law (weighted percentage: 10%; points possible: 10)
- Prevailing Wage and Apprenticeship Record (weighted percentage: 10%; points possible: 10)

For the qualifications portion of the best value analysis and for the purpose of evaluating Contractors' qualifications pursuant to the criteria set forth above, the District will evaluate each Contractor on the basis of the responses provided in the Contractor's completed Prequalification application, which was required to be completed and submitted to District as part of the prequalification process and as a condition precedent to submitting a proposal for the Project. In conjunction with a proposal, each proposing Contractor must submit the Prequalification Certification certifying that Contractor's responses in its Prequalification submission continue to be true and correct at the time Contractor submits a proposal.

If any of Contractor's answers to the Prequalification application have changed since submitting the completed Prequalification application, then the proposing Contractor must also complete the applicable section of the Prequalification Certification, which requires Contractor to specify which answers have changed and provide amended answers to the District with the Prequalification Certification. Contractor's amended answers will be used for the qualifications portion of the best value analysis and for the purpose of evaluating Contractors pursuant to the criteria set forth above, provided, however, that in the event Contractor's amended answers are a response of "No" to any of questions 1 through 5 of Part II of the Prequalification application, or a response of "Yes" to any of questions 6 through 12 of Part II of the Prequalification application, such response shall deem Contractor to not be minimally qualified to perform the Project and will result in rejection of Contractor's proposal for the Project.

### **Price Proposal Portion**

For the price proposal portion of the best value analysis, the District will evaluate the amount of Contractor's price proposal. The price proposal portion of the best value analysis will also be scored on a one hundred (100) point scale. District will score Contractors on the basis of the lowest to highest price proposal submitted. All Contractors submitting a price proposal will receive points, in increments of ten (10), based on the amount of the price proposal, with the Contractor with the lowest price proposal receiving the most points available and the Contractor with the highest price proposal receiving the fewest points available. Specifically, the Contractor with the lowest price proposal will receive 100 points, the Contractor with the second lowest price proposal will receive 90 points, the Contractor with the third lowest price proposal will receive 80 points, and so forth until all Contractors have received points. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points.

## **Total Best Value Score**

After the District has allocated points to qualifying Contractors for both the qualification and price proposal portions of the best value analysis, the District will combine the points received by each Contractor based on Contractor's qualifications and price proposal to create each 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 and price proposal analysis) shall be ranked highest, and all remaining Contractors shall be ranked in descending order based on the Contractor's best value score, such that the Contractor receiving the lowest best value score receives the lowest ranking.

The District expects to complete and announce its best value analysis, and ranking of proposals from highest best value score to lowest best value score, within five (5) days of the deadline for submittal of the proposals. It will announce its analysis and ranking to all proposing Contractors at the same time.

## **VII. 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 RFP. 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 have the same highest best value score), District may award the Lease-Leaseback Project to the Contractor of its choice.

The Board is expected to make its selection at its regular meeting on June 27, 2017. The meeting will be held at 6:00 p.m. in the District Office Board Room, 9510 Elk Grove-Florin Road, Elk Grove, California. The District will issue a statement regarding the basis of the award.

## **VIII. 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. 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. Inquiries**

Any questions concerning this RFP or selection process may be directed to Michael Bean, Senior Construction Manager, Elk Grove Unified School District; telephone: (916) 686-7711; Fax: (916) 686-7754. Replies involving any substantive issues will be issued by addenda and mailed to all parties recorded by the District as having received the RFP documents. Only answers provided by formal written addenda will be binding.

**IX. Special Conditions**

**A. Non-Discrimination**

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

**B. Costs**

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

**C. 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](http://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. 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.

**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 the 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**

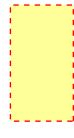
All proposals will be considered valid and prices will be considered fixed for a period of ninety (90) days following submission.

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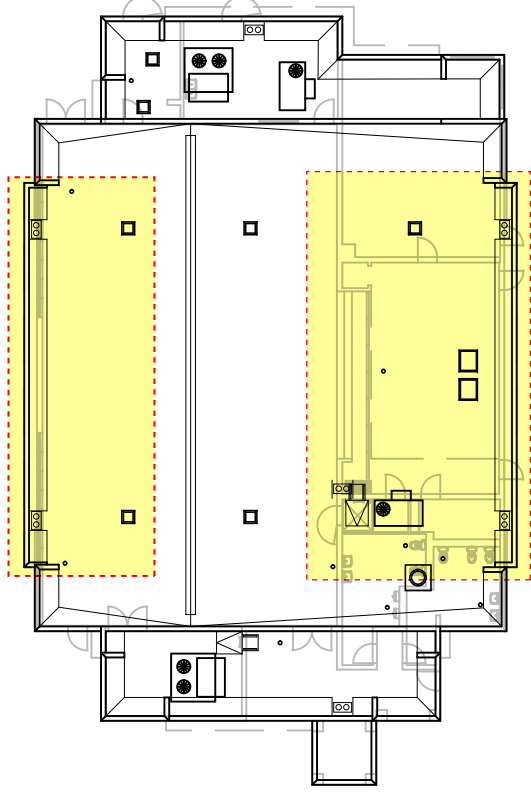


JOHN REITH  
ELEMENTARY SCHOOL  
8401 Valley Lark Drive  
Sacramento, California 95823

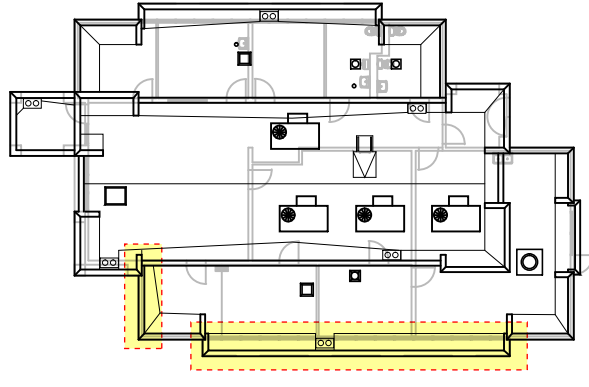
**PROPOSED PHASE 1  
SCOPE OF REPAIRS  
ROOF PLAN OF  
PERMANENT BUILDINGS**



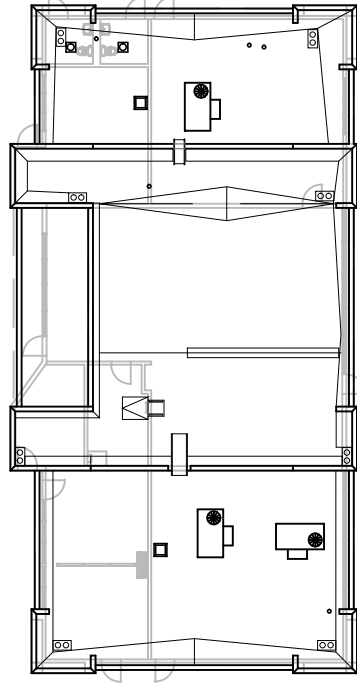
**Water Intrusion  
in Soffits**



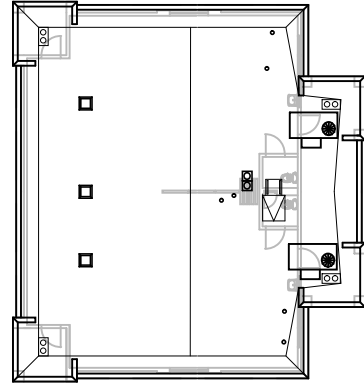
**MULTI-PURPOSE**



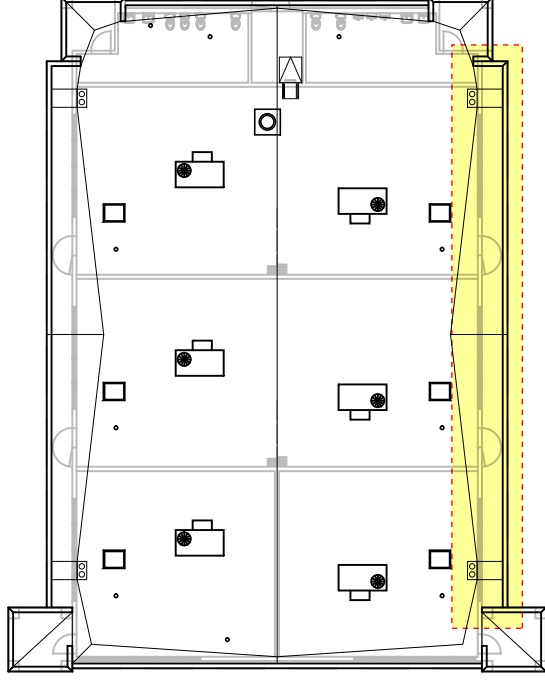
**OFFICE**



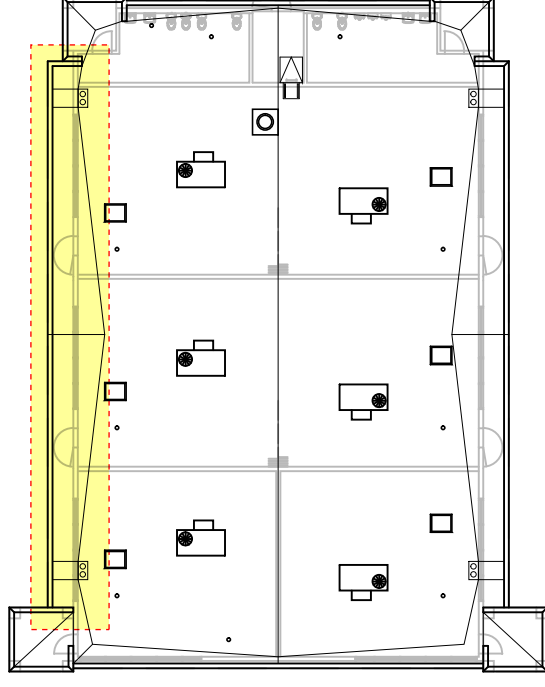
**LIBRARY**



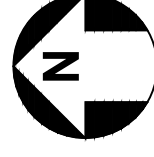
**KINDERGARTEN**



**CLASSRM BLDG A**



**CLASSRM BLDG B**



**John Reith Elementary School Roof Plan - ATTACHMENT "1"**

Scale: 1" = 30'-0"



Central Valley  
924 N Yosemite St  
Stockton, CA 95203  
(209) 462-2873

Silicon Valley  
95 S Market St, Suite 480  
San Jose, CA 95113  
(408) 320-4871

**ATTACHMENT "2"****CONTRACTOR QUESTIONNAIRE AND CERTIFICATION**

Pursuant to Education Code Section 14706 and Public Contract Code Section 20111.6, each prospective contractor shall be currently licensed and shall submit the following information to establish its qualifications to bid to perform construction work as the developer on the District's lease-leaseback projects.

**I. RESPONSIVE CRITERIA**

- **Completeness:** Contractor(s) must provide all requested information.
- **Signed Under Penalty of Perjury:** This Questionnaire must be signed under penalty of perjury by individuals who have the authority to bind the contractor on whose behalf they are signing.
- **Misleading/Inaccurate Information:** Any and all information provided by the contractor shall not be misleading or inaccurate in any material manner.

**II. GENERAL INFORMATION****• Contractor's Contact Information**

Firm name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name of individual completing statement: \_\_\_\_\_

Date: \_\_\_\_\_

Years in business as a licensed contractor: \_\_\_\_\_

Years of experience with school district, university, and/or community college district projects: \_\_\_\_\_

Types of work performed with own forces: \_\_\_\_\_

\_\_\_\_\_

Years in business under current firm name: \_\_\_\_\_

Years at the above address: \_\_\_\_\_

- **Associated Firms**

Identify every construction firm that the contractor or any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the past five (5) years. Attach all additional references and/or information on separate signed sheets. NOTE: For this question, "owner" and "partner" refer to ownership of at least ten percent (10%) of the business, or at least ten percent (10%) of the stock if the business is a corporation.

State Person's Name or "Contractor"	Name of Associated Firm	Contractor's License No.	Dates of Participation

- **Contractor's Project Personnel**

The undersigned contractor hereby commits to the assignment of a full-time on-site project manager and project superintendent(s), as identified below, in the event that the contractor is awarded the project. At the time of the bid, the successful contractor shall confirm the availability of the personnel identified below. If any of the identified staff are no longer employed by the contractor at the time of bid opening, or are otherwise unavailable, the contractor's bid may be considered nonresponsive. The contractor may formally request substitution of other individuals with equivalent experience, and the District may consider them, in the District's sole discretion. However, résumés, project history, and other relevant information must be submitted by the contractor to District immediately once contractor becomes aware of a need for a replacement.

- Full-Time, On-Site Project Manager:
  - a. Name: \_\_\_\_\_
  - b. Address: \_\_\_\_\_
  - c. Years with firm: \_\_\_\_\_
  - d. Years in current position: \_\_\_\_\_
  - e. Licenses held: \_\_\_\_\_  
\_\_\_\_\_
  - f. Years experience with school district, university, and/or community college district projects: \_\_\_\_\_
  - g. Years performing similar complex construction projects: \_\_\_\_\_

h. Recent comparable project references (list at least three):

<u>Name</u>	<u>Contact</u>	<u>Phone</u>
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• Full-Time, On-Site Project Superintendent:

a. Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

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c. Years with firm: \_\_\_\_\_

d. Years in current position: \_\_\_\_\_

e. Licenses held: \_\_\_\_\_

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f. Years experience with school district, university, and/or community college district projects: \_\_\_\_\_

g. Years performing similar modernization/reconstruction/restoration construction projects for school districts and/or community colleges/universities:

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h. Recent comparable project references (list at least three):

<u>Name</u>	<u>Contact</u>	<u>Phone</u>
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**F. Contractor's Insurance**

1. List all insurers contractor utilized in the past five (5) years. Use separate signed sheets as necessary, with all requested information.
  - a. Name of insurance company ("Insurer"): \_\_\_\_\_  
\_\_\_\_\_
  - b. Address of Insurer: \_\_\_\_\_  
\_\_\_\_\_
  - c. Name of agent: \_\_\_\_\_  
\_\_\_\_\_
  - d. Address of agent: \_\_\_\_\_
  - e. Telephone number of agent: \_\_\_\_\_
  - f. Years contractor has been with this Insurer: \_\_\_\_\_
  - g. Amounts paid out by Insurer in the past five (5) years that were in any way related to construction activities of your firm and/or any firm identified in Section B (Please provide an explanation on separate signed sheets): \$\_\_\_\_\_
  - h. Insurer's "Best" rating: \_\_\_\_\_

2. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm? (Please circle one.)

Yes  No

If "yes," please explain on a separate signed sheet.

**III. ESSENTIAL CRITERIA**

- **Default or Bankruptcy**

Has your firm and/or any associated firm identified above either performing work under its current license or under licenses through other entities, including a joint venture, defaulted on a contract, declared bankruptcy or been placed in receivership within the past five (5) years?

Yes  No

- **Licensure**

Has your firm and/or any associated firm identified above held all contractors license(s) necessary to perform its work, and have those license(s) been consistently active for at least five (5) years without revocation or suspension?

Yes  No

To prequalify for the Project, the contractor is required to possess one or more of the following State of California Contractor Licenses: A or B

- **Disqualification, Prohibition**

Has your firm and/or any associated firm identified above been disqualified, debarred, forbidden, found non-responsible, or otherwise prohibited, from performing work and/or bidding on work on any project within the State of California or on work for any community college district, university, school district, or other public agency within the State of California within the past five (5) years? (Please circle one).

Yes  No

- **Bonding Capacity**

Is your firm's total bonding capacity equal to or greater than the estimated Cost of Construction of the total project or portion(s) of the project you are submitting a proposal for?

Yes  No

If the answer is "yes," please provide a notarized statement that states your firm's total bonding capacity from an admitted surety insurer that is authorized to issue bonds in the State of California.

#### **IV. PROJECT EXPERIENCE AND REFERENCES**

- **Project Experience – Lease-Leaseback Projects ATTACHMENT "3"**

List Lease-Leaseback projects in which the contractor has been the general contractor on **ATTACHMENT "3"** and sign the form. For each project, list project size as 'bid day' contract amount.

You may limit your response to the fifteen (15) most-recently completed lease-leaseback construction projects if you have completed more than fifteen (15).

- **Site Specific Criteria**

**ATTACHMENT "4"**, Site Specific Criteria and Current Restrictions, is attached to this questionnaire and applies to the work contemplated under this project.

- **Project References**

For a minimum of five Lease-Leaseback projects listed in **ATTACHMENT "3,"** provide a

reference contact name, title, email and phone number. Reference contacts must be persons directly familiar with the work of the Contractor on the project, and must be able to provide objective evaluation of Contractor's performance and project environment description.

- **Methods and Strategic Plan**

Provide a detail description of your methods and strategic plan for carrying out the Project, including:

- A. The technical and managerial approach to the Respondent's partnership with the District. Consider the District's goals for the Project and the general functions required. Provide an overview schedule identifying the necessary tasks and discuss the best strategy to accomplish them within the District's timeframe.
- B. Proposal for how the work can be completed with the least impact to school activities and your strategy to complete it outside of the rainy season.
- C. Explain how you plan to incorporate local subcontractors into the project.
- D. Detailed discussion of costs related to fees, general conditions, insurance, supervision and management of the construction portion of the scope of work.

## V. BUSINESS LONGEVITY, FINANCIAL STRENGTH AND PERFORMANCE

The District will assign points for the following based on standardized questions that the District will ask each contractor's references:

- **Years in Business Under Current License:** \_\_\_\_\_years

- **Contractor's Financial Information**

Contractor must submit an audited financial statement or verified financial statement certified by an officer of the company for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered supplemental information only, and is not a substitute for the required audited or certified financial statement.

- **Contractor's Bonding/Surety**

Contractors must fully comply with all bid conditions including, without limitation, a ten percent (10%) bid bond, a hundred percent (100%) payment bond, and a hundred percent (100%) performance bond. The contractor may substitute securities for any monies withheld by the District to ensure performance under a contract for the Project, in accordance with the provisions of section 22300 of the Public Contract Code. Contractor's surety must be admitted and authorized to transact business as a surety in California.

List all sureties utilized in the past five (5) years. Use separate signed sheets as necessary, with all requested information.

- Name of bonding company (not agency): \_\_\_\_\_  
\_\_\_\_\_
- Address of company: \_\_\_\_\_  
\_\_\_\_\_

- Name of agent: \_\_\_\_\_
- Address of agent: \_\_\_\_\_  
\_\_\_\_\_
- Telephone number of agent: \_\_\_\_\_
- Years contractor has been with this surety: \_\_\_\_\_
- Amounts paid out by or work performed by surety in the past five (5) years that were in any way related to construction activities of contractor and/or any firm identified above in Section II.B. and/or Section II.C. (Please provide an explanation on separate signed sheets): \$ \_\_\_\_\_

**VI. SAFETY AND SUBCONTRACTING OF ADDITIONAL HAZARDOUS MATERIAL ABATEMENT:**

The Owner has made reasonable efforts to abate and mitigate hazardous materials in the areas of this project. Should additional hazardous materials be discovered during demolition, does Contractor have experience and qualifications for subcontracting abatement on an as-needed, quick response basis?

Yes

No

If yes, please provide project names in which Contractor was responsible for additional, 'on-call' abatement subcontracting: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**VII. CERTIFICATION**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: \_\_\_\_\_

Proper name of contractor: \_\_\_\_\_

Signature by an officer of the contractor: \_\_\_\_\_

By: \_\_\_\_\_

(Print Name)

Title: \_\_\_\_\_



**ATTACHMENT "3"**  
**PROJECT EXPERIENCE**

1. Project Name/Identification:

- a. Name of contractor/entity performing work: \_\_\_\_\_  
\_\_\_\_\_
- b. Project owner: \_\_\_\_\_  
\_\_\_\_\_
- c. Project architect (name and telephone number): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- d. Project Name, Type, and Scope of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- e. Project address/location: \_\_\_\_\_  
\_\_\_\_\_
- f. Original completion date: \_\_\_\_\_  
\_\_\_\_\_
- g. Date completed: \_\_\_\_\_  
\_\_\_\_\_
- h. Describe measures taken to adhere to scheduling requirements:  
\_\_\_\_\_  
\_\_\_\_\_
- i. Initial contract value (as of time of bid award): \_\_\_\_\_
- j. Total value of stop notices: \_\_\_\_\_
- k. Total value of change orders: \_\_\_\_\_
- l. Final contract value: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- m. Describe cost control measures taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

n. Were liquidated damages assessed (If yes, explain): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

o. Contact for verification and reference (name, title, email and telephone number):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe scope of staging performed and specific staging requirements complied with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

p. Describe any additional special circumstances of the project similar and relevant to the Project (i.e., project labor agreements, CEQA requirements, site specific conditions, etc.).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

q. Did the project owner, architect, or construction manager file claim(s) in an amount exceeding \$50,000 against you or your firm, or did you or your firm file claim(s) in an amount exceeding \$50,000 against a project owner, architect, or construction manager? (Please check one).

Yes                   No

If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), and date(s) of claim(s).

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

Date: \_\_\_\_\_ Name \_\_\_\_\_



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	Project & Year Completed	Contact	Initial Contract Amount	Final Contract Amount	Value of Change Orders	Value of Stop Notices
1						
2						
3						
4						

[REMAINDER OF PAGE INTENTIONALLY BLANK]



## **DESIGNATION OF SUBCONTRACTORS**

[To be executed and submitted by Contractor with response to Lease-Leaseback RFP]

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Each proposing LLB entity shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number of each subcontractor, who will perform work or labor or render service to the proposing LLB entity in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the proposing LLB entity, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the proposing LLB entity's total proposal, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a protest or for considering the proposal nonresponsive if the proposing LLB entity submits the corrected contractor's license number to the District within 24 hours after the deadline for submittal of the proposal, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the proposing LLB entity fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of one percent (0.5%) of the proposing LLB entity's total proposal, the proposing LLB entity shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the District.

For any proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code Section 1725.5 shall not be grounds for filing a protest or grounds for considering the proposal nonresponsive, provided that either: the subcontractor is registered prior to the deadline for submittal of the proposal; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code Section 1725.5(a)(2)(E), if applicable, within 24 hours after the deadline for submittal of the proposal; or the subcontractor is replaced by another registered subcontractor under Public Contract Code Section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code Section 4107 for the Contractor, with the District's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable proposal.

**NOTE:** *Reproduce the following table for additional listings that do not fit on it.*



I am the authorized representative of the proposing LLB entity submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

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 \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATE**

(Labor Code Section 3700)

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

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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.

**IRAN CONTRACTING ACT OF 2010 CERTIFICATION**

(Public Contract Code Sections 2202-2208)

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

As required by California Public Contract Code (“PCC”) Section 2204 for contracts of \$1,000,000 or more, please insert your 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> _____, 2017	<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 you have 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> _____, 2017
<i>Printed Name and Title of Person Signing</i>		

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN  
BUSINESS ENTERPRISE PARTICIPATION**

*To be completed by the Contractor Submitting a Lease-Leaseback Proposal.  
PAGE 1 OF 2*

<b>PART I – IDENTIFICATION INFORMATION</b>		
BIDDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
SCHOOL DISTRICT	COUNTY	APPLICATION NO.
Elk Grove Unified School District	Sacramento County	
<p><b>PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS</b> – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.</p> <p><b>NOTE:</b> <i>Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.</i></p>		
<b>YOUR BUSINESS ENTERPRISE</b>	<b>AND YOU</b>	<b>AND YOU</b>
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and DVBE Services (OSDS).</i>	
B. <input type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/ suppliers for at least 3 percent of this contract</i>	
D. <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

**Note:** An Office of Small Business and DVBE Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

*Continued on reverse side*

**PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL** – *Architectural, engineering, environmental, land surveying or construction management firms complete this part **after** selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by **non-DVBE** firms. Note: This line is the sum of the prime and subcontractor(s) **non-DVBE** dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.

	<b>BASE BID/PROPOSAL</b>	<b>ALTERNATE #1</b>	<b>ALTERNATE #2</b>	<b>ALTERNATE #3 OR BASE BID B</b>	<b>ALTERNATE #4 OR BASE BID C</b>	<b>ALTERNATE #5 (Modernization or Reconstruction Only)</b>
A. Prime Bidder, <i>if DVBE (own participation)</i>	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						

# PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

*This worksheet is to be used to assist the Contractor in meeting the 3% DVBE participation goal*

PAGE 1 OF 2

BIDDER'S NAME	BUSINESS ADDRESS	CONTACT PERSON
TELEPHONE NUMBER	OWNER	COUNTY

### GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

### PART I – CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and DVBE Services (OSDS). OSDS publishes a searchable list of Disabled Veteran Business Enterprises Internet address – <a href="http://www.bidsync.com/DPXBisCASB">http://www.bidsync.com/DPXBisCASB</a>	(916) 375-4940		
3. DVBE Organizations ( <i>List</i> ):			
4. Write "recorded message" in this column, if applicable.			



**PART II – ADVERTISEMENTS** You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm’s name, your firm’s contact person, and phone number.

*Attach copies of advertisements to this form.*

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

**PART III – DVBE SOLICITATIONS** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSBCR.
Was <b>not</b> selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		

**IMPORTANT NOTE:**

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION**

I, \_\_\_\_\_ certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE
--------------------------------------	------

**NON-COLLUSION DECLARATION**  
(Public Contract Code Section 7106)

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

Owner: ELK GROVE UNIFIED SCHOOL DISTRICT

Project: [NAME OF] PROJECT  
[NAME OF] SCHOOL  
[CITY], 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 \_\_\_\_\_, 2017, at [CITY], California.

---

[Name]

**SUFFICIENT FUNDS DECLARATION**

(Labor Code Section 2810)

To Be Executed by Bidder and Submitted with Proposal

Owner: Elk Grove Unified School District  
Contract for: Synthetic Turf & Track Project

I, \_\_\_\_\_, declare that I am the \_\_\_\_\_ of \_\_\_\_\_, the entity making and submitting the proposal for the above Project that accompanies this Declaration, and that such proposal includes sufficient funds to permit \_\_\_\_\_ [ENTITY] to comply with all local, state or federal labor laws or regulations during the performance of the Contract for the Project, including payment of prevailing wage, and that \_\_\_\_\_ [ENTITY] will comply with the provisions of Labor Code Section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on \_\_\_\_\_ 20\_\_, at \_\_\_\_\_ [CITY], \_\_\_\_\_ [STATE].

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**  
(Education Code Section 45125.2(a))

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

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 your employee(s) will have more than limited contact with students, then you 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, 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, you are not required to comply with Education Code Section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are 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 Sections 45125.1 and 45125.2 as applicable.

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT

Under Education Code Section 45125.1, no employee of a contractor or subcontractor 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**

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Contractor Name: \_\_\_\_\_  
Supervisor/Foreman Name: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Location of Work: \_\_\_\_\_  
Hours of Work: \_\_\_\_\_  
Length of Time on Grounds: \_\_\_\_\_  
Number of Employees on the Job: \_\_\_\_\_

Yes    No  
    Employees will have more than limited contact with students as determined by Owner, or if by Contractor, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Employees 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 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: \_\_\_\_\_, 2017 Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION**

(Government Code Sections 8350 *et seq.*)

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

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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

**ROOF PROJECT CERTIFICATION**  
(Public Contract Code Section 3006(a)(b))\*

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

Owner: ELK GROVE UNIFIED SCHOOL DISTRICT

Project: [NAME OF] PROJECT  
[NAME OF] SCHOOL  
[CITY], SACRAMENTO COUNTY, CALIFORNIA

I, [NAME], [TITLE] of [COMPANY NAME], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the above-referenced Project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, [NAME], [TITLE] of [COMPANY NAME], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, [NAME], [TITLE] of [COMPANY NAME], have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

\_\_\_\_\_  
[NAME AND ADDRESS OF BUILDING, CONTRACT DATE AND NUMBER]

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2017  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name of Employer

\_\_\_\_\_  
\* Does not apply to (1) School Districts with ADA of 2,500 or fewer, or (2) projects involving repair of 25% or less of a roof, or \$21,000 or less in price.