

Tulare County Office of Education

Tim A. Hire, County Superintendent of Schools

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES

RFQ #24.01

Critical Dates

RFQ Issuance Date: June 19, 2024
“Question Deadline”: Before 2:00 p.m. on July 3, 2024
“Submittal Deadline”: Before 2:00 p.m. on July 26, 2024

Contact Person and Submittal Location

Tulare County Office of Education
“Contact Person”: Jeff Ramsay, Director of General Services
PO Box 5091
Visalia, CA 93278
6200 S. Mooney Blvd.
Visalia, CA 93277
Phone No.: (559) 733-6601 Email: jeff.ramsay@tcoe.org

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES

The Tulare County Office of Education (“**Owner**”) issues this Request for Qualifications for Architectural Services (“**RFQ**”) to request Statements of Qualifications (“**SOQ**”) from firms that are licensed and qualified to provide to Owner architectural services for state funded projects. Owner may choose multiple firms that respond to this RFQ to include in its pool of qualified firms. This pool will be maintained for five years from the date of approval. Owner has currently identified one state funded project for which architectural services are required. This project will be awarded to a firm from the pool. Additional state funded projects as identified by the Owner will be awarded as they are identified from time to time.

This RFQ describes the identified project, the required scope of work, the selection process, and the minimum information that must be included in the SOQ and proposal to be included in the pool of qualified firms.

1. SCOPE OF WORK AND PROJECTED TIMELINE.

Architectural services shall include preparation of plans and specifications, assisting Owner with bidding and contract documents, and support during construction of the projects (collectively “**Services**”). The project for which a selected respondent is to provide the Services is listed below as well as other projects that Owner may undertake from time to time.

Owner intends to undertake the following public works project (“**Project**”):

New AcCEL Learning Center
11535 Avenue 264
Visalia, CA 93277
New Building

Owner anticipates the following timeline for the design of the Project:

Description of Event and Related Requirements	Deadline/Date
1. PREPARATION AND APPROVAL OF PLANS AND SPECIFICATIONS. The selected firm shall complete the plans and specifications and obtain approval of them by all agencies having jurisdiction of the Project, including, if applicable to the Project, the Division of the State Architect, by no later than the date stated to the right.	No later than 10/31/25

2. REQUIREMENTS APPLICABLE TO PROPOSALS.

2.1 Compliance with RFQ Requirements. All proposals to this RFQ must be in strict accordance with the requirements of this RFQ. Any proposal that is not in accordance with and/or not submitted in accordance with the requirements of this RFQ will not be considered and will be returned to the applicable respondent. Owner reserves the rights to waive any irregularity and reject any or all proposals.

- 2.2 Proposal Submission.** Each respondent may submit only one proposal in response to this RFQ. Responses to this RFQ shall be submitted to and received by Owner in accordance with the Submittal Deadline based on a clock designated by Owner and at the location stated on page 1. Proposals that are not received in accordance with the Submittal Deadline will not be considered and will be returned unopened to the applicable respondent. Owner will not receive any proposal by facsimile, email, or other electronic means.
- 2.3 Cancellation or Modification of RFQ.** At any time before Owner awards the contract to the selected respondent and without any liability to any respondent, Owner reserves the right to cancel or modify, in part or in its entirety, this RFQ and to modify any of the provisions and/or deadlines stated herein. If Owner cancels or modifies this RFQ, Owner will notify all respondents through one or more written addenda.
- 2.4 Withdrawal of Proposal.** A respondent may withdraw its proposal by submitting a written request signed by the respondent's authorized representative. To be effective, the withdrawal must be received by Owner before the Submittal Deadline. After the Submittal Deadline, no respondent may withdraw its proposal for 60 days.
- 2.5 Public Record.** All proposals submitted in response to this RFQ become the property of Owner and are public records and, as such, are subject to inspection and production to the public.
- 2.6 Non-Discrimination.** Owner 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 of the proposals and the award of the contract.
- 2.7 Costs.** Each respondent is solely responsible for the costs of preparing and submitting proposals in response to this RFQ and participating in any interview.
- 2.8 No Commitment to Award Contract.** This RFQ does not commit Owner to award the contract or any other contract, defray or reimburse any costs incurred in the preparation of any proposal to this RFQ, or procure or contract for any services from any of the respondents.
- 2.9 Disabled Veteran Business Enterprises Participation.** In accordance with the Education Code, Owner has a participation goal for disabled veteran business enterprises of at least 3 percent per year of the overall dollar amount of funds allocated to Owner by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998. As a condition for final payment under any contract for architectural services, the selected respondent shall provide appropriate documentation to Owner identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that Owner can assess its success at meeting this goal.

3. SUBMITTAL FORMAT AND CONTENT

3.1 Statement of Qualifications. Each respondent must submit a Statement of Qualifications ("SOQ") that complies with the following:

- 3.1.1 Be concise, well organized, and demonstrate respondent's qualifications to perform the services required for the Project and future projects.

- 3.1.2 Not exceed 20 pages (double sided) on 8 1/2" x 11" paper, inclusive of resumes, forms, pictures, and any other documents that may be included.
- 3.1.3 Contain content that is clear, concise, and complete.
- 3.1.4 Be tabbed according to the numbering system stated below to aid in expedient information retrieval.
- 3.1.5 Be based on the scope of work stated in this RFQ.
- 3.1.6 Two copies along with a USB flash drive containing an electronic copy in portable document format (pdf) delivered to Owner in accordance with the Submittal Deadline and at the location stated on page 1 of this RFQ.
- 3.1.7 Follow the format specified below with tabs listing each section:

COVER PAGE. State this RFQ's title, as listed on the first page of this RFQ, the Submittal Deadline, and the respondent's full legal name, business address, telephone number, and facsimile number.

TABLE OF CONTENTS. Include a complete and clear listing of headings and pages to allow easy reference to key information.

1. Cover Letter. The cover letter should be brief, one page maximum. Describe how the Services will be accomplished for Owner, identify team members (e.g., joint partners and preferred sub-consultants), and include the title and signature of respondent's contact person for this RFQ. If respondent proposes to co-respond with another respondent, the cover letter must specify the type of services to be provided by each respondent and the proposed percentage allocated to each phase or function of the Services. Any changes to the Owner's requested format or deletions of requested materials must be explained in the cover letter. Each signatory shall be a person with official authority to bind the respondent.
2. Qualifications and Experience. Describe respondent's experience in providing architectural services for COE's (County Office of Education) and California public school districts and how the experience, technical and professional skills will meet the goals of this RFQ. List the total value of projects the respondent has completed in the last three years. List respondent's experience where respondent performed services similar to the Services required by this RFQ, emphasis placed on work for COE's; include for each Project:
 - 2.1 Name, location, and description of the project.
 - 2.2 Dates of contract award and completion of project.
 - 2.3 Name of owner, and name and telephone number of owner's representatives.
 - 2.4 Respondent's team members, and consultants, describing the exact tasks that each performed.
 - 2.5 Total project cost.

3. Methods and Strategic Plan. Describe in detail respondent's methods and plan for carrying out the Services. Include in this information a detailed description of scheduling based on the timelines and information provided in this RFQ. Describe respondent's approach to the Project, including any creative methodology or technology that respondent uses or unique resources that respondent can offer. Include the following:
 - 3.1 Design Process. Please describe the design process that respondent proposes for the Project and provide responses as to how respondent will perform the following:
 - 3.1.1 Ensure that designs are consistent with the Owner's vision.
 - 3.1.2 Coordinate the work by the various sub-consultants.
 - 3.1.3 Provide quality assurance in the plans and specifications.
 - 3.1.4 Ensure that the Project remains within budget.
 - 3.1.5 Secure the various agencies' approvals for the Project, including, where applicable, DSA and experience with OPSC's Hardship program.
 - 3.2 Bidding and Construction Contracts. Owner anticipates the Project will use the design-bid-build project delivery method. Describe the support respondent will provide to Owner related to preparation of bid and contract documents. Describe how respondent will assist Owner in securing qualified bidders and selecting contractors.
 - 3.3 Construction and Occupancy. Describe the desired working relationship in the field with the general contractor and with any school site personnel who may be present when working on an existing school. Please describe respondent's involvement on-site during construction of the Project, for example, frequency of visits and by which of respondent's staff, and communications with Owner and the general contractor regarding anticipated issues.
4. Past Performance Record. If any of the following has occurred relating to any contract on a public works project pursuant to which respondent was required to provide architectural and related services, please describe in detail the circumstances for each occurrence:
 - 4.1 Failure to enter into a contract for any project once selected.
 - 4.2 Withdrawal of a proposal on a project as the result of an error.
 - 4.3 Termination or failure to complete a contract on a project.
 - 4.4 Involvement in litigation, arbitration or mediation on a contract.
 - 4.5 Knowing concealment of any deficiency in the performance of a contract.

- 4.6 Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- 4.7 Violation of applicable rules, laws or regulations relating to a project.
- 5. Organizational Chart. Provide an organizational chart containing the names of all key personnel, joint venture partners, and preferred sub-consultants with titles and their specific task assignment for the Project. Owner's evaluation will consider the entire team. Therefore, no changes in the team's composition will be allowed without Owner's prior written approval. Include preferred sub-consultants in the following areas:
 - 5.1 Structural Engineering
 - 5.2 Mechanical Engineering
 - 5.3 Electrical Engineering
 - 5.4 Civil Engineering
 - 5.5 Landscape Design
- 6. Fees. Please provide a current fee schedule for the Services required for the Project and future projects, including fees for labor and reimbursable expenses.
- 7. Proposal Form. Complete and sign the Proposal Form that is attached to this RFQ.

6. EVALUATION CRITERIA AND METHOD

- 6.1 **Criteria.** Owner will evaluate each proposal to this RFQ according to the criteria listed below:
 - 6.1.1 Demonstrated competence and professional qualifications necessary for the satisfactory performance of the Services required for the Project and future projects.
 - 6.1.2 Specialized experience and technical competence of the respondent (including principal firms, joint venture-partners, and sub-consultants) considering the types of Services required; the complexity of the project; record of performance; and the strength of the key personnel who will be dedicated to the Project and future projects.
 - 6.1.3 Fees for the Services required for the Project are fair and reasonable prices. Owner reserves the right to award the contract for the Project to the respondent other than the respondent that submits the lowest prices.
 - 6.1.4 Conformance to the requirements in this RFQ.
 - 6.1.5 Organization, presentation, and content of the proposal.
 - 6.1.6 Proposed methods and overall strategic plan to accomplish the Services in accordance with the timeline and requirements stated in this RFQ.

6.1.7 Knowledge and understanding of the local environment and a local presence for interfacing with the Owner.

6.1.8 Organizational and financial stability of the respondent and/or a consultant team.

6.2 Method. A selection committee formed by the Owner (**“Owner Selection Committee”**) will review the proposals and recommend one or more respondents to which to add to the pool of qualified firms. Project contracts will be awarded to respondents selected to be in the pool of qualified firms. Any Owner employee who has a relationship with any respondent that would subject the employee to the prohibition of Government Code section 87100 shall not participate in the selection process. Any practices that might result in unlawful activity, including, but not limited to, rebates, kickbacks, or other unlawful consideration are prohibited.

6.3 Review of Proposals, Interview, and Contract Negotiation and Award.

6.3.1 REVIEW OF PROPOSALS. After receiving proposals, Owner will review all proposals that have been submitted to and received by Owner in accordance with the Submittal Deadline at the Submittal Location.

6.3.2 INTERVIEWS. Owner may conduct one or more interviews. If Owner decides to conduct any interview, Owner will notify each respondent that has been selected to participate in an interview.

6.3.3 CONTRACT NEGOTIATION AND AWARD. Upon selection to be included in the pool of qualified firms and selected as the best qualified firm for a specific project, Owner will commence negotiation with such respondent. Owner will negotiate the contract with the best qualified respondent, as determined by Owner, at compensation that Owner determines is fair and reasonable to Owner. If Owner is unable to negotiate a satisfactory contract with the respondent that Owner considers to be the most qualified at a price Owner determines to be fair and reasonable to Owner, Owner may terminate negotiation with that respondent. Owner may then undertake negotiation with the second most qualified respondent, as determined by Owner. If the negotiation fails with the second most qualified respondent, Owner may undertake negotiation with the third most qualified firm. If Owner is unable to negotiate a satisfactory contract with any of the selected respondents, Owner may select additional respondents, if any, in order of their competence and continue negotiations until a contract is reached.

The contract will be the Architectural Services Agreement that is included in this RFQ as Exhibit A subject to any modifications agreed to by the selected respondent and Owner.

6.4 Additional Information and Documentation. Throughout the RFQ and contract negotiation process, Owner reserves the right to request clarifications or additional documents or information from any or all respondents in order for Owner to properly consider and select the successful respondent(s). Unless stated otherwise in Owner’s request, each respondent, who is asked to provide clarifications or additional documents or information, shall provide such clarifications or additional documents or information to Owner within 48 hours of Owner’s request. If a

respondent fails or refuses to provide the requested clarifications or additional documents or information, Owner, without any notice to such respondent, may refuse to review and consider such respondent's proposal to this RFQ.

7. QUESTIONS AND OWNER CONTACT

Owner looks forward to receiving proposals to this RFQ. If any potential respondents have any questions regarding the Project or this RFQ, the respondent must submit them in writing and by email to the Contact Person listed on page 1 of this RFQ. Owner will respond to the questions by issuing one or more addenda to all entities that Owner knows have received this RFQ. Owner is bound only by responses that are in a written addendum. Any addenda issued by Owner shall constitute and become a part of this RFQ.

All potential respondents are requested not to contact members of the Owner's Board of Trustees or Owner administration in connection with the Project, this RFQ, or the selection process. Any respondent who violates this request will be disqualified from being considered for award of the contract/contracts to provide Services on the Projects.

PROPOSAL FORM
ARCHITECTURAL SERVICES

Respondent's Legal Name: _____

Address: _____

Contact Person Name: _____ Title: _____

Phone No.: (____) _____ FAX No.: (____) _____

Email: _____

Dear Tulare County Office of Education ("**Owner**"):

The above-listed Respondent understands and agrees that: (1) this Proposal Form must be completed and submitted to Owner in accordance with the instructions contained herein and in the RFQ; and (2) when requested by Owner, Respondent shall furnish evidence satisfactory to Owner of the authority of each person executing below on Respondent's behalf. If Respondent is a *partnership*, this Proposal Form must be signed in the partnership's name and by a general partner authorized to bind the partnership, with the name and title of the person signing typed or printed below the signature. If Respondent is a *corporation*, this Proposal Form must be signed in the corporation's legal name and by the chairman of the board, president or any vice president, *and* by the secretary, assistant secretary, the chief financial officer or assistant treasurer, with the name and title of each person signing typed or printed below the signature.

OFFER TO ENTER INTO CONTRACT

Respondent hereby proposes to enter into the Agreement for Architectural Services ("**Agreement**") with Owner and to furnish the Services required therein.

RESPONDENT STIPULATIONS

Respondent understands and agrees as follows:

1. Respondent designates the contact person and address listed above as Respondent's office to which Owner may communicate with Respondent.
2. Respondent has carefully examined the RFQ, and all documents describing the scope and requirements for the Project.
3. Respondent checked carefully all information and amounts stated in this Proposal Form and other documents submitted in response to the RFQ. Respondent understands that Owner will not be responsible for any errors or omissions of Respondent in completing this Proposal Form or any other documents.
4. If Owner selects Respondent as the successful respondent, the following shall apply: (A) Respondent shall cooperate in good faith with Owner to agree upon and finalize the

Agreement; (B) within five business days of the date on which the Agreement is finalized, Respondent shall execute the Agreement and deliver all documents required by the Agreement to Owner; (C) if Respondent fails to so execute the Agreement and deliver the required documents, Owner, in addition to any remedy that Owner has or may have against Respondent, may negotiate with and award the Agreement to another respondent without any liability or notice to Respondent.

Each person executing below declares under penalty of perjury under the laws of the State of California and executes on behalf of the above-named Respondent that the representations made in this Proposal Form, the Statement of Qualifications, and all other documents submitted in response to the RFQ are true and correct and that he/she is duly authorized to execute this Proposal Form on behalf of and to bind Respondent.

Signature: _____ Dated: _____

Print Name: _____ Title: _____

Signature: _____ Dated: _____

Print Name: _____ Title: _____

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Owner: Tulare County Office of Education

Contract for: REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL
SERVICES

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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 _____, 20___, at _____ [city], _____ [state].

Signature

Print Name

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2(a))

Note: This document must be executed and submitted with the bid.

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 §§ 45125.1 and 45125.2 as applicable.

Dated: _____

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 subdivision (c) of Section 667.5 of the Penal Code. Those 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.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any

methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

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

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

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

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Employees 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: _____
Signature _____
Typed Name: _____
Title: _____

*Note: This document must be executed and submitted with the executed Agreement between
Owner and Contractor.*

DRUG-FREE WORKPLACE CERTIFICATION

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

Date

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) 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/financial institution identified below, and the bidder/financial institution 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/bidder, for 45 days or more, if that other person/bidder 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 Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution 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 enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>