



LAWNDALE ELEMENTARY SCHOOL DISTRICT
REQUEST FOR QUALIFICATION/PROPOSALS
INFRASTRUCTURE MODERNIZATION & UTILITY SAVINGS
PROGRAM RFQ/P: # 2023-0001

PROJECT INTEREST FORM

If you have interest in the Request for Proposals for an Infrastructure Modernization & Utility Savings Program, please complete this form in its entirety and immediately email to karla_bertran@lawndalesd.net to ensure you receive the most up-to-date information about this project.

Your Name:

Company Name:

Company Address:

Email Address:

Phone Number:

Company Officer:

Years in Business:



NOTICE CALLING FOR PROPOSALS - Lawndale Elementary School District
INFRASTRUCTURE MODERNIZATION & UTILITY SAVINGS PROGRAM
RFQ/P: # 2023-0001

Notice is hereby given that the Lawndale Elementary School District (District) is requesting proposals from qualified design-build firms capable of providing comprehensive energy, gas, and water infrastructure modernizations for Lawndale Elementary School District ("District"). It is the intent of the District to improve the health and efficiency of its facilities through indoor air quality improvements, utility savings measures, and other operational efficiencies. To fund the program, the District "Owner" intends to utilize state programs, such as but not limited to AB 841, utility incentive programs, federal programs, general obligation bonds, and/or other budget-neutral funding solutions.

Respondent will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time which pose a potential conflict of interest.

Prior to considering the program for implementation, an agreed upon scope of work and funding plan will require separate board approval. The District intends to award an implementation agreement for energy conservation services under the provisions of California Government Code sections 4525 et seq., Government Code section 53060 et seq., Government Code section 4217 et seq., Education Code section 17250, or Public Contract Code section 20111 which requires program savings pay for the cost of improvements.

The District, at its sole discretion, may select the awarded respondent for subsequent phases of work. The District, at its sole discretion, also reserves the right to reject any or all bidders.

Failure to comply with the above provisions shall constitute grounds for immediate rejection of the proposal, in addition to whatever other remedies the District may have.

Each RFQ/P packet must conform and be responsive to the requirements set forth in this RFQ/P, and must be submitted in the format specified by the District as defined in this RFQ/P. The RFQ/P requires a bid bond. The District reserves the right to waive any informalities or irregularities in the RFQ/P packets. Further, the District reserves the right to reject all RFQ/P packets and to negotiate contract terms with one or more respondents.

Copies of this Request for Proposal may be obtained from the District's website, and are available in PDF format under the Purchasing Department's webpage at <https://www.lawndalesd.net/departments/purchasing/projects>

Questions regarding this RFP must be submitted in writing by email to karla_bertran@lawndalesd.net and jorge_ramirez@lawndalesd.net on or before Monday, October 30, 2023 by 1:00 p.m. Only questions with Infrastructure Modernization & Utility Savings Program in the subject line will be accepted. Questions will not be answered over the phone. All responses to questions will be released by Friday, November 3, 2023 by 5:00 p.m.

ALL PROPOSALS ARE DUE in the Purchasing Office by 11:00 AM, November 13, 2023 and must be labeled with the words "SEALED PROPOSAL- RFP INFRASTRUCTURE MODERNIZATION & UTILITY SAVINGS PROGRAM." Proposals received after this date and time will not be accepted.

Release Date: Tuesday, October 18, 2023

REQUEST FOR QUALIFICATIONS & PROPOSALS (RFQ/P) NO. 2023-0001
Infrastructure Modernization & Utility Savings Program

This RFQ/P seeks proposals from qualified design-build firms capable of providing comprehensive energy, gas, and water infrastructure modernizations for Lawndale Elementary School District (“District”). It is the intent of the District to improve the health and efficiency of its facilities through indoor air quality improvements, utility savings measures, and other operational efficiencies. To fund the program, the District “Owner” intends to utilize state programs, such as AB 841, utility incentive programs, federal programs, general obligation bonds, and/or other budget-neutral funding solutions.

RESPONSE DEADLINE FOR PROPOSALS: 11:00 AM, November 13, 2023

RFQ/P Contact for Questions & Submission:

Lawndale Elementary School District
Attn: Karla Bertran, Director of Purchasing
4161 W. 147th St.
Lawndale, CA 90260

I. RFQ/P PROCESS

The District intends to select a qualified provider for the development, implementation (design, construction, installation, commissioning), monitoring, and reporting of a comprehensive infrastructure modernization and utility savings program. Upon RFQ/P award, the selected respondent shall conduct districtwide site assessments for determining a potential scope of work. Site assessments must be conducted in accordance with the funding guidelines for AB- 841 or other funding sources pursued.

Prior to considering the program for implementation, an agreed upon scope of work and funding plan will require separate board approval. The District may, at its discretion and pursuant to applicable law(s), award an implementation agreement for energy conservation services to the selected firm under the provisions of California Government Code section 4525 et seq. (the professional services statute), Government Code section 53060 et seq. (the special services statute), Government Code section 4217 et seq. (the energy efficiency statute), Education Code section 17250 (the design-build statute), or Public Contract Code section 20111 (the general procurement statute for school districts) in accordance to a best value selection.

The District, at its sole discretion, may select the awarded respondent for subsequent phases of work. The District, at its sole discretion, also reserves the right to reject any or all bidders.

Questions regarding this RFQ/P must be submitted in writing by email to karla_bertran@lawndalesd.net and jorge_ramirez@lawndalesd.net on or before Monday, October 30, 2023 by 1:00 p.m.

All responses to questions will be released by Friday, November 3, 2023 by 5:00 p.m.

ALL PROPOSALS ARE DUE BY NOVEMBER 13, 2023 no later than 11:00 a.m. Proposals received after this date and time will not be accepted.

Each RFQ/P packet must conform and be responsive to the requirements set forth in this RFQ/P, and must be submitted in the format specified by the District as defined in this RFQ/P. The District reserves

the right to waive any informalities or irregularities in the RFQ/P packets. Further, the District reserves the right to reject all RFQ/P packets and to negotiate contract terms with one or more respondents.

II. PROJECT GOALS

The District's ultimate goals are to: 1) improve the health and safety of classrooms and facilities, 2) promote efficient facilities operations through reduced utility and maintenance costs, and 3) utilize funding alternatives to relieve budget pressure. Respondents shall support the District's goals by developing, implementing, and monitoring a comprehensive program that accomplishes the following:

- Achieves long-term cost savings through reduced energy, gas and water usage
- Has experience in energy saving reports for state funded programs such as Prop 39 and AB841
- Creates general fund relief through reduced operating expenditures
- Helps prepare facilities for safe operations during the current health pandemic, and to assist the district with a safe operations plan post-pandemic
- Meets current health guidelines for indoor air quality and ventilation standards
- Upgrades antiquated and inefficient equipment within the guidelines of AB841 or other funding sources pursued
- Maintains consistent and reasonable levels of occupant comfort
- Maintains or improves building functionality and compatibility with existing equipment
- Improves utilization of technology to achieve optimum performance and savings
- Minimizes financial and technical risk to the Owner and Owner's maintenance staff
- Provides training to employees on maintenance and repair of equipment and controls
- Provides comprehensive funding solutions including application preparation and reporting requirements in accordance with AB 841 requirements.
- Be available to work with the district through multiple application process per the AB 841 process

III. MINIMUM REQUIREMENTS

Respondents must meet the following minimum requirements to participate in the District's RFQ/P process:

- Have five (5) California K-12 customer references for which the respondent has completed/is currently working on CalSHAPE projects or has provided turnkey energy services in the past five (5) years.
- Currently on the U.S. Department of Energy's (DOE) Qualified List of Energy Service Companies
- Active G.C. license in California
- Minimum of \$10 Million in bonding capacity
- No pending or recent litigation associated with the savings performance and/or measurement and verification (M&V) of a guaranteed energy savings project.
- Licensed professionals and qualified testing personnel as required for applicable funding programs such as AB-841.

IV. SCOPE OF WORK

Upon award, the selected respondent will be required to perform districtwide site assessments to evaluate infrastructure needs and develop a scope of work tailored for the District's objectives. Specifically, the awarded respondent will evaluate and propose applicable efficiency, indoor air quality and sustainability measures including but not limited to:

- Heating Ventilation & Air Conditioning (HVAC) modernizations
- Ventilation improvements
- Air cleaning technologies
- Interior and exterior lighting upgrades
- Building Automation System (BAS) installation, upgrade, or expansion
- Solar, battery storage, and other renewable technology
- Water conservation including touchless faucet and toilet replacements
- Building envelope upgrades
- Other related infrastructure improvements
- Other training, remote monitoring services, and on-going support services that will ensure objectives of program are met over the term of the agreement

Once a scope of work and funding plan is approved by Staff and the Board, the selected respondent will obtain all applicable funding sources on the District's behalf. After funding is secure, the selected respondent will provide turnkey implementation services for the approved scope of work including all necessary permits, engineering, any Division of the State Architect (DSA) requirements, procurement, delivery, installation, commissioning, training, warranty service, and compliance with any applicable funding programs. After the scope of work has been fully implemented, the selected respondent will be required to provide measurement & verification services to monitor post-retrofit utility usage and track energy savings.

V. PROPOSED TIMELINE

Release of RFP:	October 18, 2023
Respondent Questions Due:	October 30, 2023, by 1:00 p.m.
Publish Notice of Public Hearing:	October 31, 2023
LESD Answers Questions:	November 3, 2023, by 5:00 p.m.
Deadline for Receipt of Proposals:	November 13, 2023, no later than 11:00 a.m.
Final Candidate Interview Process:	TBD
BOE Meeting:	December 14, 2023

VI. PROPOSAL SUBMISSION REQUIREMENTS

Sealed Bids will be received until November 13, 2023 at 11:00 a.m. PST, at 4161 W. 147th St., Lawndale, CA 90260 at or after which time the bids will be opened virtually. All Bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including but not limited to, the Instructions to Bidders.

A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

It is critical that all responses follow the same format to allow equal and fair evaluation of each response. Responses should be limited to twenty-five (25) pages (not including table of contents, cover letter, forms, or sample contracts/agreements) and include the following:

SECTION

Proposals should be divided by sections according to items in the index. This will assist the evaluating team in identifying items and information submitted with the proposal.

TABLE OF CONTENTS

The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

COVER LETTER

A signed letter of interest (no more than one (1) page), stating the respondent's interest and qualifications in providing the services as outlined in the RFQ/P. Please describe how the respondent meets the minimum requirements as described in section III of the RFQ/P.

Section 1: Background, Financial Capacity & Management Structure

- a) Provide general information on the respondent including: a brief history of the firm, key differentiating factors and areas of expertise, length of time performing services, and location of California offices.
- b) Provide a statement of the respondent's financial capacity and capability to perform to the terms of this solicitation request.
- c) Describe the management structure of the responding firm and include an organizational chart. Provide resumes for personnel to be used on this project and describe their qualifications and experience with projects of a similar size and scope.

Section 2: Litigation Disclosure

Describe any involvement as a party in any formal litigation, arbitration or mediation associated with savings performance on an energy savings contract or specifically related to an Investment Grade Audit (IGA) agreement in the last seven years under any previous or current firm names, along with a description of the nature and outcome of such litigation.

Section 3: References

Provide detailed project histories for a minimum of five (5) California K-12 districts, for which the responding firm completed or is currently working on CalSHAPE projects or has provided turn-key responsibility for similar design-build utility savings programs in the past five (5) years. Describe the scope of work, start/completion date, services and equipment provided, project size, total project savings, and funding sources.

Section 4: Project Approach

- a) Provide a description of the respondent's approach to performing site assessments and identifying infrastructure improvements and how long this process will take.
- b) Provide a description of the respondent's approach to managing the project implementation and procedures for minimizing occupant disruptions.

- c) Describe the steps taken by the respondent during and after the turnover process to ensure successful project implementation.
- d) Describe training programs available for district employees.

Section 5: Funding Sources

Describe the respondent's experience with obtaining funding for California K-12 district in the areas of energy infrastructure, utility savings, sustainability programs or other facilities improvements. Please describe specific funding sources that the respondent has facilitated and successfully obtained, including any funding solutions or approaches which may be unique or exclusive to the respondent.

Section 6: Savings

- a) Describe the respondent's approach to projecting and proving utility savings.
- b) Describe the methodology and formulas utilized for reporting of the savings.
- c) Provide a description of monitoring services after implementation.
- d) List any projects in which savings projections were not met and how each was resolved.

Section 7: Additional Benefits and Value Added Elements

Please describe any additional benefits that may result from program implementation and the respondent's added value elements in delivering infrastructure modernizations, sustainability programs and other programs that enhance the health of students and staff.

Section 8: Contracts, Pricing and Forms

Provide sample contracts for an investment grade audit, project installation, Measurement & Verification (M&V) including terms and conditions. Complete and include enclosed pricing proposal and acknowledgement form.

Section 9: Schedule Forms:

It is required that the attached schedule forms be completed and returned with your Proposal organized in alphabetical order. If any form is not applicable, the form should be returned stating "not applicable". For all schedule forms, original signature pages are required.

VII. PROPOSAL EVALUATION CRITERIA

The District will evaluate qualifications based on the scoring criteria outlined in this section. The District shall be the sole judge of the qualifications and services to be offered and its decision shall be final. Discussions may be conducted with respondents who submit qualifications determined to be reasonably acceptable of being selected for award:

Scoring Criteria

- a) **Background:** i.e. qualifications, experience, resources, financial solvency. (10 pts)
- b) **Litigation Disclosure** (15 pts)
- c) **Project Team & Management structure:** i.e. strength of proposed team, trainers, and management structure. (20 pts)
- d) **Project History & References:** i.e. relevant past project experience. (50 pts)
- e) **Project Approach:** i.e. approach to completing study, program implementation, project management, training, etc. (15 pts)
- f) **Funding Sources:** i.e. funding experience & unique funding sources. (35 pts)
- g) **Additional Benefits & Added Value:** i.e. additional benefits resulting from implementation and respondent's added value elements. (10 pts)
- h) **Savings:** i.e. savings approach and track record. (35 pts)
- i) **Contracts & Forms:** i.e. sample contracts, terms & conditions, pricing proposal & completed forms. (30 pts)
- j) **Response:** responsiveness and compliance with the requirements of the proposal. (5 pts)

Total Maximum Point Valuation: 225

EXHIBIT A

PRICING PROPOSAL

PRICING PROPOSAL
RFQ/P # 2023-0001
Infrastructure Modernization & Utility Savings Program

Pursuant to and in compliance with your Notice Requesting Proposals and all other documents relating thereto, the undersigned respondent, having familiarized himself with the terms and conditions of the proposal documents, hereby proposes and agrees to perform the work to be done and to provide all labor and materials necessary to perform the work.

Name of Respondent: _____

INVESTMENT GRADE AUDIT (IGA):

Does the respondent require an IGA agreement be entered into before a scope of work, price and savings can be finalized?

- YES NO

If an IGA agreement is required, does it include exit fees and/or penalties in the event the District chooses to not implement the IGA findings?

- YES NO N/A

What is the respondent's price to complete an IGA?

\$_____ Lump Sum

IMPLEMENTATION:

What is the respondent's profit fee for program implementation?

Profit_____%

What is the respondent's hourly rates for project and construction management? (Please attach)

EXHIBIT B

ACKNOWLEDGEMENT FORM

ACKNOWLEDGEMENT FORM
RFQ/P # 2023-0001
Infrastructure Modernization & Utility Savings Program

Pursuant to and in compliance with your Notice Requesting Qualifications and Proposals and all other documents relating thereto, the undersigned respondent, having familiarized himself with the terms and conditions of the proposal documents, hereby proposed and agrees to perform the work to be done and to provide all labor and materials necessary to perform the work.

Name of Respondent: _____

ACKNOWLEDGEMENT OF AMENDMENTS:

The respondent acknowledges receipt of issued amendments.

Amendment Number						Initial Here
Date						

EXHIBIT C

SCHEDULE FORMS A-O

Schedule A

CERTIFICATION OF PROPOSAL

I (We) have read the Lawndale Elementary School District (“LESD”) Request for Qualification/Proposal (“RFQ/P”) and fully understand its intent. I (We) certify that I (we) have adequate personnel and resources to fulfill the proposal requirements. I (We) further understand that our ability to meet the criteria and provide the required services shall be judged solely by LESD.

I (We) further certify that, since the receipt of this RFQ/P, no contact, discussion, or negotiation has been made nor will be made regarding this proposal, with any LESD employee or Board Member other than the listed contact people in the RFQ/P. I (We) understand that any such contact could disqualify this proposal.

I (We) certify that all schedules and addenda contained herein shall be considered part of the entire RFQ/P and that the complete documents submitted shall be considered a legally binding document.

Submitted by:

Proposer’s Name

Authorized Signature

Name and Title

Telephone

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.

Schedule B

ORGANIZATION

Entity Name _____

Principal Name/Title _____

Address _____

Phone _____

Fax _____

HISTORY/PROFILE OF PROPOSER OR PROPOSER'S FIRM.

DESCRIPTION OF ORGANIZATION (IF APPLICABLE). DESCRIBE IN DETAIL YOUR FIRM'S QUALIFICATIONS AND CAPABILITIES LISTED IN SCOPE OF SERVICES.

ATTACH RESUMES OR ANY ADDITIONAL INFORMATION ABOUT THE PROPOSER OR HIS OR HER COLLEAGUES THAT MAY BE CALLED UPON TO CONSULT WITH PVPUSD.

****If additional space is needed, please attach information as an addendum to this Schedule B. ****

Schedule C

REFERENCES, EXPERIENCE AND EXPERTISE

Provide a list of organizations for whom you have provided the Services outlined in this RFP in the last three (3) years. Provide a short summary of the Services provided and the dates of Service. Please include a name and telephone number of a contact person who supervised your work where possible.

****If additional space is needed, please attach information as an addendum to this Schedule C.****

Schedule D

COST

A. I (We) the undersigned, hereby propose to furnish all supervision, labor, materials, tools, equipment, supplies, services, insurance, transportation, and other incidental requirements necessary to perform the work in accordance with the foregoing RFP. The price quoted in the Proposal will be held firm for the duration of the contract period.

Please itemize any services or other expenses that are not included in the Vendor's Proposal.

**PRICING PROPOSAL FORM
RFQ/P # 2003-0001
Infrastructure Modernization & Utility Savings Program**

CALSHAPE SERVICES

DESCRIPTION	TOTAL COST
HVAC Assessment	
Filters	
CO2 Monitors	
Contingency Repairs & Maintenance	
TOTAL	

*If additional space is needed, please attach information as an addendum to this Schedule D.**

Schedule D (Continued)

COST

- B. I (We) acknowledge receipt of the following RFQ/P addenda and have included their provisions in our proposal: (only necessary if additional RFQ/P addenda have been issued)

Addendum No. _____ Addendum Date _____

- C. I (We) agree to hold the RFQ/P amount firm for thirty (30) calendar days after the receipt of the proposal by LESD. The contract period will be for one (1) year, with the option to exercise two (2) one-year extensions.

- D. I (We) have read and understand the RFQ/P documents. Furthermore, I (We) are prepared to comply with all the requirements contained therein. Submitted by:

Proposer's Name

Authorized Signature

Name and Title

Telephone

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.
Unsigned responses will not be considered.

Schedule E

NON-COLLUSION AFFIDAVIT

State of: _____ County of: _____

I state that I am the _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, shareholders, principals, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this RFP response.

I hereby certify that:

- (1) The price(s) and amount(s) of this RFQ/P response have been arrived at independently and without consultation, communication or agreement with any other Vendor.
- (2) Neither the price(s) nor the amount(s) of this RFQ/P response, and neither the approximate price(s) nor approximate amount(s) of this RFQ/P response, have been disclosed to any other firm or person who is a Vendor or potential Vendor, and the price(s) and/or amount(s) will not be disclosed before RFQ/P response opening.
- (3) No attempt has been made or will be made to induce any other firm or person to refrain from RFQ/P response ding on this contract, or to refrain from submitting an RFQ/P response higher than this RFQ/P response, or to submit any intentionally high or noncompetitive RFQ/P response or other form of complementary or bogus RFQ/P response.
- (4) The RFQ/P response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or persons to submit an intentionally high or noncompetitive RFQ/P response or other form of complementary or bogus RFQ/P response.
- (5) _____, its affiliates,
(Name of Firm)

subsidiaries, shareholders, principals, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to RFQ/P response on any public contract, except as follows:

Schedule F

CERTIFICATION OF DISCLOSURES

Submission of the complete and accurate Certification of Disclosures is a requirement for consideration.

1. Provide a disclosure of any and all relationships with current District employees and/or Board members that could be determined to be a conflict of interest for this RFQ/P.
2. Disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm's that could present a real or perceived conflict of interest.
3. Disclosure of all litigation involving your firm in the last five (5) years. Briefly state the nature of the action and the outcome.
4. Within the last five years, has your company been terminated by a client during the course of any project? If so, please explain.

Information Above Completed By **(Signature)**:

Name: _____

Position: _____

Date: _____

Above Information Reviewed and Certified to be True By **(Signature)**:
(Must be an Owner, Managing Partner, or Chief Executive of the Firm)

Name: _____

Position: _____

Date: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.

Schedule G

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Lawndale Elementary School District. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE; Subcontractor's address, telephone number, license number, and expiration date information may be omitted from this form but **MUST** be submitted within twenty four hours following the opening of Proposals. Subcontractor's name, city of location, and scope of work must be stated on the Proposal enclosed in the sealed envelope.

Proposer Name

SUBCONTRACTORS

LIST

All subcontractors in excess of ½ of 1% of total Proposal must be listed.

SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()

Add additional pages as necessary.

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.

Schedule H

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Lawndale Elementary School District (hereafter called "Owner") in the sum of _____ (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

By

(Corporate Seal)

Principal's Signature

Typed or Printed Name

Principal's Title

By

(Corporate Seal)

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service of process in California if different from above)

(Telephone Number of Surety and agent or
representative for service of process in California).

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.

SCHEDULE I

**PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Lawndale Elementary School District (sometimes referred to hereinafter as "DISTRICT") has awarded to _____;
(Hereinafter designated as the "CONTRACTOR")
an agreement for the work described as follows: RFQ/P# 2023-0001 Infrastructure Modernization & Utility Savings Program (hereinafter referred to as the "Work"); and

WHEREAS, the work to be performed by the CONTRACTOR is more particularly set forth in that certain contract for said Work dated _____ (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and;

WHEREAS, the CONTRACTOR is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, We, _____, the undersigned Proposer, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the LAWNDAL ELEMEN TARY SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Oblige e under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded CONTRACTOR, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Oblige e, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

For value received, the Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

No final settlement between the DISTRICT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

CONTRACTOR and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with enforcement of the bond, CONTRACTOR and Surety shall pay DISTRICT's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20 .

PRINCIPAL/PROPOSER:

By: _____

SURETY:

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$

(This must be filled in by a corporate surety).

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE
Unsigned responses will not be considered.

Schedule J

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the LAWNDALE ELEMENTARY School District (sometimes referred to hereinafter as "DISTRICT") has awarded to _____;
(Hereinafter designated as the "CONTRACTOR")
an agreement for the work described as follows: RFQ/P# 2023-0001 Infrastructure Modernization & Utility Savings Program (hereinafter referred to as the "Work"); and

WHEREAS, said Proposer is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Proposer, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the LAWNDALE ELEMENTARY SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$_____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud

practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Proposer or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL/PROPOSER:

By: _____

SURETY:

By: _____

Attorney-in-Fact

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____(Surety) and acknowledged to me that he/she/they subscribed the name of the _____(Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.

Schedule K

INSURANCE REQUIREMENTS FORM

The Proposer shall not commence work until it has obtained all the insurance required in this Form, and such insurance has been approved by the District.

A. Proposer shall obtain and maintain the following policies and coverage. The insurance furnished by the Proposer shall provide coverage in amounts not less than the following:

(1) Comprehensive or Commercial Form General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the Proposer and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$1,000,000 General Aggregate

\$1,000,000 Each Occurrence - combined single limit for bodily injury and property damage.

(2) Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Proposer and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:

\$1,000,000 Each Accident—combined single limit for bodily injury and property damage.

(3) Workers' Compensation: including Employers Liability limits of \$1,000,000 and other limits as required under California law.

B. Proposer shall submit to the District certificates of insurance and original endorsements to the policies of insurance required by this Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the District, except for non-payment of premium for which notice shall be ten (10) days. Renewal certifications and endorsements shall be timely filed by the Proposer for all coverage until the work is accepted as complete. The District requires the Proposer to furnish the District complete, certified copies of all required insurance policies. The Proposer shall notify the District in writing of any material change in insurance coverage.

C. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the Board of Education, the District; their officers, employees, representatives, and agents shall be covered as additional insured(s). The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

(2) For any claims related to the work, the Proposer's insurance coverage shall be primary insurance as respects the Board of Education, the District; their officers, employees, representatives, and agents. Any insurance or self-insurance maintained by the Board of Education, the District, their officers, employees, representatives, and agents shall be in excess of the Proposer's insurance and shall not contribute with it.

(3) Each insurance policy required by this Section shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the District, except for non-payment of premium for which notice shall be ten (10) days).

(4) The Board of Education, the District, their officers, employees, representatives, and agents shall not by reason of their inclusion as additional insured(s) incur liability to the insurance carriers for payment of premiums for such insurance.

D. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII or equivalent carrier otherwise acceptable to the District.

E. Miscellaneous.

(1) Any deductible under any policy of insurance required in this Form shall be Proposer's liability.

(2) Acceptance of certificates of insurance by the District shall not limit the Proposer's liability under the Agreement or Contract.

(3) In the event the Proposer does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the District. The Proposer shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Proposer, the District may pay for the insurance from Agreement sums otherwise due the Proposer.

(4) If the District is damaged by the failure of Proposer to provide or maintain the required insurance, the Proposer shall pay the District for all such damages.

(5) The Proposer's obligations to obtain and maintain all required insurance are non-delegable duties under the Agreement or Contract.

DATE: _____

PROPOSER

By: _____
Signature

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.

Schedule L

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by 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 service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the District 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 awarded herein is subject to termination, suspension of payments, 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 Sections 8350 et. seq.

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

DATE: _____

CONTRACTOR

By: _____
Signature

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.
Unsigned responses will not be considered.

Schedule M

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and TOBACCO-FREE
CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR

By: _____
Signature

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.
Unsigned responses will not be considered.

Schedule N

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
(Name of Contractor)

(Mark the corresponding box next to the option you have selected)

- Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the LAWNDALE ELEMENTARY School District, pursuant to the contract/purchase order dated and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached here to as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- 1) The installation of a physical barrier at the worksite to limit contact with pupils.
 - 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____, 20_____

(Name of Contractor/Consultant)

By its:

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.

Schedule O

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which 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 employees.

I am aware of the provisions of 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 provision before commencing the performance of the work of this contract.

Proper Name of Bidder

By:

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 awarding body prior to performing any work under this contract.

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.