

Oxnard School District



REQUEST FOR PROPOSALS

PROJECT INSPECTION SERVICES (IOR) FOR MARINA WEST ELEMENTARY SCHOOL NEW MODULAR CLASSROOM BUILDINGS

RFP Responses Due:

Monday October 21, 2024, at 1:00 PM

Respondents deliver one (1) electronic PDF copy of their RFP response via email conforming to the requirements of this RFP to:

Gerald Schober, Vice President, Implementation Services
Caldwell Flores Winter, Inc.
gschober@cfwinc.com

Only Firms that have registered with the California Department of Industrial Relations (DIR) regulations are eligible to be further considered for a construction contract. For any public project, as defined in subdivision (c) of Section 22002 of the Public Contract Code, for which the District uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) or any funds from any future State school bond for a public project that involves a projected expenditure of one million dollars (\$1,000,000) or more, the District shall require that prospective general contractors and prospective electrical, mechanical and/or plumbing subcontractors ("Firms") complete and submit a standardized prequalification questionnaire and financial statement, verified under oath.

**REQUEST FOR PROPOSALS (RFP)
PROJECT INSPECTION SERVICES**

NOTICE IS HEREBY GIVEN that the Oxnard School District ("District") is requesting proposals for project inspection services for the upcoming District's new modular classrooms construction at Marina West Elementary School ("Projects").

The District anticipates the scope of work to require full time I.O.R. services. Class 1 inspection services will be required.

Respondents to this Request for Proposals ("RFP") should deliver one (1) electronic PDF copy of their proposal ("Proposal") labeled "Project Inspection Services ," as further described herein, to:

Gerald Schober, Vice President, Implementation Services
Caldwell Flores Winter, Inc.
gschober@cfwinc.com

ALL RESPONSES ARE DUE BY 1:00 P.M., ON MONDAY, October 21, 2024. Any Proposal received after that date and time will not be accepted. Late submittals will not be accepted or considered. Each Proposal must conform and be responsive to the requirements set forth in the RFP.

District reserves the right to waive any informalities or irregularities in received submittals. Further, District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

If you have any questions regarding this RFP please submit them via email to gschober@cfwinc.com before 4:00 p.m. on Monday, October 4, 2024. Responses will be provided by an Addendum to this RFP by 4:00 p.m. on Wednesday, October 9, 2024.

RFP RESPONSE SCHEDULE SUMMARY:

The District reserves the right to change the dates on the schedule without prior notice.

DATE / TIME	EVENT
October 1, 2024	Issue RFP Project Inspection Services
October 8, 2024 at 4:00 p.m.	Deadline for submission of written questions to District concerning RFP Project Inspection Services
October 21, 2024 at 1:00 p.m.	Deadline for all submissions in response to RFP Project Inspection Services
Week of October 21, 2024	Review of submissions by District.
Week of October 21, 2024	Notification to selected Firm(s).
November 20, 2024 or thereafter	Anticipated Board consideration of contract adoption

I. BACKGROUND AND OVERVIEW

The Oxnard School District ("District") serves about 13,399 students at 20 schools that range from transitional kindergarten through eighth grade. The District is seeking Proposals from project inspection services firms to provide full project inspection services ("Consultant") for the District's new classroom construction at Marina West Elementary School ("Project").

The District anticipates the scope of work to require full time I.O.R. services. Class 1 inspection services will be required.

A. LIMITATIONS

This RFP is a formal request for bids, an offer by the District to contract with any party responding to this RFP. The District reserves the right to add prequalified Respondents for consideration after distribution of this RFP if it is found to be in the best interest of the District. The award of the contract pursuant to this RFP, if at all, is at the sole discretion of the District.

The District reserves the right to contract with any entity responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of the Consultant contract(s), if at all, is at the sole discretion of the District.

The Proposals, and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any Proposal.

B. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority and women business enterprises shall be afforded full opportunity to submit Proposals in response to this RFP and no respondent will be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national original, medical condition or disability, or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

C. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting in response to this RFP, nor any

officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board ("Board"), Committee members, any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described herein in Section IX (Submission Guidelines) below. Any such contact shall be grounds for the disqualification of the firm submitting an response to this RFP.

II. SCOPE OF REQUIRED SERVICES

The anticipated scope of services is set forth at **Exhibit "A"** to the District's form of Agreement for Professional Services, which is distributed with this RFP as **ATTACHMENT "A"** and incorporated herein by this reference.

The District will have the need to procure professional services from a certified DSA inspector consultant (Project Inspector) to ensure that the work performed in the field is in accordance with DSA approved design documents. The Project Inspector will be required to monitor all construction activities, review RFIs, change orders, and responses, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

The Project Inspector's Scope of Work includes, but is not limited to, the following:

1. CERTIFICATION:

- Possession and maintenance in good standing of all classes of required DSA Project Inspector's Certificate issued by the Division of the State Architect.
- Class 1 inspection services will be required.

2. PRE-CONSTRUCTION SERVICES REQUIRED:

- Familiarity with the project scope and approved drawings and specifications.
- Preparation of all required forms for DSA, the Architect and the District.
- Participation at all preconstruction meetings.

3. CONSTRUCTION SERVICES REQUIRED:

- Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code.
- Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- Monitoring of daily construction progress relating to the construction schedule, T&M work required, weather delays and like activities.
- Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- Tracking of Record Drawing updates by the Contractor/Prompt filing of all periodic reports required during the construction process.
- Attendance at periodic job meetings and visits by DSA and District personnel.
- Review Requests for Information generated by the Contractor.

- Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- Review of periodic pay requests generated by the Contractor.
- Review of proposed change orders to verify that such work falls outside of the project scope.

4. POST-CONSTRUCTION SERVICES REQUIRED:

- Correspondent operations and maintenance manuals, warranties/guarantees, and certificates.
- Compile and complete all documentation to assure DSA closeout with certification.

The District may select one or more Entities to perform the Scope of Work listed above.

5. REPORTS

As part of the Services, the Project Inspector will prepare and deliver all DSA required reporting, processes and procedures.

6. TIME

All DSA-required reporting shall be delivered to the District concurrent with the response to DSA, and pursuant to DSA-required timelines. The final inspection report (DSA Form 6) shall be completed and electronically filed within 30 calendar days of the notice of completion.

7. QUALIFICATIONS

All inspection services shall be performed by a certified Project Inspector recognized as such by the Division of State Architect and accepted by the Architect of Record and the District.

8. USE OF CONSULTANT’S REPORT and DIAGRAMS

It is understood that the District, or the Architect on the District’s behalf, may reproduce the Project Inspector’s report(s) and/or diagram(s) without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Project Inspector. The original drawings shall remain the property of the District.

9. ACCURACY STANDARDS

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors certified and approved by DSA.

10. HOLD HARMLESS/INDEMNIFICATION

The Project Inspector shall indemnify, defend and save the District, its Board of Trustees, officers agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney’s fees and costs,

incurred in connection with or in any manner arising out of the consultant respondent's performance or failure to perform any duties contemplated by this Agreement.

As the consultant respondent is not an employee of the District it is understood the consultant and their employees are independent contractors. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the consultant and any of the other consultants or material suppliers for the program, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the consultant which does not otherwise exist.

The exact scope of services, however, will be negotiated with the selected firm and finalized in any resulting contract.

Any entity retained as a result of this RFP shall be required to work cooperatively with the District in conjunction with all other technical consultants, the architect, and any Program and/or construction manager, if any, retained by the District for the Project, as well as other entities retained by the District to facilitate the timely completion of the Project.

III. CONTRACTUAL REQUIREMENTS

Consultant must be able to execute the District's standard agreement. (A copy of the District's Agreement for Professional Services is attached to this RFQ/P as **ATTACHMENT "A."**) Firms responding to this RFQ/P must acknowledge that they have reviewed the agreement and must agree to the indemnity and insurance provisions contained in the District's standard agreement and confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the District's standard agreement.

IV. RELATIONSHIP TO OUTSIDE GOVERNMENTAL AGENCIES

Depending upon the scope of work, respondent may be required to assist the District in working with various outside governmental agencies, including but not limited to, the following as applicable: City or County Planning Commissions and Departments, the Department of Toxic Substance Control ("DTSC"), the regional air quality control district, the state and regional water quality control boards, the State Department of Education, the Division of the State Architect, the State Allocation Board, and the Office of Public School Construction. Respondent shall discuss its experience with each of these agencies.

V. CONFLICT OF INTEREST

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

VI. SUBMITTALS

A. SUMMARY OF REQUIRED QUALIFICATIONS

The scope of services will require professional services from a certified DSA inspector consultant (Project Inspector) to ensure that the work performed in the field is in accordance with DSA approved design documents. The Project Inspector will be required to monitor all construction activities, review RFIs, change orders, and responses, and to confirm that construction activities were performed satisfactorily in accordance with approved design. Class 1 inspection services will be required.

B. FORMAT REQUIREMENTS

Firms responding to this RFP must follow the format below. Material must be in 8-1/2 x 11 inch format, with a font no less than 11 point, and shall not exceed twenty (20) single-sided pages or ten (10) double-sided pages, not including the cover letter, table of contents, divider tabs, resumes, samples of work, and fee schedules. Each submittal shall include a Front Cover stating the following: "Proposal for [FIRM NAME] for Project Inspection Services in Response to Oxnard School District's RFP.

Proposals are to be submitted as an electronic PDF via email conforming to the requirements of this RFP to:

Gerald Schober, Vice President, Implementation Services,
Caldwell Flores Winter, Inc.
gschober@cfwinc.com

Provide one (1) electronic copy of the Proposal. The electronic copy will only be accepted and saved as a PDF. Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

C. PROPOSAL CONTENT REQUIREMENTS

1. COVER LETTER (maximum of 1 page)

- Provide a letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Firm name.
- Address, include any branch office address and point of contact.
- Telephone number.
- E-Mail address.
- Identify team. [if applicable]
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.

- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Summarize qualifications most relevant to this Project. Include Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Reference to Certificate(s) of Insurance identifying the firm's current insurance coverages. The proposal shall also include a copy of the referenced certificate(s).
- **Must include the following statement:**

[INSERT FIRM'S NAME] received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFP. [INSERT FIRM'S NAME] has reviewed the indemnity and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement."

OR

"[INSERT FIRM NAME] received a copy of the District's form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFP [INSERT FIRM NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM NAME] has objections to the use of the Agreement, listed as follows or as contained in the appendix to this Submittal."

- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

2. LITIGATION AND CLAIMS HISTORY

- Provide a comprehensive five (5) year summary of the firm's litigation, arbitration, and negotiated/settled history ("Claims"). This includes current/ongoing Claims. For each Claim, state the issues in the litigation, the status of the litigation, names of parties, and the outcome, if any.

3. PROJECT TEAM SUMMARY

The selected firm shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for the applicable services as described herein.

- Identify and provide resumes, including responsibilities, titles, licenses, certifications, and clearly identify experience in school projects, for key personnel and/or team members, including sub-consultants, and the roles to which they will be assigned. List dates of employment by your firm whether employed as an employee, independent contractor, sub-consultant, or otherwise, and office addresses for each of the identified personnel. Resumes shall include specific qualifications and recent related experience and shall include a list of references with contact names and phone numbers.
- If any work is to be provided by sub-consultants include a statement as to how this shall be organized, including identified roles and qualifications of sub-consultants, if any. Note: firm(s) selected for inclusion in the District's pool of applicable consultants will be required to demonstrate long term relationships with any sub-consultants.
- The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement

4. FEE PROPOSAL

Fee proposal shall include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates ("SOR") by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursables by category. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation.

5. NON-COLLUSION DECLARATION

A Non-Collusion Declaration form is attached to this RFP as **ATTACHMENT "B."** Respondents must include a copy of the Non-Collusion Declaration executed by someone authorized to bind the firm. Submittals that do not include the executed Non-Collusion Declaration are non-responsive and will not be considered.

6. CERTIFICATIONS REGARDING LOBBYING ACTIVITIES, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 CFR, Part 200, Appendix II).

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters are attached to this RFP as **ATTACHMENT "C."** Respondents must include a copy of the Certifications executed by someone authorized to bind the firm. Submittals that do not include the executed Certifications are non-responsive and will not be considered.

7. COMMENTS TO FORM OF AGREEMENT

A form of the Agreement has been distributed with this RFP as **ATTACHMENT "A."** The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the District and the selected firm. **Any objections to the form of Agreement must be identified in Respondent's submittal; undisclosed, vague, or non-specific change request may not be entertained.** Proposed changes must be specifically identified; general objections without a proposed change will not be entertained.

VII. SELECTION PROCESS AND CRITERIA

The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District may elect to conduct interviews with some or all of the respondents. After the interviews, if any, the District will identify the firm(s)/team(s) that can provide the greatest overall benefit to the District.

A. EVALUATION CRITERIA

Submittals will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFP, including, without limitation:

1. Experience and performance history of the firm with similar services;
2. Experience and results of proposed personnel;
3. Acceptable and verifiable professional references for relevant experience;
4. Current commitments and ability of firm to handle several simultaneous projects, including without limitation, availability of staffing and the level of service and support for the Project(s), and availability of resources to meet anticipated schedule and Project requirements;
5. Capacity and commitment to provide services to District, including ability to respond to District's requests in a timely and appropriate

fashion; to inform District of all issues discovered on Project; and to work positively and cooperatively with District's team;

6. Credentials, including without limitation, professional and technical expertise, of specific employees assigned as members of the proposed team for the District;
7. Proposed Fee and value of services; and
8. Overall responsiveness of the Proposal.

B. DISTRICT INVESTIGATIONS

The District may perform investigations of responding parties that extend beyond contacting the references identified by the responding parties. The District may request a respondent to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

C. INTERVIEWS

The District, at its sole discretion, may elect to interview selected firm(s). The District may elect to interview one or more firms. In the event the District does so, the procurement scoring will be cumulative. If your firm is requested to come in for an interview, the key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District to further inquire as to the firm's suggested approaches to the projects and the issues identified in this RFP. Any comments or objections to the District's form of Agreement attached to this RFP as **Attachment "A"** may be the subject of inquiry at the interview.

VIII. SUBMISSION GUIDELINES

Respondents to this RFP should deliver one (1) electronic PDF copy of their Proposal to:

Gerald Schober, Vice President, Implementation Services
Caldwell Flores Winter, Inc.
gschober@cfwinc.com

ALL RESPONSES ARE DUE BY 1:00 P.M., ON MONDAY, OCTOBER 21, 2024. Any submittal received after that date and time will not be accepted and will be returned unopened. Late submittals will not be accepted or considered.

Each submittal must conform and be responsive to the requirements set forth in this RFP. District reserves the right to waive any informalities or irregularities in received submittals. Further, District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

ATTACHMENT A

DISTRICT'S AGREEMENT FOR PROFESSIONAL SERVICES

[Link to Form Agreement for Professional Services](#)

ATTACHMENT B

PROJECT DESCRIPTION:

MARINA WEST ELEMENTARY SCHOOL

NEW MODULAR CLASSROOM BUILDINGS

Marina West Elementary School Modular Classroom Buildings Scope Summary

The Marina West Elementary School Modular Classroom Project includes Transitional Kindergarten (TK) and Kindergarten (K) classrooms that fulfill the District Board approved 21st Century Classroom requirements. To expand on the requirements, this includes:

- Minimum of Seventy Five (75) square feet per child of outdoor activity area based on the total licensed capacity and located in an area that is easily and safely accessible by the children, including a shaded rest area with equipment and activities arranged so as not to interfere with each other.
- A four-foot fence is required to enclose the outdoor activity area.
- A minimum of Thirty Five (35) square feet per child of indoor activity space driven by licensed capacity.
- One (1) individual storage space per child + One (1) toilet and one hand washing sink for every fifteen (15) children.
- A separate toilet and sink for use by teachers, staff, ill children, and/or emergency use.
- Child accessible drinking fountains for both indoor and outdoor activity areas.

The above preschool classroom specifications comply with State Title 5, State Title 22, and 21st Century classroom requirements for the TK and K classrooms, expanding their potential use for either preschool, TK or K program use as enrollment may fluctuate from year to year. TK and K classrooms must meet Title 5 requirements of not less than 1,350 square feet, including restrooms accessible from the classroom, storage and teacher preparation spaces, wet and dry areas, and designed supervision of the classroom and play yards. The play yard is designed to provide a variety of activities for the development of large motor skills. Classrooms will provide child learning environments that support the requirements for learning and mastering the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS).

These specifications meet building code compliance & have been approved by:

- The Office of Public School Construction (OPSC);
- The State Allocation Board (SAB) for State grants;
- The California Department of Education (CDE) for compliance with state requirements;
- The Division of the State Architect (DSA).

Additionally, the project complies with the post-July 1st 2023 new construction photovoltaic and back-up battery requirements.

Prominent scope items include, but are not limited to:

1. New construction of five (5) 72'-0" X 40'-0" modular buildings (pc# 02-121248) with total of:
 - A. Two (2) Preschool (PS) Buildings - Buildings #10 And #11;
 - B. One (1) Transitional Kindergarten (TK) Building - Building #14;
 - C. Kindergarten (K) Buildings - Buildings #12 And #13.
2. Each Including Classrooms, Student Restrooms, Staff Workroom, And Staff Restroom;
3. New Kindergarten/Transitional Kindergarten Playground;
4. New Play Structure with Rubberized Surfacing;
5. New Hi-Lo Drinking Fountains;
6. Site Work Includes:
 - A. Re-Grading of Site With New Asphalt Paving;
 - B. New Concrete Walkway;
 - C. New Fences and Gates;
 - D. New Trash Enclosure.

The project design documents were approved by the DSA on September 6, 2024 and are accessible at the link below:

[Marina West Elementary School Classroom Construction DSA Approved Plans and Specs](#)

Project Budget and Schedule

The total construction budget for the project is **\$10,900,000.00**. The anticipated project timeline is subject to adjustment based on the timing and processing of administrative approvals, prevailing market conditions, weather and environmental conditions, and unforeseen site conditions. The timeline for the project is as follows:

- **Start Construction:** December 2024
- **End Construction:** February 2026

Phasing of Projects

Work will need to be completed in one concurrent phase and the school will remain operational during the academic year with students and staff in place.

Method of Delivery

This project shall be delivered in a Lease-leaseback (LLB) matter: The contractor will be expected to collaborate early on with the architect of record to provide constructability reviews of proposed designs, cost estimates, construction schedules, and a site logistics strategy, resulting in a design that meets District specifications, functions, budget and timeline.

ATTACHMENT C

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing
[Title] [Name of Firm]

bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, 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/proposer 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/proposer.

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 _____,
[Date]

at _____, _____.
[City] [State]

Date: _____
Proper Name of Bidder/Proposer: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

ATTACHMENT D

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization:

Street address:

City, State, Zip:

Certified by: (type or print)

Title

Signature

Date

Disclosure of Lobbying Activities

Approved by OMB
0348-004

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> contract</p> <p><input type="checkbox"/> grant</p> <p><input type="checkbox"/> cooperative agreement loan</p> <p><input type="checkbox"/> loan guarantee</p> <p><input type="checkbox"/> loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> bid/offer/application</p> <p><input type="checkbox"/> initial award</p> <p><input type="checkbox"/> post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> initial filing</p> <p><input type="checkbox"/> material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>_____Prime _____Sub-awardee</p> <p>Tier _____, if Known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Sub-awardee,</p> <p>Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone No.: _____ **Date:**

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**Authorized for Local
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LLL (Rev. 7-97)**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Contractor/Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date