TRACY UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFP) # 2024/25-007
LEASE-LEASEBACK CONSTRUCTION SERVICES

Tracy Unified School District ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the **Merrill F. West HS Agriculture CTE Building Project** ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406, et seq.

The Request for Qualifications and Proposals ("RFP"), which includes instructions for its completion, is enclosed for your consideration. Respondents to this RFP shall submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFP Packet"). Respondents must mail or deliver three (3) bound copies, one (1) unbound copy, and one (1) electronic copy on USB flashdrive of the RFP Packet conforming to the requirements of this RFP to:

Tracy Unified School District
ATTN: **Facilities Department**
1875 W. Lowell Ave.
Tracy, CA 95376
RE: RFP # 2024/25-007

ALL RESPONSES ARE DUE BY 2:00 P.M. ON TUESDAY, NOVEMBER 19, 2024. Oral, telegraphic, facsimile, telephone or email RFP Packets will not be accepted. RFP Packets received after this date and time will not be accepted and returned unopened.

A mandatory information meeting will be conducted on **WEDNESDAY, NOVEMBER 6, 2024**, at **10:00 A.M.** The meeting will be held at **TRACY UNIFIED SCHOOL DISTRICT OFFICE, 1875 W. LOWELL AVE, TRACY, CA 95376.**

Questions regarding this RFP may be directed to **Orlando Delgadillo, Senior Project Manager, Cumming Group, Orlando.Delgadillo@Cumming-Group.com.** Replies involving any substantive issues will be issued by addenda and mailed to all parties recorded by the District as having received the RFP documents. Only answers provided by formal written addenda will be binding.

Only respondents included on the District's pool of qualified firms will be eligible to submit a proposal for this Project. All Respondents must be prequalified by the District in accordance with Public Contract Code § 20111.6. First tier electrical, mechanical and plumbing subcontractors must be prequalified prior to the time subcontractor bids are submitted.

This Project is subject to labor compliance monitoring and enforcement of compliance with prevailing wage requirements by the Department of Industrial Relations pursuant to Labor Code § 1771.4, and skilled and trained workforce requirement pursuant to Public Contract Code § 2600. Contractors of all tiers must be currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

RFP SCHEDULE SUMMARY

DATE	ACTION ITEM
October 25, 2024	**Release of RFP.**
October 29, 2024	**RFP packages available for distribution.**
Week of October 28, 2024	**First advertisement of RFP in trade journal and local newspaper.**
Week of November 4, 2024	**Second advertisement of RFP in trade journal and local newspaper.**
November 6, 2024, at 10:00 A.M.	**Mandatory Informational Meeting.**
November 11, 2024, at 12:00 P.M.	**Last day to receive written questions from Respondents.**
November 14, 2024	**Last day for District to issue addenda to answer questions/clarifications.**
November 19, 2024, at 2:00 P.M.	**Deadline for submissions in response to RFP.**
Week of November 25, 2024	**Release of shortlist of qualified Respondents and interview notifications. If needed.**
Week of December 2, 2024	**Interviews of qualified Respondents. If needed.**
December 10, 2024	**Notice to selected developer to commence contract negotiation.**

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

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TRACY UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS
LEASE-LEASEBACK CONSTRUCTION SERVICES

I. INTRODUCTION

Tracy Unified School District ("District") prepares our diverse student population to be college and career ready for the 21st Century by providing a quality-learning environment in safe, modern facilities equipped with the latest technological tools. Our world class, culturally proficient staff empowers students to reach their fullest potential and prepares students to solve real-world problems by utilizing best instructional practices and collaborating with the community, businesses and institutions of higher learning.

In 2014, voters in the District passed Measure B which authorized a $82 million bond. To complete needed repairs and improvements across our community schools, the District Board of Education has voted to place a $190 million bond measure on the November 2024 ballot.

By prior Request for Qualifications, the District selected a pool of qualified firms for consideration to provide services on District LLB projects. This Request for Proposals ("RFP") defines the services sought from Respondents and generally outlines the Project requirements. Respondents to this RFP shall submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFP Packet").

I. PROJECT DESCRIPTION AND SCOPE OF SERVICES

A. General

The purpose of this RFP is to select a qualified person, firm, partnership, corporation, association, or professional organization to provide constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the **Merrill F. West HS Agriculture CTE Building Project** ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq. Selected developer shall have experience with the construction of public school facilities and complying with the requirements of the Office of Public School Construction ("OPSC"), the Division of the State Architect ("DSA"), and Title 24 of the California Code of Regulations.

To submit a proposal, Respondents must be properly licensed by the California Contractors State License Board and registered with the Department of Industrial Relations ("DIR") as required by law. Only Respondents who have been prequalified by the District in accordance with Public Contract Code section 20111.6 are eligible to respond to this RFP.

The selected developer will be required to comply with the prevailing wage requirements, the skilled and trained workforce requirements, and the District's bonding and insurance requirements. This Project is funded in whole or in part with federal funds, and therefore the selected developer shall comply with the Davis-Bacon Act, applicable reporting requirements such as **APPENDICES C-4** and **C-5**, and any other applicable requirements for federal funding. The selected developer shall be required to work cooperatively with District staff, the Governing Board, all other technical consultants, the architect, the project inspector, and any program and/or construction manager, if any, retained by the District for the Project, citizens' oversight committee, other District committees, and the community at large to deliver a timely and professional completion of the Project.

The Project is further defined in the attached **APPENDIX A**, along with the District's construction budget and schedule for the Project. Respondents' Proposal shall include Respondent's proposed fees and costs to perform the Project if the Respondent is awarded the contract.

The District intends to select one Respondent that best meet the District's needs to perform the Project. The criteria on which the District makes its determination will be based on the District's adopted best value methodology and criteria provided in this RFP.

B. Scope of Work

Although the final scope of work will be negotiated in the executed Agreement (defined below at subparagraph G), the selected developer shall be responsible for performing the following scope of work, at a minimum:

Preconstruction Services:

1. Review design and support documentation for content, constructability, completeness, scheduling, clarity, consistency, and coordination.
2. Undertake value-engineering analysis and prepare reports with recommendations to District and Architect of Record to maintain established program budget and specifications.
3. Provide detailed cost estimates.
4. Expedite design reviews, including modifications, if any, based on value analysis.
5. Provide a proposed Guaranteed Maximum Price ("GMP") for the construction of the project with identified subcontractor bids and self-performed work.

Construction Services:

1. Construction of the Project.
2. Coordination of record drawings and specifications.
3. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
4. Obtaining occupancy permits and coordinating testing, documentation, and governmental inspections and approvals.
5. Preparation of accounting and closeout reports and occupancy plan reports.
6. Other responsibilities as necessary for the completion of the program.

C. Modular Building System

The Project will include a modular building system, proposed by the Successful Respondent and that meets the District's criteria in APPENDIX A, which will be added to the plans and specifications during the preconstruction phase.

D. Lease-Leaseback Structure

The Project will be funded from various sources, and any agreement reached will conform to the statutory framework for the lease-leaseback delivery method pursuant to Education Code section 17406 et seq. Financing for a portion of the construction of the Project will be included in the Agreement attached to this RFP as **APPENDIX B**. During construction, the District shall pay tenant improvement payments. Once the Project is complete, the developer shall lease the completed facilities back to the District for a predetermined monthly lease payment amount. However, the District intends that the lease will include an early termination payment option for the District.

E. District Project Management Description

District's Governing Board will be responsible for making final decisions, but the Superintendent will be responsible for day-to-day decisions and may designate a project manager who will be the primary point of contact between the selected developer and the District. That contact will be **Orlando Delgadillo, Senior Project Manager, with the Cumming Group, Orlando.Delgadillo@Cumming-Group.com.**

F. Pool of Qualified Firms

By prior Request for Qualifications, the District selected a pool of qualified firms for consideration to provide services on District LLB projects. Any proposal submitted by a respondent who is not included in the pool of qualified firms shall be non-responsive and returned unopened to the respondent.

G. Prequalification of Designated Subcontractors

If used, contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses (collectively, "MEP subcontractors") shall be prequalified by the District to perform electrical, mechanical and/or plumbing construction work as a first-tier subcontractor on the Project pursuant to Public Contract Code section 20111.6.

H. Registration of Respondent and All Tiers of Subcontractors

The selected developer(s) shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of registration with the Department of Industrial Relations required of the developer or subcontractor has been provided to and accepted by the District.

I. Form of Agreement

Selected developer must be able to execute the District's standard form of Site Lease and Facilities Lease ("Agreement"), attached to this RFP as **APPENDIX B**. After the plans and specifications have been approved by DSA, the Facilities Lease will be amended to include the agreed upon Guaranteed Maximum Price.

J. Indemnity

Respondents to this RFP must acknowledge that they have reviewed the District's indemnity provision set forth in the Facilities Lease (**APPENDIX B**) and must agree to the indemnity provision and confirm in writing that, if given the opportunity to contract with the District, the Respondent has no substantive objections to the use of the District's standard indemnity provision.

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K. Insurance

The District requires at least the following insurance coverage from the selected developer:

COMMERCIAL GENERAL LIABILITY	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	$5,000,000 per occurrence; $10,000,000 in aggregate
AUTOMOBILE LIABILITY – ANY AUTO	Combined Single Limit	$1,000,000
WORKERS' COMPENSATION		Statutory limits pursuant to State law
EMPLOYER'S LIABILITY		$1,000,000
BUILDER'S RISK (COURSE OF CONSTRUCTION)		Issued for the value and scope of Work.
POLLUTION LIABILITY		$1,000,000 per claim; $2,000,000 aggregate

The limits of insurance for those subcontractors whose scope of work does not exceed One Million Dollars ($1,000,000) shall not be less than the following amounts:

COMMERCIAL GENERAL LIABILITY	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	$2,000,000 per occurrence; $4,000,000 in aggregate
AUTOMOBILE LIABILITY - ANY AUTO	Combined Single Limit	$1,000,000
WORKERS' COMPENSATION		Statutory limits pursuant to State law
EMPLOYER'S LIABILITY		$1,000,000

Selected developer shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days' written notice to District prior to modification and/or cancellation. For Commercial General Liability and Automobile Liability, District shall be named as an additional insured on all policies. Selected developer's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Selected developer shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of insurance required of the developer or subcontractor has been provided to and accepted by the District.

J. Designation of Certain Products as the Only Acceptable Materials, Products, or Things for the Project

Use materials per plans and specifications.

II. FULL OPPORTUNITY

No respondent will be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in any consideration leading to the award of the contract. The District also affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to respond to this RFP.

III. LIMITATIONS

This RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFP if it is found to be in the best interest of the District. All decisions concerning selection of the developer will be made in the best interests of the District. The awarding of the contract pursuant to this RFP, if at all, is at the sole discretion of the District.

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 any RFP Packet in response to this RFP.

RFP Packets 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 materials 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, RFP Packets 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 RFP Packet.

IV. 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 with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting an RFP Packet.

V. MANDATORY INFORMATIONAL MEETING AND SITE WALK

Respondents must attend the mandatory informational meeting and site walk, to be conducted on **WEDNESDAY, NOVEMBER 6, 2024, at 10:00 A.M.** The meeting will be held

at **TRACY UNIFIED SCHOOL DISTRICT OFFICE, 1875 W. LOWELL AVE, TRACY, CA 95376**. At this mandatory meeting, District representatives may distribute information and materials to further describe the Project, the scope of work, and walk the proposed Project site. Respondents shall consider and address the materials and information distributed at the meeting in their RFP Packets. Respondents that fail to attend the mandatory informational meeting, in its entirety, shall be ineligible for responding to this RFP.

VI. SUBMITTAL FORMAT

A. Format

Material must be in 8½ x 11-inch format with font no less than 11-point font size. The RFP Packets shall include divider tabs labeled with boldface headers below (e.g. the first tab would be entitled "Executive Summary," the second tab would be entitled "Table of Contents," etc.) Three (3) bound copies, one (1) unbound copy, and one (1) electronic copy of the RFP Packet shall be submitted. Each submittal shall not contain more than thirty (30) single-sided pages, and excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, and Comments to the Form of Agreement (Tab 11). Any double-sided page is counted as two single-sided pages. Submittals containing more than the authorized number of pages will not be considered.

The unbound copy, marked "Copy for Reproduction," shall be formatted as follows:

- No divider sheets or tab
- Text printed on one side only (i.e., no back-to-back pages)
- Pages with proprietary information removed
- A cover sheet listing the firm's name, the total number of pages, and identification of those pages that were removed due to proprietary information

B. General Overview

Each RFP Packet shall include a description of the type, technical experience, backgrounds, qualifications and expertise of the Respondent. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the District as its developer for the Project. Submittals shall describe in detail the Respondent's methods and plan for carrying out the Project. Included in this information must be a description of construction scheduling, staging, and logistics based on timelines and information provided by the District in this RFP and the mandatory informational meeting. Describe the Respondent's approach to the Project, including any creative methodology and/or technology that the Respondent uses or unique resources that the Respondent can offer to the District and Project.

C. Contents

Respondents shall comply with the following requirements for its RFP Packet:

1. TAB 1 – Executive Summary (max. 1 page)

This should be an overview of the entire RFP Packet with a description of the general approach and/or methodology the Respondent will use to meet the goals and fulfill the general functions as set forth in this RFP.

2. TAB 2 – Table of Contents

This should be a complete and clear listing of the headings and pages to allow easy reference to key information.

3. TAB 3 – Cover Letter Identifying Respondent (max. 1 page)

This should be a letter of introduction signed by an authorized officer of the Respondent. If the Respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall also include:

a. Respondent's name.

b. Address, include any branch office address and point of contact.

c. Telephone number.

d. Facsimile number.

e. E-Mail address.

f. Identify team.

g. Clearly identify the individual(s) who are authorized to speak for the Respondent during the evaluation process.

h. And, the following statement:

"[RESPONDENT'S NAME] received a copy of the District's Site Lease and Facilities Lease ("Agreement") attached as Appendix B to the RFP. [RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

i. 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.

4. TAB 4 - Respondent Information

a. A brief history of the Respondent. Please include any former names of the Respondent and the number of years the Respondent has participated in construction as a general contractor under each name. List any reasons for change or name or corporate structure.

b. Organizational chart for Respondent. This shall include the names of all key personnel, joint venture partners, and sub-consultants with their titles and specific task assignments for the Project. Resumes of personnel to be involved with the Project should be included, including their school construction

experience. The District's evaluation will consider the entire team. Therefore, no changes in the Respondent's composition will be allowed without prior written approval by the District.

Identify up to three (3) persons who will be primarily responsible for working with the District and their respective roles and responsibilities, including Superintendent and Foreman. If Respondent is selected for an interview, the identified individuals must attend the interview and any required in-person presentations.

c. Description of Respondent's technical competence, including a description of in-house resources (e.g. computer capabilities, software applications, modeling programs, etc.), and Respondent's ability to draw upon multi-disciplinary staff to address the services required under the RFP.

d. Provide the volume of construction in dollars for each of the past three (3) years.

e. Provide a statement regarding the Respondent's availability and resources.

f. Provide a statement on financial resources, bonding capacity and insurance coverage.

g. Provide a claims statement *for all resolved or ongoing claims*: Submit a statement indicating any and all suits or claims in which the Respondent or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating any and all claims in which claims and/or litigation have been pursued against the Respondent or its personnel. For each listed claim and/or litigation: state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

Respondent's claims statement **must** include resolved *and* ongoing claims. Respondent's claims statement **must** include claims history for Respondent *and* its personnel, as well as Associated Firms.

"Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with Respondent and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer).

h. Contractor license number and whether license has been revoked or suspended in the last five (5) years. Respondent must hold a General Building Contractor License (B License), which is current, valid and in good standing with the Contractor's State License Board. Provide the following for each license:

i. Exact name of license holder on file.

ii. License Classification.

iii. License Number.

iv. Date Issued.

v. Expiration Date.

vi. Whether license has been suspended or revoked in the past five (5) years. If so, explain.

i. Provide signatory status.

j. Location of nearest local office and main office, if different.

k. Certificate(s) of Insurance identifying the firm's current insurance coverages.

l. Provide Non-Collusion Declaration. (**APPENDIX C-1**.)

m. Provide Iran Contracting Act Certification. (**APPENDIX C-2**.)

n. Provide Off-Road Diesel-Fueled Fleet Certification. (**APPENDIX C-3**.)

5. TAB 5 – Methods and Strategic Plan

Detailed description of Respondent's methods and plan for carrying out the Project, including:

a. The technical and managerial approach to the Respondent's partnership with the District. Take into account the District's goals for the Project and the general functions required. Respondent may identify additional necessary tasks and discuss these in its proposed method to accomplish the work.

b. How Respondent plans to incorporate skilled and trained workforce into the Project.

c. How Respondent plans to incorporate local subcontracting teams into the Project.

d. How Respondent plans to incorporate construction means and methods into the Project.

e. Proposed cost for completing preconstruction services for the Project for which the Proposal is being submitted.

f. Detailed discussion of costs related to fees, general conditions, insurance, supervision, and management of the construction portion of the scope of work.

Emphasis will be given to the methods and strategic plan as they relate to preconstruction services and how the preconstruction services will transition into the construction services.

6. TAB 6 – Prior Relevant Experience

Description of the Respondent's experience with respect to the areas of public schools or similar construction over the past five (5) years. Specifically, please provide a list of completed

or ongoing projects the Respondent has been involved with for the past five (5) years where the total project contracts exceeded **Fifteen Million Dollars ($15,000,000)** per project. Within that list:

a. Identify the method (e.g. lease-leaseback, bid-build, etc.) by which each project was constructed. For lease-leaseback projects, include the total cost of each project and a breakdown of the total cost by preconstruction services and construction services.

b. Include a discussion of Respondent's experience with working with the DSA on public school projects.

c. Identify and include discussion of Respondent's experience with projects performed in an occupied building and/or immediately adjacent to an occupied building and/or campus.

d. Identify and include a discussion on Respondent's experience with modular construction.

e. Identify whether the project is completed or ongoing.

f. Identify if any of the projects had phased completion.

For the projects listed, above, be sure to also include the following information:

a. Project's name and description;

b. Firm's role;

c. Award and completion dates;

d. Project's initial contract price and final contract price;

e. Amount of fees received;

f. Staffing, including Respondent's team members, subcontractors and consultants;

g. Relationship with owner/client;

h. References: Provide a contact name, telephone number and email address for the owner; and

i. Discussion of claims, demands, and/or litigation arising from the project and involving the Respondent, and resolution of the same.

j. Include examples of other similar project assignments on the part of the Respondent.

k. Prefabrication and/or modular components as a percent of the project's hard costs, and as a percent of total project square footage; specific prefabrication/modular vendor and model(s).

List projects Respondent has successfully completed that had some or all of the following obstacles, including the creative solutions from the Respondent on how these obstacles were overcome:

a. A very aggressive schedule.

b. Significant budgetary restrictions.

c. Be prepared to expand upon what you did to accommodate:

i. The complexity of the project;

ii. The needs of the clients;

iii. Minimizing inconvenience; and

iv. Maximizing safety.

7. TAB 7 – Contracting History

If any of the following have occurred, please describe in detail the circumstances of each occurrence:

a. Failure to enter into a contract or professional services agreement once selected.

b. Withdrawal of a proposal or bid as a result of an error.

c. Termination or failure to complete a contract.

d. Debarment by any municipal, county, state, federal, or local agency.

e. Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.

f. Conviction of the Respondent or its principals for violating any state or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any other federal or state law related to bidding or performance of services.

g. Knowing concealment of any deficiency in the performance of a prior contract.

h. Falsification of information or submission of deceptive or fraudulent statement in connection with a contract.

i. Willful disregard for applicable rules, laws, or regulations.

j. Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Respondent to perform the needed services. Accordingly, Respondent may describe mitigating factors as part of description of any of the above.

8. TAB 8 – Pricing and Contingency

The pricing will be evaluated based on the: (1) preconstruction services cost or method of calculation; (2) Respondent's fee, which includes profit and overhead; (3) general conditions cost; (4) bonds and insurance percentage; (5) construction contingency to be applied to errors and omissions; and (6) allowances, if any.

After the Agreement is awarded and DSA approves the plans and specifications, the selected developer will be required to provide a Guaranteed Maximum Price ("GMP") for the Project. As part of the District review of the GMP, the District will expect to have access to all subcontractor bids, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and Respondent's fees. The GMP shall include all of Respondent's cost for labor, materials, equipment, overhead and profit, general conditions, contractor contingency, and allowances, if any, but shall specifically exclude the amount of the District contingency. In the event the selected developer realizes a savings on any aspect of the Project, such savings shall be added to the District contingency and expended consistent with the District contingency. In addition, any portion of the contractor contingency and/or allowance remaining after completion of the Project shall be added to the District contingency. The Facilities Lease will be amended to include the agreed upon GMP, if the District proceeds with the construction phase of the Project.

9. TAB 9 – Insurance

Each Respondent must demonstrate that it can maintain adequate insurance as required herein. Therefore, each RFP Packet must include a letter from the Respondent's insurance company indicating its ability to provide insurance coverage on behalf of Respondent in accordance with the insurance requirements in **APPENDIX B**.

10. TAB 10 – Assurances

The Respondent must acknowledge each of the following items and confirm that it will be willing and able to perform these items:

Preconstruction Services: Respondent shall provide services that relate to the organization and development of the Project prior to the start of construction including the following:

- **Site Evaluation:** Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, selected developer may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.

- **Plan Review:** Provide plan review and constructability services. Refer to the Facilities Lease for the required scope. Place an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget. During the review, selected developer shall review the documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The selected developer shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.

- **Pre-construction Meetings:** Attend meetings at the Project site with the architect of record and the District every two (2) weeks, until the Notice to

Proceed with Construction is issued (meeting duration is approximately 2 hours).

- **Value Engineering:** Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.

- **Detailed Construction Critical Path Schedule:** Produce detailed construction critical path schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

- **Preliminary and Detailed Estimates:** Provide preliminary construction estimates using like-kind construction costs. Upon receipt of the Project plans and specifications, provide detailed construction estimates showing the values of all major components of the Project.

- **Construction Planning:** Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.

- **Other services:** Any other services that are reasonable and necessary to control the budget and schedule.

Construction Services:

- **Project Accounting and Management Systems:** In coordination with District staff, develop the Project accounting and budget management systems. A process of up-to-date costs management will be necessary. During construction, monthly reporting will be required.

- **General Conditions:** List what is included in the Respondent's general conditions (including full-time and part-time personnel) and a monthly value of the general conditions. Indicate what would be included as a cost of work versus a line item in the general conditions. See **APPENDIX C-4** for an example.

- **Management of Project:** Administer and coordinate on a daily basis the work of all trade contractors the successful Respondent hires to work on the Project. Enforce strict performance, scheduling, and notice requirements. Document the progress and costs of the Project. Report proactively on potential schedule impacts. Recommend potential solutions to schedule problems.

- **Trade Contractors:** Pursuant to Public Contract Code section 20111.6, each prospective MEP Contractor holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses shall be prequalified by the District to perform electrical, mechanical and/or plumbing construction work as a first-tier subcontractor on the Project.

11. TAB 11 – Comments to Form of Agreement

Respondents must thoroughly review the Agreement attached to this RFP as **Appendix B** and confirm in writing that, if given the opportunity to contract with the District, Respondent has no substantive objections to the use of the District's standard agreement. Respondent must also identify any term or condition of the Agreement that Respondent requests modifying, deleting, or adding. Respondents must set forth a clear explanation of what modification would be sought and specific alternate language. Comments on the form of Agreement will be excluded from the page count. ***If selected, Respondent will be precluded from***

negotiating changes that have not been identified in its RFP Packet. The District will review, but is not obligated to accept, any proposed changes.

VII. SELECTION CRITERIA

A. Best Value Evaluation

The RFP Packets will be evaluated based on the District's adopted criteria and rating system to determine the qualified Respondent(s) providing the best value to the District for all candidates that meet the pass / fail criteria listed below (i.e., receive a PASS).

CRITERIA ITEM	DESCRIPTION	MAXIMUM POINTS
Pool of Qualified Firms		PASS / FAIL
Conflict of Interest	Is there a conflict of interest?	PASS / FAIL
Safety	Safety record	PASS / FAIL
Form of Agreement	Agreement to use District Form of Agreement	PASS / FAIL
Technical Expertise	Relevant experience with like-projects, prior lease-leaseback experience, value-engineering experience, constructability experience, references	26 points
Interview (If used, score; if not used, all respondents receive 0 points.)	Proposed team attendance, performance, approach to work	22 points
Price Points	All aspects for Respondent's fee proposal	22 points
Staffing	Management and staffing approach, including skilled and trained workforce	16 points
Schedule/Liquidated Damages	History of meeting project schedules and completion dates	7 points
Claims/Litigation	Acceptable history of claims and litigation	7 points
		TOTAL: MAXIMUM 100 POINTS

Based on these criteria, District staff assign points to each proposer and then calculate the total points awarded to the proposer. The more points, the higher the proposer is ranked. The highest ranked proposer reflects the best combination of price and qualifications for the Project.

B. District Investigations

The District may perform investigations of Respondents that extend beyond contacting the references identified in the proposals.

C. Interviews

The District may invite some of the finalists to meet with a District selection committee. Key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the proposal, the firm's history, and other matters the committee deems relevant to evaluation with the firm. The interview will start with the firm presenting its proposal and its Project team. The finalists may be required to submit in advance of the interview a more detailed fee proposal. If requested, this fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work.

Any comments or objections to the form of Agreement attached hereto as **APPENDIX B** to this RFP shall be provided in writing in the RFP Packet and may be the subject of inquiry at the interview. District reserves the right to accept, reject or negotiate requested revisions. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District.

D. Selection Process

RFP Packets shall be evaluated and the Project awarded in the following manner:

1. All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in RFP.

2. District shall evaluate the qualifications of the Respondents based solely upon the adopted criteria and evaluation methodology and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the District.

3. The District's Governing Board shall award the Project to the responsive proposer whose proposal is determined, in writing by the Governing Board, to be the best value to the District.

4. If the selected developer refuses or fails to execute the tendered proposed contract, the Governing Board may award the contract to the proposer with the second highest best value score if it deems it to be for the best interest of the District. If the second selected developer refuses or fails to execute the tendered instrument, the Governing Board may award the instrument to the proposer with the third highest best value score if it deems it to be for the best interest of the District.

5. Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.

E. Final Determination and Award

It is expected that the selection committee will make recommendations to District staff regarding the candidates and awarding the contract. The awarding of contract(s) is at the sole discretion of the District.

The District reserves the right to contract with any entity responding to this RFP for all or any portion of the work described herein and/or in an agreement offered to the entity, to reject any proposal as non-responsive, and/or not to contract with any firm for the services described herein. This RFP does not commit the District to negotiate an agreement with any proposing firm or individual. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any RFP Packet in response to this RFP.

The RFP packet, 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 materials are designated as proprietary at the time of submittal and are specifically requested to be returned.

VIII. SUBMISSION GUIDELINES

Respondents to this RFP should mail or deliver three (3) bound copies, one (1) unbound copy, and one (1) electronic copy on a USB flashdrive of the RFP Packet conforming to the requirements of this RFP to:

Tracy Unified School District
ATTN: Facilities Department
1875 W. Lowell Ave.
Tracy, CA 95376
RE: RFP # 2024/25-007

ALL RESPONSES ARE DUE BY 2:00 P.M., ON NOVEMBER 19, 2024. Oral, telegraphic, facsimile, telephone or email RFP Packets will not be accepted. RFP Packets received after this date and time will not be accepted and returned unopened.

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

The District hereby notifies all Respondents that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, no respondent will be discriminated against on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status on consideration for the award.

WE THANK YOU FOR YOUR INTEREST IN THE DISTRICT'S PROJECT.

APPENDIX A
Project Description

Project Name: Merrill F. West HS Agriculture CTE Building Project

GENERAL DESCRIPTION OF WORK

INCREMENT 1:

CONSTRUCTION OF SITE WORK, FENCING, AND TRASH ENCLOSURE.

GENERAL ALTERATION OF EXISTING ACCESSIBLE PARKING.

RELOCATION OF EXISTING STORAGE CONTAINERS.

INCREMENT 2:

CONSTRUCTION OF 9700 SF AG SHOP [INSERT DESCRIPTION]

Completion Date: SEPTEMBER 25, 2025

Project Estimate: $13,000,000.00

Architect: HMC Architects

APPENDIX B
Form of Agreement

See Attached:

Site Lease
Facilities Lease
LLB Contract Documents

APPENDIX C-1

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. 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 his or her 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, bid 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]

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

APPENDIX C-2

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

Prior to bidding on or submitting a proposal for a contract for goods or services of $1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

☐ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending Twenty Million Dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

END OF DOCUMENT

APPENDIX C-3

OFF-ROAD DIESEL-FUELED FLEET CERTIFICATION

Title 13 CCR sections 2449, 2449.1, and 2449.2, in compliance with Government Code sections 11346.2, subdivision (a)(3), and 11346.8, subdivision (c), applies to construction contractors who own or operate within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

Section 2449(i), in relevant part, provides:

(1) For a project involving the use of vehicles subject to this regulation, the prime contractor must obtain copies of the valid Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

(2) No prime contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

(3) The Certificates of Reported Compliance received by the prime contractor for a project must be retained for three (3) years after that project's completion. Upon request by California Air Resources Board ("CARB"), these records must be provided to CARB within five (5) business days of the request.

(4) Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Section 2449(j), in relevant part, also states:

(1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.

(2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.

(3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report specified information regarding the fleet to CARB within five (5) business days of such discovery.

(4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.

(5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for eight (8) calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. The signage must include specified information regarding idling regulations for In-Use Off-Road Diesel-Fueled Fleets with directions on how to report observed noncompliance of the provided regulations to CARB.

I am aware of the provisions of Title 13 CCR sections 2449, 2449.1, and 2449.2, which apply to every contractor who owns or operates off-road diesel fleet vehicles in California, and I will comply with such provisions, including providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

Bidder must attach valid Certificate(s) Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, to this form.

END OF DOCUMENT

APPENDIX C-4

Allowable General Condition Costs
Construction Phase Scope Detail

	Project (On Site Jobsite Staff)	Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Timekeeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor	X			
14	Safety &. E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)	X			
21	SWPPP Creation, Approval, Notifications	X			

	Temporary Utilities	Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies for construction	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if	X			
16	Trash Chute & Hopper (if applicable)	X			

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Office Trailer including shared office for IOR & CM (office must include lockable door, 2 desks, 2 chairs, 1 file cabinet, and Wi-Fi connection)		X		
2	Storage Trailer & Tool Shed Rental		X		
3	Office Furniture/Equip/computers		X		
4	Xerox Copies/Misc. Printing		X		
5	Postage/UPS/FedEx		X		
6	Project Photographs		X		
7	Temporary Toilets		X		
8	Project Sign		X		
9	Temporary Fencing/Enclosures		X		
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards		X		
19	Watchman Service		X		
20	Phone/fax lines, cell phones, Wi-Fi		X		
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds				
2	Developer-provided insurance				
3	Printing - Drwgs & Specs (Max of 15 sets)				X
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X

Hoisting		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
10	Erect & Dismantle Crane	X			
11	Fuel, Repairs, Maintenance	X			
12	Crane Raising/Jumping Costs	X			
13	Safety Inspections	X			
14	Forklift Rental	X			
15	Forklift Operator	X			
16	Forklift Safety Inspections	X			
17	Fuel, Repairs, Maintenance	X			

Contractor's Main Office Staff		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	
General Conditions Total Cost transfer to Fee Proposal			$		

Disclosure of Lobbying Activities Approved by OMB 0348-004

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

1. Type of Federal Action: ☐ contract ☐ grant ☐ cooperative agreement loan ☐ loan guarantee ☐ loan insurance	2. Status of Federal Action: ☐ proposal/offer/application ☐ initial award ☐ post-award	3. Report Type: ☐ initial filing ☐ material change For material change only: Year_____quarter _____ Date of last report_____

4. Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known: Congressional District, *if known*:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	10b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):*
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: ___
Federal Use Only	Authorized for Local Reproduction Standard Form - 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 subawardee 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," 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.

END OF DOCUMENT