

**Oakland Unified School District
Facilities Planning and Management Department
955 High Street
Oakland, California 94601**

**Request for Qualifications and Proposals for Lease-Leaseback Services
Project No. 22102**

Issued on November 6, 2024

**Interim Housing and Modernization Project
for Garfield Elementary School**

Responses must be received by December 12, 2024, no later than 2:00 p.m. Pacific Time

Oakland Unified School District (“District”) invites proposals from prequalified Firms, partnerships, corporations, associations, persons, or professional organizations to provide preconstruction and construction services for the Project more particularly described in **Exhibit A** (the “Project”), pursuant to Education Code section 17406 *et seq.* Interested firms are to submit a Statement of Qualifications and a Fee Proposal (collectively “Proposal”).

In general, the Firm(s) selected as a result of this process (“Firm” or “Contractor”) will provide a proposal to the District to perform work for the Project and thereafter work cooperatively with the District’s Board of Education, staff and consultants, the architect of record and design team, and the Project inspectors, to facilitate the timely completion of the Project.

The District wishes to retain a Firm(s) for the Project that has the financial strength, management, and expertise to assist the District with delivering the Project within the proposed schedule. The District reserves the right to choose individual members of the Firm or the entire Firm. The District also reserves the right to select one Firm, multiple Firms, or no Firms.

Interested Firms or persons must submit their proposals via email, **which shall not exceed twenty-five (25) single-sided pages**, as described below, with one (1) electronic copy of requested materials to:

**Oakland Unified School District
Facilities Planning and Management Department
955 High Street
Oakland, CA 94601**

Proposal Addressed to: Kenya Chatman, Executive Facilities Director

Submit to the following persons:

Kenya Chatman, Executive Facilities Director at kenya.chatman@ousd.org,
Colland Jang, Facilities Procurement Manager at colland.jang@ousd.org,
Juanita Hunter, Facilities Contracts & Bids Specialist at juanita.hunter@ousd.org

This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to waive any irregularities or inconsistencies and to reject any and all responses. The District also reserves the right to amend this RFQ/P as necessary. All materials submitted to the District in response to this RFQ/P shall remain the property of the District.

The District invites qualified Firms to submit proposals with respect to the Project described herein. All of the dates listed below may be changed at the District’s sole discretion.

1. Important Dates.*

1.1 A non-mandatory pre-proposal meeting via Zoom followed by a site walk will be held on **November 21, 2024 at 10:00 a.m. Pacific Time**. Zoom Meeting Invite and Agenda will be provided in an Addendum (to be posted on the Facilities Planning and Management Department webpage).

1.2 All questions regarding this RFQ/P must be submitted via email no later than **December 4, 2024 at 4:00 p.m. Pacific Time**, to the following persons:

Kenya Chatman at kenya.chatman@ousd.org,
Colland Jang at colland.jang@ousd.org,
Juanita Hunter at juanita.hunter@ousd.org

1.3 Completed prequalification packets must be submitted through the District's prequalification process not later than **10 working days before the deadline for submitting proposal**. See Section 5 for details.

1.4 Proposers are responsible for determining if any addenda have been issued prior to submitting their proposals. All addenda shall be posted on the Facilities Planning and Management Department webpage.

1.5 RFQ/P Responses Due: **December 12, 2024 no later than 2:00 p.m. Pacific Time**.

1.6 Interviews will be conducted the week of December 18-19, 2024 (day/time TBD).

1.7 Board of Education Facilities Committee to review Contract: **February 20, 2025**

1.8 Board of Education Meeting to approve Contract: **February 26, 2025**

**The above listed dates are tentative dates and are subject to change.*

2. Description of Project.

2.1 The Project for which the District is seeking responses will include the District's Project as more specifically described in **Exhibit A**, attached hereto. The Project may be altered, delayed or cancelled in the District's sole discretion.

3. Preconstruction Services.

3.1 Costs of Preconstruction Services. Parties will negotiate and agree upon applicable hourly rates and a not-to-exceed amount for preconstruction services based on the estimated Project cost in **Exhibit A** and based on the Firm's proposed fee for preconstruction services.

3.2 Description of Preconstruction Services.

- 3.2.1** Firm shall work with District staff and Architect to develop an overall construction budget and construction schedule.
- 3.2.2** Where necessary and/or required, Firm shall assist the District with providing plans and specifications for the building(s) to be constructed.
- 3.2.3** Firm shall assist the District by providing detailed and ongoing evaluations of the Project, including the plans and specifications (“Plans and Specifications”), detailed construction budget cost projections, Project schedule(s) and phasing requirements, analysis of the District’s overall Project budget, Project constructability reviews of Architect’s work, leadership, and participation in youth and community involvement efforts, and implementation(s) of community benefits and local work force options and opportunities. Such evaluations shall include alternative approaches to design, development, and construction of the Project.
- 3.2.4** Firm shall conduct a review of the Project site conditions, as well as the Project plans and specifications, as necessary to commit to completion of the Project within the Guaranteed Maximum Price within the time agreed upon by the Parties.
- 3.2.5** Firm shall attend regular meetings during Project design, development, and document production phases between Architect(s), Construction Manager, and the District, and any other applicable consultants of the District, as required.
- 3.2.6** Firm shall assist with considering operating or maintenance costs with respect to selecting systems (mechanical, electrical, lighting, bell/intercom, etc.) for the Project. Firm will provide life cycle costing analyses as requested by District.
- 3.2.7** Firm shall perform a detailed analysis of both the preliminary and the final Plans and Specifications and provide the District with value engineering and recommendations regarding scope and budget of the Project, suggested value engineering items, long lead purchases, and a plan for revising the Plans and Specifications to the extent necessary to achieve the District’s goals and objectives, including Project completion dates.
- 3.2.8** Firm shall assist the District in obtaining all local and state licenses, permits, requirements, and approvals including, but not limited to, approval from the Division of the State Architect (“DSA”), approval from the Office of Public School Construction (“OPSC”), and compliance with requirements of the California Environmental Quality Act (“CEQA”).
- 3.2.9** Firm shall work with District’s legal counsel to prepare necessary agreements for completion of the Project.
- 3.2.10** Firm shall provide construction cost estimates at the following design milestones: 100% Design Development, 50% Construction Documents, and DSA Submittal Set.

- 3.2.11 Firm shall provide budget tracking during the course of design to determine the cost impact of the development of the design and scope changes.
- 3.2.12 During the Construction Document phase of the design, the Contractor shall coordinate the work of the subcontractors.
- 3.2.13 Firm shall negotiate with the District a Guaranteed Maximum Price (“GMP”) for the construction of the Project which shall become the basis for the lease agreements.
- 3.2.14 Firm shall perform any other services ordered by the District to facilitate the timely and cost effective completion of the Project.

4. **Agreement Structure and Key Elements of the Instrument to Be Awarded.**

- 4.1 The District will lease the applicable site to the contractor and require the contractor to construct improvements on the site. The lease may include regular lease payments during construction, tenant improvement payments, as well as financed lease payments to be made after Project completion. Any financing charges shall be priced into the GMP. The agreement will permit the District to pay the financed amounts early.

5. **Prequalification Requirement.**

- 5.1 In order to be awarded a contract for the Project or any portion thereof, the successful Firm must be prequalified pursuant to the District’s policies and procedures. Prequalification materials can be obtained by contacting the District at:

Oakland Unified School District
Facilities Planning and Management Department
955 High Street
Oakland, CA 94601
Contact: La Juana Lewis, Administrative Assistant at
lajuana.lewis@ousd.org

- 5.2 If you have already prequalified with the District within the past year, you do not need to re-qualify for this Project. In addition, while MEP subcontractor prequalification does not need to occur prior to submitting a proposal, the contractor will need to have them prequalified prior to finalizing a GMP for any phase of work where the subcontractor will be used.
- 5.3 Proposers must submit prequalification applications **not later** than ten (10) working days prior to the RFQ/P response deadline. However, proposers are encouraged to submit prequalification packets as soon as possible, as a submission ten (10) working days prior to such deadline will not guarantee timely prequalification. It is the responsibility of each proposer to ensure that it is prequalified **not less than** five (5) working days prior to the deadline for RFQ/P submissions.

6. **Guaranteed Maximum Price (“GMP”) Development.**

- 6.1 The Proposer will provide the District access to objectively verifiable information for all of Proposer's costs, including but not necessarily limited to subcontractor bids, value engineering back-up, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and Proposer fees.
- 6.2 The Proposer will provide the GMP for the Project once the Plans and Specifications have been approved by DSA and all requirements have been met in accordance with Education Code section 17406, *et seq.*, including but not limited to compliance with the requisite procurement procedures related to any and all subcontractors. In order to be final, any GMP must be approved by the District's Board of Education.

7. Subcontractor Procurement.

- 7.1 The Firm will select subcontractors in accordance with Education Code section 17406. Specifically, the following subcontracting procedures shall be applicable to this work:

- 7.1.1 Proposals do **not** need to identify all subcontractors who will be used. However, Contractors **may** identify subcontractors who will be used. The identification must be clear. All subcontractors that are identified in the proposal shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).

- 7.1.2 For subcontractors **not** identified in the proposal, the successful proposer shall proceed as follows in awarding construction subcontracts with a value exceeding one-half (1/2) of one (1) percent of the price allocable to construction work:

- (a) Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the school district (once per week for two weeks in a newspaper of general circulation), including a fixed date and time on which qualifications statements, bids, or proposals will be due.

- (b) Establish reasonable qualification criteria and standards.

- (c) Award the subcontract either on a best value basis or to the lowest responsible bidder. This process may include prequalification or short-listing. This process shall not apply to subcontractors listed in the original proposal. Subcontractors awarded construction subcontracts using this process shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).

- 7.1.3 **All mechanical, electrical and plumbing subcontractors must be prequalified.**

8. Project Labor Agreement.

Contractors must comply with the requirements of the District's Project Labor Agreement, including the requirement to use a skilled and trained workforce therein.

The District's Project Labor Agreement can be found at the following link:

<https://www.ousd.org/facilities-planning-management/opportunities/local-hiring/2021-project-labor-agreement-pla>

9. Conflict of Interest.

9.1 Firm 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 construction agreement, nor that any such person will be employed in the performance of any construction agreement without immediately divulging this fact to the District.

10. Prevailing Wage.

10.1 Firm shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. The Department of Industrial Relations has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at <http://www.dir.ca.gov/DLSR>.

10.2 The Contractor and all subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the contract. It is the Contractor's responsibility to determine any rate change.

10.3 The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at least time and one half.

11. Labor Compliance Monitoring.

11.1 The Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code section 1771.1, all bidders, contractors, and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at the time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. The District may elect to hire a labor compliance monitoring agent to provide monthly status of the labor compliance as it relates to this Project.

12. Description of Format that the Proposals Shall Follow and Elements the Proposals Shall Contain.

12.1 Proposals must be concise, well-organized, and consecutively numbered on each page. Proposals shall be no longer than twenty-five (25) single-sided pages, on 8.5" x 11" paper, inclusive of resumes, forms, and pictures.

12.2 All responses should include the following elements in the format and order set forth below:

12.2.1 Section 1 - Cover Letter

12.2.2 Section 2 - Table of Contents

12.2.3 Section 3 - Proposal Selection Criteria

- (a) Please review the proposal selection criteria as detailed below and respond to each criterion in the order listed. Each proposal selection criterion response shall be on a separate page.

12.2.4 **Appendix** - The following documents, properly prepared and establishing compliance, should be included in the proposal in the order listed (failure to include any of these documents may result in rejection of the proposal based on non-responsiveness). Documents placed in the Appendix will not be counted against the 25-page limit.

12.2.4.1 Non-collusion Declaration (see ***Exhibit C***).

12.2.4.2 Worker's Compensation Certification (see ***Exhibit D***).

12.2.4.3 Iran Contracting Act Certification, if required by law (see ***Exhibit E***).

12.2.4.4 Sufficient Funds Declaration (see ***Exhibit F***).

12.2.4.5 Roof Project Certification (see ***Exhibit G***).

12.2.4.6 Fingerprinting Notice and Acknowledgement (see ***Exhibit H***).

12.2.4.7 Drug-Free Workplace Certification (see ***Exhibit I***).

12.2.4.8 For all projects over Twenty-Five Thousand Dollars (\$25,000), proof of public works contractor registration to perform public work under Labor Code section 1725.5.

12.2.4.9 Schedule Z Debarment Suspension Certification (see ***Exhibit J***).

12.2.4.10 Local Business Utilization Affirmation Worksheet for the District's Local, Small Local, and Small Local Resident Business Enterprise Program (L/SL/SLRBE). (see ***Exhibit K***).

13. Description of District Needs and Project Administration.

13.1 Firms submitting responses **must be prequalified** pursuant to Education Code section 17406 and Public Contract Code section 20111.6. Prequalification takes place **in advance of submitting a response**.

13.2 The District intends to select the Firm that best meets the District's needs to perform the development and construction services as described in this RFQ/P. The Firm will be the District's representative in relation to any trade contractors/subcontractors hired by the Firm, and will ensure compliance with the Project plans.

- 13.3** In addition to constructing the Project, the Firm's responsibilities include, but are not limited to:
- 13.3.1** Value engineering;
 - 13.3.2** Procurement of long lead materials and products;
 - 13.3.3** Facilitating meetings with members or representatives of the school community with an interest in the Project;
 - 13.3.4** Master scheduling the Project per preliminary master schedule(s), milestones established by the District;
 - 13.3.5** Budgeting for the Project;
- Confirming the design and products used meet current District standards. The OUSD Design and Material Standards can be found at the following link:
https://drive.google.com/drive/folders/1bebxOHRVgXzbieBHSW1-BFs_r0vtt_wj
- Access will be granted upon request.
- 13.3.6** Maintaining and managing tracking of design changes and costs associated with changes to the Project.
- 13.4** "Lease-Leaseback" Structure. Any agreement reached will conform to the statutory framework for the lease-leaseback delivery method. (Ed. Code, § 17406 *et seq.*)
- 13.5** Construction Services. Firm will perform the construction phase of the Project, acting as a general contractor pursuant to Site and Facilities Lease Agreements and may contract with separate subcontractors to perform the various trades comprising the entire scope of work, consistent with the contract documents and the applicable provisions set forth in Education Code section 17406 *et seq.*
- Specimens of the Site and Facilities Lease Agreements can be found in the following link:
https://drive.google.com/drive/folders/1bebxOHRVgXzbieBHSW1-BFs_r0vtt_wj
- Access will be granted upon request.
- 13.6** Relationship to Outside Governmental Agencies. Depending upon the scope of work, the Firm 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 Substances Control, the regional water quality control board, the regional air quality management district, the California Department of Education, the DSA, the State Allocation Board, and OPSC. Firm shall discuss its experience with each of these agencies.
- 13.7** Assignment. Any construction agreement(s) resulting from this RFQ/P and any amendments or supplements thereto shall not be assignable by the successful

Firm either voluntarily or by operation of law without the written approval of the District.

13.8 Local Business Utilization Policy

OUSD's Local Business Utilization Policy 7115 requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation for all capital program/construction-related contracts and professional services agreements.

13.8.1 On April 28, 2021, the Board of Education amended the Local Business Policy which had named the City of Oakland as the singular agency to certify local businesses to include five additional local business certifications. For businesses located in Oakland, Local Business and Small Local Business certifications may also be accepted from the Port of Oakland, Alameda County Transportation Commission, Alameda County Department of General Services, US Department of Transportation California Unified Certification Program, and the California Public Utilities Commission.

13.8.2 The District will follow the City of Oakland Small Business size standards in recognizing Small Local and Small Local Resident Businesses.

13.8.3 The full version of OUSD's latest Local, Small Local and Small Local Resident Business Enterprise Program can be found at the following link:
<https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy>

13.8.4 Submit a detailed narrative and strategy describing how the Firm intends to meet or exceed the District's LBU requirements as described in the "Local Business Utilization Affirmation Worksheet" (**Exhibit E** attachment).

13.9 Disabled Veteran Business Enterprises ("DVBE")

DVBE participation is not required for this contract.

14. District's Standards to Be Used in Evaluating Proposals, Selection Criteria, and Scoring.

14.1 The District will select the successful proposal based on the criteria below. Each criterion will be evaluated as part of the best value score. There shall be no minimum qualification score. For each criterion, the District shall use the methodology and weighting system below.

14.2 The District, at its sole discretion, may elect to interview Firms of its choosing for purposes of obtaining additional information regarding the criteria below, or may select a contractor based upon the information provided in the written proposal.

14.3 The District shall score each of these criterion based on the points allocation below, and based on its evaluation of the responses and information received from contractors. The total shall be the best value score.

14.4 The District will select the Firm with the highest best value score. If the District and said Firm cannot agree on contract terms, then the District shall select the next highest best value score and so on. The District reserves the right to reject all proposals at any time before ratification of a contract.

Selection Criteria	Elements to be addressed by contractor's proposal for each selection criterion
<p>1. Strength of key personnel dedicated to the project (25 pts)</p>	<ul style="list-style-type: none"> • Organizational charts of the Firm. • Firm name and address. • Firm history. • Former names of Firm. • Contractor license. • Whether contracting license has ever been revoked. • Whether contracting license has been suspended in the past five (5) years. • Statement indicating all claims in which Firm or key personnel were involved in any way with litigation regarding construction projects within the past five years. • Firm Department of Industrial Relations registration number. • Description of the Firm and its organizational structure. • List any individuals who are authorized to sign a legal document, binding the Firm. • Resumes of key personnel to be involved with the Project, including their school construction experience. • NOTE: Upon engagement, any change in personnel must be approved by the District. Firm shall be responsible for any additional costs incurred by the engagement of a change in personnel.
<p>2. Relevant/ Recent Experience (30 pts)</p>	<ul style="list-style-type: none"> • Relevant and recent experience the Firm's principals have delivering similar lease-leaseback projects on public school campuses beginning with most recent projects and including the dollar amount of each project. • List projects the Firm's principals have successfully delivered for the past five (5) years. Including project name, location, owner contact, initial budget and final budget, initial completion date and final completion date, and any dollars of unused contingency returned to owner. • Describe the Firm's knowledge and understanding of local environment factors that may affect Project delivery, including but not limited to local City/County approval processes. Describe any relationships that may facilitate a timely and efficient Project delivery. • Describe the location of the contractor's nearest local office and main office, if different. • Please explain whether and how the Firm can meet the District's desired timeline based on <u>Exhibit A</u>. • Describe whether and how the contractor would be able to meet the requirements of the Project Labor Agreement.

	<ul style="list-style-type: none"> Describe which trades the Firm is able to self-perform. Describe the Firm's experience with all software programs the Firm uses to assist with scheduling for a project.
3. Local Experience (20 points)	<ul style="list-style-type: none"> Describe your experience working on lease-leaseback projects within the District. Describe your experience working on lease-leaseback projects within Alameda County. Describe the Firm's knowledge and understanding of local environment factors that may affect Project delivery. Describe any relationships that may facilitate a timely and efficient Project delivery. Describe the location of the contractor's nearest local office and main office, if different.
4. Safety Record (5 pts)	<ul style="list-style-type: none"> Please provide your Experience Modification Rate for the past three (3) consecutive years. Please detail any additional information relating to safety that you would like the District to consider.
5. Price Proposal (20 pts)	<ul style="list-style-type: none"> Please complete and submit the fee proposal attached hereto as Exhibit "B". Firm's price proposals will be evaluated based on the costs/percentages expressed therein. Scoring shall be based on the following: Lowest cost proposal 20 points <ul style="list-style-type: none"> 0-2% higher than lowest cost proposal 18 points 2.01-4% higher than lowest cost proposal 16 points 4.01% - 6% higher than lowest cost proposal 14 points 6.01% - 8% higher than lowest cost proposal 12 points 8.01% - 10% higher than lowest cost proposal 10 points Over 10.01% higher than lowest cost proposal 8 points

A review and selection committee will review and evaluate all proposals.

Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria discussed above. Final selection of a Firm, terms and conditions of any and all agreements and authority to proceed with noted construction services, shall be at the discretion of the District.

15. Protests. A proposer may protest an award if he/she believes that the award was not in compliance with law, Board policy, or this RFQ/P's specifications. A protest must be filed in writing with the District's Superintendent or designee within three (3) working days after receipt of notification of the intent to award the contract and shall include all documents supporting or justifying the protest. A proposer's failure to file protest documents in a timely manner shall constitute a waiver of his/her right to protest the

award of the contract, and shall also constitute a failure to exhaust any available administrative remedy and bar any further action.

16. General Conditions. Firms submitting a proposal in response to this RFQ/P agree to comply with the conditions set forth below.

16.1 All costs associated with the preparation of the Firm's proposal will be solely the responsibility of the interested Firm.

16.2 Proposals will be public records and contractors shall have no expectation of privacy or confidentiality in any information provided in their proposals.

16.3 The successful Firm, its officers, directors, employees, agents, and representatives will be expected to adhere to all federal, state and local guidelines and regulations, and District policies, procedures, and regulations, including those related to COVID-19 or any other global epidemic or pandemic, as applicable.

16.4 The proposal submitted by the interested Firms shall be irrevocable for a period of sixty (60) days from the official closing date for the receipt of proposals.

16.5 The District reserves the right to withdraw, at its discretion, this RFQ/P at any time and shall not be liable for any expense, cost, loss, or damage incurred or suffered by any interested Firm as a result of such withdrawal.

16.6 The contents of the proposals of the successful Firm(s) will become contractual obligations. Failure of the successful Firm to accept those obligations in a subsequent contractual agreement may result in cancellation of the award.

16.7 The Firm will be required to use his/her own office, personnel, and facilities, except as otherwise provided herein or in any resultant contract.

16.8 Any contract resulting from this RFQ/P is subject to appropriation of funds by the District's Board of Education for each year of service.

16.9 Proposals submitted become the property of the District and may be reviewed and evaluated by any persons at the discretion of the District.

16.10 The Firm(s) that are recommended for award of a contract will be required to execute an agreement with the District.

16.11 From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity responding to this RFQ/P, nor any officer, employee, representative, agent or contractor representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process or the award of the contract(s) with any member of the District's Board, committee members or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the Firm submitting a proposal.

17. *The District reserves the right to reject all irregularities or inconsistencies and the right to reject all proposals.*

EXHIBIT A

DESCRIPTION OF THE PROJECT

Project Name: Interim Housing and Modernization Project at Garfield Elementary School

Construction Budget: \$44.0 Million Dollars

The Scope of Work for the project is described below:

- Prepare adjoining playfield for Interim Housing and provide utility connections.
- Renovation of the existing Main Building including building systems, building envelope, and structural upgrades.
- Bid Add Alternates: TBD

Reference Documents can be found at the following link:

- Link to Conceptual and/or Schematic Design will be provided in an Addendum.

Anticipated Construction Period:

The District anticipates that the Notice to Proceed will be issued on February 27, 2025 (based on Board of Education approval of contract on **February 26, 2025**).

Construction duration for Interim Housing will be from **December 1, 2025 to May 31, 2026** (based on DSA Approval in October 2025 and Board of Education approval of GMP in November 2025).

Construction duration for Modernization of Main Building will be from **June 1, 2026 to May 31, 2028** (based on DSA Approval in February 2026 and Board of Education approval of GMP in March 2026).

EXHIBIT B
FEE PROPOSAL

The proposing Firm should prepare their price proposal based on the cost categories shown in **Exhibit B-1**. The Firm will be expected to adhere to these categories at the time of GMP finalization, absent a showing of good cause. District may reject any proposed change. The proposing Firm should provide its fee proposal by completing the form below.

A. Proposed Preconstruction Services Fee: Not to Exceed \$100,000

List titles of personnel performing preconstruction services, and accompanying hourly rates:

Title	Hourly Rate

B. Direct Costs (Firm's Hypothetical) \$ _____

C. General Conditions \$ _____
 (to be expressed as a dollar figure that includes all costs identified as General Conditions costs on contractor's cost allocation breakdown for the anticipated construction duration on **Exhibit "A"**. This General Conditions figure will be binding at the time of GMP finalization absent a showing of good cause).

D. Bonds & Insurance % _____
 (to be expressed here as a percentage that will be applied to the project's cost. This percentage will be binding at the time of GMP finalization absent a showing of good cause). Required bonds and insurance coverages are specified in Section 3 (subsections 3.01-3.19) of the Facilities Lease, and the Project Specific Conditions (Article 1.2.1 of the Facilities Lease).

D.1 Multiply bond percentage against hypothetical costs of \$ _____

E. Fee including Overhead and Profit

(to be expressed here as a percentage that will ultimately be applied to the project's "Direct Costs" identified in the Cost Allocation Breakdown. This listed percentage will be the percentage binding at the time of GMP finalization.)

% _____

E.1. Multiply the above Fee in "E" by hypothetical cost of

\$ _____

Contractor's "Price Proposal"

B + C+ D1 + E1 =

\$ _____

(Print In Numbers and write in words)

EXHIBIT B-1

RESPONSIBILITY MATRIX

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	Time Keeper/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	Permanent Elect Power Monthly Charges				x
6	All Temporary Power Costs	x			
7	Water Service for Construction	x			
8	Heating & Cooling Costs for construction	x			
9	Light Bulbs & Misc. Supplies for construction	x			
10	Clean-Up-Periodical	x			
11	Clean-Up-Final	x			
12	Dump Permits and Fees	x			
13	Recycling/Trash Dumpster Removal/Hauling	x			
14	Flagger/Traffic Control		x		
15	Dust Control	x			
16	Temporary Road and Maintenance if required	x			
17	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 separate trailer for IOR (office trailers must include lockable door, 2 desks, 2 chairs, 1 file cabinet, and wifi-connection)		x		
2	Office Trailer, 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, WiFi		x		
21	Temporary "Swing space" portables to house teachers and students as required for phasing	Do Not Include			
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	Do Not Include			
Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds	Include as separate line item on price proposal form			
2	Developer-provided insurance	Include as separate line item on price proposal form			
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			
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			

EXHIBIT C

Non-collusion Declaration

NONCOLLUSION DECLARATION

Owner: Oakland Unified School District

Project: _____

Site: _____

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid or proposal ("Bid").

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

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at _____ [city], _____ [state].

Signature

Print Name

EXHIBIT D

Workers' Compensation Certification

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Name of Contractor

Signature

Print Name

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

EXHIBIT E

Iran Contracting Act Certification

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

(To be Executed by Proposing Entity and Submitted With Proposal)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert proposer’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/financial institution identified below, and the proposer/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/proposer, for 45 days or more, if that other person/proposer will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

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

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

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

EXHIBIT F

Sufficient Funds Declaration

SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District

Project: _____

Site: _____

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

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on _____ 20__, at _____ *[city]*,
_____ *[state]*.

Date: _____

Signature

Print Name: _____

Print Title: _____

EXHIBIT G

Roof Project Certification

ROOF PROJECT CERTIFICATION

(Public Contract Code §3006(a) and (b))

Owner: Oakland Unified School District

Project _____

Site: _____

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

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

[name and address of building, contract date and number]

[name and address of building, contract date and number]

[name and address of building, contract date and number]

[name and address of building, contract date and number]

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

_____ Signature

_____ Date

_____ Print Name

_____ Print Name of Employer

EXHIBIT H

Fingerprinting Notice and Acknowledgement

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: _____

Signature

Name: _____

Title: _____

EXHIBIT H - ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.

- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

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

personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

EXHIBIT H - ATTACHMENT B

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS**

Note: This form must be submitted by Contractor before it may commence any work.

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

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor's employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

- The Owner has agreed that Contractor's employees, or Contractor as sole proprietor, will be surveilled by Owner's personnel.

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____

Signature: _____

Typed Name: _____

Title: _____

Contractor: _____

EXHIBIT I

Drug-Free Workplace Certification

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

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

Name of Contractor

Signature

Print Name

Date

EXHIBIT J

Debarment Suspension Certification

SCHEDULE Z
DOCUMENT 00 52 00

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

Company Name		Signature of Authorized Representative	
Address		Type or Print Name	
Area Code	Phone	Date	Type or Print Name

END OF DOCUMENT

EXHIBIT K

**Local Business Utilization Affirmation Worksheet
for the District's Local, Small Local, and Small Local Resident Business
Enterprise Program (L/SL/SLRBE)**

LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Firm or Team: _____

The Firm or Team affirms that it will achieve OUSD’s minimum Local Business Utilization (LBU) requirements. Included in our proposal is a detailed narrative and strategy describing how the Firm or Team intends to meet or exceed the District’s LBU requirements.

The narrative shall describe previously implemented methods used for successful local business utilization and shall be inclusive of at least one relevant California K-12 Lease-Leaseback example.

The narrative shall include our LBU strategy, but not limited, to the following:

- Identified Joint-Venture partnership agreements at the prime and sub level
- An outline of small and local firms with planned partnership(s)
- Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- Other identified opportunities for local and small local utilization

The submitted narrative and strategy will be scored and awarded up to 5 additional points by the District’s LBU Consultant.

Minimum Local Business Participation per District Policy can be found in the following link:

<https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy>

Signature: _____

Date: ____ / ____ / 2024