

REQUEST FOR PROPOSALS ("RFP")

Construction Services for Lease-Leaseback Project Delivery

Folsom Cordova Unified School District

Responses must be received on April 17, 2025, no later than 2:00 p.m.

Folsom Cordova Unified School District ("District") invites proposals from firms, partnerships, corporations, associations, persons, or professional organizations to enter into a Lease-Leaseback agreement with the District to construct improvements and perform a project as more particularly described in **Exhibit "A"** ("Project") pursuant to Education Code section 17406 et seq.

Interested firms or persons must submit their proposals, **which shall not exceed forty (40) single-sided pages**, as described below, with one (1) electronic copy and three (3) hard copies of requested materials to:

Folsom Cordova Unified School District
1965 Birkmont Drive
Rancho Cordova, CA 95742
Matt Washburn
(916) 294-9010
MWashbur@fcusd.org

The Site and Facilities Lease documents that the successful contractor will be expected to execute shall be provided with this RFP. The successful contractor may provide comments on the Site and Facilities Lease documents after the Notice of Intent of Award, but the District may, in its sole discretion, determine whether to accept any such changes.

It is critical that proposers ask any questions about the plans and specifications prior to submitting a proposal. Questions regarding this RFP must be directed to Facilities-RFP@fcusd.org not later than March 13, 2025.

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 reject any and all responses. The District also reserves the right to amend this RFP as necessary. All materials submitted to the District in response to this RFP shall remain property of the District.

- RFP advertisement:
 - First notice: February 6, 2025
 - Second notice: February 13, 2025
 - Trade journal publication: February 6, 2025
- Submit all questions regarding RFP: March 13, 2025
- Prequalification applications due: March 13, 2025
- RFP responses due: April 17, 2025
- District Review of RFPs Complete: May 1, 2025
- Anticipated Interviews: Week of May 12, 2025
- Anticipated Board Approval: June 5, 2025

The District invites qualified firms to submit proposals with respect to the Project described herein.

In general, the firm(s) selected as a result of this process ("Firm") will provide a proposal to the District to perform the Project and thereafter work cooperatively with the District Board, 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 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.

Disabled Veteran Business Enterprises

Compliance with the District's Disabled Veteran Business Enterprise ("DVBE") contracting goals is required for this project.

A. Description of Project

The Project for which the District is seeking responses will include the District's Project as more specifically described in **Exhibit "A"**, attached hereto.

B. Preconstruction Services

1. Costs of Preconstruction Services:

Prior to the award of the instrument, the Firm shall provide a fee for preconstruction services expressed as a not to exceed amount in **Exhibit B**.

2. Description of Preconstruction Services:

- Firm shall work with District staff and architect to develop an overall construction budget and construction schedule.
- Firm shall assist the District with reviewing plans and specifications for the Project to be constructed.
- Firm shall assist the District by providing detailed and on-going evaluations of the Project, including the plans and specifications (the "Plans and Specifications"), detailed construction budget cost projections, Project schedule 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 of community benefits and local work force options and opportunities. Such evaluations shall include alternative approaches to design, development, and construction of the Project.

- Firm shall attend regular meetings during Project design, development, and document production phases between Architect, and the District, and any other applicable consultants of the District, as required.
- Firm shall perform a detailed analysis of the 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.
- 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, and compliance with requirements of the California Environmental Quality Act.
- Firm shall work with District's legal counsel to prepare necessary agreements for completion of the Project.
- Firm shall provide a construction cost estimate upon contract execution, and a subsequent cost estimate upon request by the District as plans approach DSA approval, prior to GMP finalization.
- Firm shall provide budget tracking during the course of design to determine the cost impact of the development of the design and scope changes.
- Firm shall negotiate with the District a guaranteed maximum price for the construction of the Project which shall become the basis for the lease agreements.
- Firm shall perform any other services ordered by the District, and as described in the Facilities Lease to facilitate the timely and cost effective completion of the Project.

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

The District will lease the applicable site to the contractor and require the contractor to construct improvements on the site. The lease will include a financing component equal to five percent (5%) of the Guaranteed Maximum Price by extension of the term of the lease beyond the duration of the construction for a period of one (1) year.

The District will have the ability to occupy the site during the financing period, and five percent (5%) of the Guaranteed Maximum Price due to the contractor will be paid as lease payments during the financing period. Any financing charges shall be priced into the Guaranteed Maximum Price. The agreement will permit the District to pay the financed amounts early.

D. Prequalification Requirement

In order to be awarded a contract for the Project or any portion thereof, the successful entity must be prequalified pursuant to the District's policies and procedures. In addition, any mechanical, electrical, and/or plumbing subcontractor, must be prequalified pursuant to the District's policies and procedures.

In order to be awarded a contract for the Project or any portion thereof, the successful entity must be prequalified pursuant to the District's policies and procedures. Folsom Cordova Unified School District has contracted with Colbi Technologies Quality Bidders to provide a web-based process for submittal of applications. Their website is <http://www.qualitybidders.com>. Email qbsupport@colbitech.com with any questions.

E. Guaranteed Maximum Price ("GMP") Development and Transparency

The contractor will provide the District access to objectively verifiable information for all of contractor'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 contractor fees.

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

Proposals must be concise, well-organized, and consecutively numbered on each page. Proposals shall be no longer than forty (40) single-sided pages, on 8 ½" x 11" paper, inclusive of resumes, forms, and pictures, but exclusive of table of contents, cover letter and tabs. Provide one (1) electronic copy and three (3) hard copies.

Electronic and hard copies of proposals and price proposals shall be provided to:

Folsom Cordova Unified School District Office
1965 Birkmont Drive
Rancho Cordova, CA 95742
Attention: Matt Washburn
MWashbur@fcusd.org

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

1. Section 1 - **Cover Letter**
2. Section 2 - **Table of Contents**
3. Section 3 - **Selection Criteria** – Please review selection criteria as detailed in the chart below and respond to each criterion in the order listed. **Each selection criterion response shall be on a separate page.**

G. Description of District Needs and Project Administration

1. General Information

This project is currently in schematic design development. Previously, the District used a different architect to design Mather High School-Morrison Creek Middle School, and such design ended at 25% construction documents. The design of this project will be modified to align with the District's current High School and Middle School Educational Specification.

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**. Any electrical, mechanical, and plumbing subcontractors shall be prequalified prior to finalization of a GMP.

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 RFP. The Firm will be the District's representative in relation to any trade contractors hired by the Firm, and will ensure compliance with the Project plans.

In addition to constructing the Project, the Firm's responsibilities include, but are not limited to:

- Value engineering;
- Constructability reviews;
- Procurement of long lead materials and products;
- Facilitating meetings with members or representatives of the school community with an interest in the Project;
- Master scheduling the Project per preliminary master schedule, milestones established by the District; and
- Budgeting for the Project.

2. "Lease-Leaseback" Structure

Any agreement reached will conform to the statutory framework for the lease/leaseback delivery method. (Ed. Code, § 17406 et seq.)

3. 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.

4. District Project Management Description

The District's Board of Trustees will be responsible for making final decisions, but the District's Superintendent or designee will be responsible for day-to-day decisions.

5. Subcontractor Procurement

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

1. The District requests that Firms do not list subcontractors in their proposals.
2. For subcontractors, the successful proposer shall proceed as follows in awarding construction subcontracts with a value exceeding one-half of one percent of the price allocable to construction work:
 - (i) Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the 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.
 - (ii) Establish reasonable qualification criteria and standards.
 - (iii) Award the subcontract either on a best value basis or to the lowest responsible bidder. This process may include prequalification or short-listing.

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 the Office of Public School Construction. Firm shall discuss its experience with each of these agencies.

7. Conflict of Interest

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 of this fact to the District.

8. Assignment

Any construction agreement resulting from this RFP 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.

9. AB 566

Firm must comply with requirements to provide a "skilled and trained workforce," as set forth by the Education and Public Contract Codes.

10. Prevailing Wage

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>.

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.

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

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 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.

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

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.

The District, at its sole discretion, may elect to interview Firms of its choosing, or may select a contractor based upon the information provided in the written proposal. If the District elects to interview firm(s) it will be an opportunity for the District selection committee to review the firm's history, experience, qualifications, quality control and other matters the committee deems relevant to the firm's evaluation and to gather additional information to finalize a best value score. If a firm is requested to come to an interview to meet with the District selection committee, the key proposed Project staff will be required to attend the interview.

The District shall score each of these criterion based on the points allocation below, and based on its evaluation and impressions of the responses and information received from contractors. The total shall be the best value score. 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>Strength of key personnel dedicated to the project (90 points)</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 but not limited to any Project Manager/Project Engineer/Project Superintendent. Resumes should demonstrate school construction experience. • NOTE: key personnel resumes should highlight experience with new school construction, and specifically new high school construction. • 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>Technical Expertise (50 points)</p>	<ul style="list-style-type: none"> • Describe how the contractor will meet skilled and trained workforce requirements. • Describe which trades the Firm is able to self-perform. • Describe the Firm's experience with BIM modeling. • Describe the Firm's experience with all software programs the Firm uses to assist with scheduling for a project. • List of programs the firm uses to assist with schedule control of a project. • List of computer-assisted modeling programs, including but not limited to BIM, with which the firm has experience.
<p>Past Performance Record (100 points)</p>	<ul style="list-style-type: none"> • List all new construction comprehensive high school projects the Firm's key personnel assigned to this project have worked on. Include project name, location, owner contact information, initial budget and final budget, initial completion date and final completion date, and any dollars of unused contingency returned to owner. • For each Project, provide the name and contact information for the owner's representative.

	<ul style="list-style-type: none"> • For each Project, explain whether the project was completed within the time specified in the contract. Describe any challenges the Firm faced with respect to timely completion. Describe any creative methods used to accelerate completion. • For each Project, explain whether any contingency was returned to the owner. Describe any cost saving techniques that resulted in a return of contingency. • Explain whether each project was completed within the GMP. • Describe any creative methods used to reduce project costs for the owner. • Describe any claims filed by the Firm against the owner for additional time or additional money, the amount claimed, and any amount granted.
<p>Local Experience (80 points)</p>	<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 the Sacramento area. • 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.
<p>Safety Record (25 points)</p>	<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.
<p>Price Proposal (50 points)</p>	<ul style="list-style-type: none"> • Please complete and submit the fee proposal attached hereto as <u>Exhibit B</u>. • Firm's price proposals will be evaluated based on the costs/percentages expressed therein. <ul style="list-style-type: none"> • Lowest cost proposal 50 points • 0-2% higher than lowest cost proposal 48 points • 2.01-4% higher than lowest cost proposal 46 points • 4.01% - 6% higher than lowest cost proposal 44 points • 6.01% - 8% higher than lowest cost proposal 42 points • 8.01% - 10% higher than lowest cost proposal 40 points • Over 10.01% higher than lowest cost proposal 30 points <p>NOTE: Proposed Preconstruction Services Fee will not be included in the Price Proposal scoring</p>
<p>Project Specific Plans (85 points)</p>	<ul style="list-style-type: none"> • Please explain whether and how the Firm can meet the District's desired timeline based on Exhibit A. • Explain the firm's methods and overall strategic plan to complete this specific project in a timely and competent manner. • Describe the firm's approach to value engineering and how it would be applied to this project.

	<ul style="list-style-type: none"> • Describe the Firm's expected markup on any change order/contingency work for this project. • Identify any expected supply chain challenges and long lead item purchases for this project.
Financial Capability (30 points)	<ul style="list-style-type: none"> • Provide a statement on financial resources, bonding capacity, and insurance coverage, including the volume of construction in dollars for each of the past five (5) years. • A failure to demonstrate adequate bonding capacity will render a proposal nonresponsive. • Include information on firm's experience/ability to assist with the financing of a project.

A review and selection committee that the District intends to be composed of key personnel from within and outside the District will review and evaluate all proposals. Proposals will be public records and contractors shall have no expectation of privacy or confidentiality in any information provided in their proposals, including but not limited to, price proposals and financial information.

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.

I. Protests

A proposer may protest an award if he/she believes that the award was not in compliance with law, Board policy, or this RFP's specifications. A protest must be filed in writing with the District 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 an available administrative remedy and bar any further action.

Exhibit "A"

Description of the Project

A new combined high school and middle school, located in the Folsom Planning Area. To be constructed in multiple phases. Phasing to be determined during Preconstruction Services.

Anticipated Project Cost/Budget for Phase 1: \$220,000,000 (current 2025 dollars).

Anticipated Scope of Phase 1: Site infrastructure for entire site of the high school and middle school (grading, utilities). Site improvements (parking, ball fields, sidewalks), administration, multi-purpose, main gym, and instructional spaces for a portion of the high school.

Anticipated Project Schedule for Phase 1: The District anticipates to commence construction in March 2027 with a completion date in June 2029.

Note: Preconstruction Services would encompass early development of both the high school and middle school and continue for preparation of construction of Phase 1.

Exhibit "B"

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, unless they can demonstrate a cost savings for the District. The proposing Firm should provide its fee proposal by completing the form below.

A. Proposed Preconstruction Services Fee \$ _____
 (Not to Exceed)

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

Title	Hourly Rate

B. Direct Costs – (hypothetical) \$200,000,000

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 figure will be considered at the time of GMP finalization, and contractor will be required to support and justify any increases).

D. Bonds % _____
 (to be expressed here as a percentage that will be applied to the project's cost. This figure will be considered at the time of GMP finalization, and contractor will be required to support and justify any increases).

D.1 Multiply bond percentage against hypothetical costs of \$200,000,000 \$ _____

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 \$200,000,000 \$ _____

Contractor's "Price Proposal"
 A + B + C + D1 + E1 =
 \$ _____
 (Print In Numbers and write in words)

NOTE: Proposed Preconstruction Services Fee will not be included in the Price Proposal scoring. For purposes of evaluating price proposals, the District will subtract preconstruction services fee from the price proposal.

"Exhibit B -1"
Cost Allocation Breakdown

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	Drafter/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 Distribution		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	Phone/Data Installation		X		
2	Phone/Data Monthly Charges		X		

3	Electricity Power Installation	X			
4	Electricity Power Distribution – Wiring/Spider Boxes/Lighting for Const.		X		
5	Permanent Power Monthly Charges				X
6	All Temporary Power Costs		X		
7	Water Service for Construction		X		
8	Heating and 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 applicable)	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 Wi-Fi connection)		X		
2	Storage Trailer & Tool Shed Rental		X		
3	Office Furniture/Equip/Computers		X		
4	Copier/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/Cups		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards		X		
19	Watchman Service		X		
20	Phone/Fax/Cell/Wi-Fi		X		
21	Temporary "swing space" portables to house teacher and students as required for phasing	Do Not Include in Proposal			
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	Do Not Include in Proposal			

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			

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds	Included Separately on Proposal Form			
2	Developer-Provided Insurance	Do Not Include in Proposal			
3	Printing – Dwgs & Specs (Max 15 sets)				X
4	Initial Soils Investigation				X
5	Testing and Inspections				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			

COMPLIANCE WITH CARB IN-USE OFF-ROAD DIESEL-FUELED FLEET REGULATIONS
CERTIFICATION

As required by Title 13, California Code of Regulations, section 2449, the Bidder certifies subject to penalty for perjury that the option checked below regarding compliance with the California Air Resources Board (“CARB”) In-Use Off-Road Diesel-Fueled Fleet regulations is true and correct:

Attached hereto are valid Certificates of Reported Compliance (“CRC”) for our company and all listed subcontractors proposed for this project. We certify that all off-road diesel-fueled vehicles that will be operated are compliant with CARB regulations, and that no non-compliant vehicles will be used on this project.

or

Attached hereto is a detailed statement of exemption, along with supporting documentation, for our company and/or certain listed subcontractors, claiming exemption under CARB regulations pursuant to section [relevant section]. This statement includes the specific grounds for exemption and is signed by an authorized representative.

Certification Conditions:

We acknowledge that the failure to submit valid CRCs or adequate exemption documentation with this bid may render our bid non-responsive.

We agree to retain copies of all CRCs and/or exemption documentation for a period of three (3) years following the completion of the project and understand that we may be required to provide these records to CARB or the District upon five (5) calendar days’ notice.

We understand that if any of the certifications or exemptions provided are found to be inaccurate or false, this may result in the rejection of our bid or, if awarded, termination of the contract and potential disqualification from future contracts.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature Date

Name Title

Name of Firm

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit "C"
SITE AND FACILITIES LEASE DOCUMENTS

[To Be Inserted]