

**VALLEJO CITY UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSALS (“RFP”)**

**CONSTRUCTION MANAGEMENT  
SERVICES  
FOR DISTRICT CONSTRUCTION  
PROJECTS**

**RFP Packages Due on or Before:**

**May 15, 2026 at 2:00 p.m.**

**ATTN:**

**VALLEJO CITY UNIFIED SCHOOL DISTRICT**

**Ruben Fernandez**

**Asst. Supt. Business Services and Operations**

**665 Walnut Ave.**

**Vallejo 94592-1177**

**NOTICE INVITING PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES  
VALLEJO CITY UNIFIED SCHOOL DISTRICT**

The Vallejo City Unified School District (“District”) is requesting proposals from qualified individuals or firms to provide construction management services. The District requires assistance managing current and future maintenance, modernization, and construction projects. Services may include assistance with planning, procurement, design coordination, construction administration, closeout, and related project support on an as-needed basis.

The District's full Request for proposals can be obtained by emailing: [TCruz@vcusd.org](mailto:TCruz@vcusd.org)

Proposals must be received by the District **on or before 2:00 p.m. on May 15, 2026.**

The District reserves the right to cancel or revise in part or in its entirety, for any or no reason, this RFP. If the District cancels or revises the RFP prior to the deadline for the submission of proposals, notification will be placed on the District’s website. The District makes no representation that any contract will be awarded to any proposer responding to this RFP. The District expressly reserves the right to postpone proposal consideration for its own convenience, to waive any informality or irregularity in any proposal received, and to reject any and all proposals received in response to this RFP.

**REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES  
VALLEJO CITY UNIFIED SCHOOL DISTRICT**

**PROJECT BACKGROUND AND DESCRIPTION**

The Vallejo City Unified School District (“District”) is a California public school district located in Solano County. The District, through this Request for Proposals (“RFP”) process, seeks one or more qualified Construction Manager(s) with experience in multiple construction delivery methods to support current and anticipated facilities, maintenance, modernization, and capital improvement projects.

The District seeks supplemental administrative expertise to manage these projects, so the Construction Manager will play an important role in assisting the District with understanding, planning, and implementing its projects.

**CONSTRUCTION MANAGER SERVICES**

**In General**

Under the general direction of District personnel, the selected firm will perform the following services that shall include, but are not limited to:

1. Provide for the planning, development, design, engineering and completion of the project(s);
2. Manage and supervise professional consultants contracted by the District for the full array of architectural and construction and other necessary services related to the project(s); and
3. Perform other related duties as assigned by the Superintendent, Assistant Superintendent of Business Services and Operations, and/or other District personnel.

**Specific Major Responsibilities and Essential Duties**

Specific responsibilities and essential duties may include, but are not limited to, the following:

1. Review and become thoroughly familiar with existing contracts, contracts under negotiation, the project’s design, relevant consultant reports and all other information necessary to facilitate the successful and timely completion of the project(s).
2. Provide comprehensive services in the organization, coordination, management and administration required for all aspects of the development of the project(s), including, without limitation, planning, cost estimating, programming, site investigation, design, contract procurement, contract formation, construction administration and project closeout.
3. Provide services for multiple project delivery methods, including but not limited to Design-Bid-Build and Lease-Leaseback methods.
4. Provide regular updates to the District’s Board of Trustees (“Board”), appear at Board meetings to present and discuss the status of the projects, explain contractual arrangements, discuss budgetary concerns and updates and permit the Board to make informed decisions regarding the projects when appropriate.
5. Prepare and present reports to the District and other stakeholders regarding the project(s).
6. Assist District staff in performing all duties required of the District to facilitate the completion of the project(s).

7. Maintain awareness of any potential impacts to the District community both during the individual projects and throughout any bond program, if requested.
8. Create, maintain and update the District's existing files for the project(s).
9. Review and evaluate submittals, data, documents, pay requests, etc.
10. Participate in all meetings necessary (with contractors and consultants and stakeholders and other interested parties) to ensure the successful completion of the project(s).
11. Develop and implement a comprehensive schedule for all activities necessary for the completion of the project(s).
12. Develop project work scopes and budgets.
13. Administer and monitor the District's project budget and progress of work for all phases of the project(s).
14. Set timeline parameters, review, and monitor the work of architects and contractors in the development of plans, specifications and contract provisions for all phases of the project(s).
15. Prepare requests for proposals and memoranda of understanding for the project(s) defining work to be done, participating in pre-bid conferences, walk-throughs and evaluation of proposals.
16. Coordinate tasks between principal parties including architects, environmental consultants, engineers, contractors and subcontractors.
17. Review and develop documents for adequacy of scope and constructability.
18. Monitor progress on the project(s) and coordinate approval of payments.
19. Assist the District with addressing any disputes relating to revision of needs and negotiating changes to contract or warranty issues with contractors or subcontractors.
20. As requested by District personnel or the Board, provide a completion report for the project(s) including recommendations for improving District construction standards, plans, and specifications, contract forms and procedures.
21. Provide District staff with weekly construction activity reports beginning at award of the contract until final acceptance as required.
22. Oversee the preparation of and certify to the Assistant Superintendent of Business Services and Operations, and/or designated District personnel all necessary reports, forms and documents required by relevant local, federal, state and various funding agencies, guidelines and regulations; collect and interpret supporting information and data; and maintain proper documentation and record keeping systems.
23. Work with District legal counsel to prepare contracts for selected consultants or contractors.
24. Assist the District during the entire design and construction process, monitoring the work for timeliness of performance and quality of product.
25. Receive, review, and recommend progress payments from the architect of record and/or inspector of record and coordinate with the District's Facilities and Bond Department in processing progress payments and approving completed work for payment of invoices. Final payment approval is the responsibility of the Assistant Superintendent of Business Services and Operations, and/or designated District personnel.

- 26.** Coordinate the work of architect(s) and contractors in their preparation of punch list items, itemizing defects in construction materials and/or quality of work including holdback of final payment until project(s) can be successfully closed out.
- 27.** Perform final certification and release of contractor in support of a stipulated warranty process in coordination with appropriate District staff.
- 28.** Coordinate/originate contractor quality control requirements to be included in the construction contract where appropriate.
- 29.** Perform additional duties as directed by the Superintendent, Assistant Superintendent of Business Services and Operations, and/or designated District personnel.

*[RFP continues on next page.]*

**VALLEJO CITY UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSALS FOR  
CONSTRUCTION MANAGER(S)  
INSTRUCTIONS TO PROPOSERS**

The District is inviting proposals from qualified Firms to provide construction management services for the District's construction projects.

**A. GENERAL**

**1. Responsibilities of Firm**

The responsibilities and duties listed in this RFP are stated in general terms and are for informational purposes only. The parties shall negotiate a services agreement after a recommended Firm has been selected. **Any contract negotiated shall be subject to the District's Board of Trustees ("Board") approval.**

The Firm selected is expected to have the qualifications and experience to provide construction management services on behalf of the District.

**2. Questions and Inquiries**

Any questions regarding this RFP shall be directed, in writing, to the District email specified below. Transmission of questions may be made in writing by e-mail only, and must be received by the District no later than the date and time established above in the Schedule of Events and restated below. All requests for modification, interpretation, or clarification must be accompanied by all relevant information supporting the request. The District will evaluate any question or request submitted, but reserves the right at its sole discretion to determine whether to respond or accept the requested change.

Proposers are strongly cautioned to refrain from contacting any other member of the District staff, administration or any member of the District's Board prior to the final selection of a Firm for the project. Any prohibited communications may result in immediate disqualification of a Firm's response to this RFP.

District Representative:

Name: Ruben Fernandez

Email: TCruz@vcusd.org

Deadline for Submittal of RFP Related Questions: May 15, 2026

**3. Proposal Validity Period**

The proposer agrees that its proposal will remain valid for 180 calendar days ("Validity Period") following the Proposal Due Date. The District may request an extension of the Validity Period. The Validity Period shall be automatically extended during the pendency of a protest or any legal action challenging the validity of the procurement. Once an award is made to a proposer, all elements of that proposer's proposal shall remain valid until the completion of the project where an agreement is executed.

#### **4. Public Records**

All proposals submitted in response to this RFP become the property of the District and responses to this RFP are public records subject to disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 *et seq.*). Please do not provide information that you do not want to be a public record.

#### **5. District Rights and Limitations**

The District reserves the right to contract with any entity responding to this RFP. This RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. This RFP does not commit the District to select any firm and the District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. It is at the sole discretion of the District to award a contract for the services or no contract at all. The award of the contract(s) is subject to approval of the Vallejo City Unified School District's Board of Trustees.

The District shall not be liable for any costs incurred in preparing and submitting responses to this RFP. In no event will the District reimburse any respondent for any costs or expenses incurred in preparing and submitting responses to this RFP.

The District, in its sole discretion, reserves the right to: (i) Accept or reject any and all submittals, or any portion or combination thereof; (ii) Contract with any entity responding to this RFP in whatever manner the District decides; and/or (iii) Waive any informality or non-substantive irregularity, not affected by law, as the interests of the District may require.

The respondent's submission, and any other supporting materials submitted to the District in response to this RFP will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. The District will have no liability to the respondent or other party as a result of any public disclosure of any RFP.

The District reserves the right to add additional firms for consideration after receipt of submissions in response to this RFP if it is found to be in the best interest of the District. All decisions concerning firm selection will be made in the best interests of the District.

#### **6. Full Opportunity**

Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE") and minority and women business enterprises shall be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

#### **7. Restrictions on Lobbying**

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, 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 RFP, 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.

## **8. Minimum Insurance Requirements**

The selected firm shall maintain policies of insurance with an insurer(s) qualified to do business in the State of California and acceptable to the District, including commercial general liability, automobile liability, workers' compensation, and professional liability/errors and omissions coverage, as set forth below. The firm will be required to provide an insurance certificate including errors and omissions and professional liability insurance coverage and must meet all insurance requirements set forth in the contract, including but not limited to naming the District as an additional insured, as further described below.

- a. Coverage shall be at least as broad as:
  - i. Commercial General Liability ("CGL"): CGL on an "occurrence" basis for bodily injury and property damage with limits no less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.
  - ii. Automobile liability with limit no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage.
  - iii. Workers' Compensation Insurance as required by the State, with statutory limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
  - iv. Professional Liability (Errors and Omissions) Insurance appropriate to the Firm's profession for a period of five (5) years following completion of a project, with limit no less than one million dollars (\$1,000,000) per occurrence or claim, two million dollars (\$2,000,000) aggregate.
- b. If the Firm maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Firm.
- c. *Additional Insureds.* The District and its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Firm; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Firm. General liability coverage can be provided in the form of an endorsement to the Firm's insurance.
- d. *Primary Insurance.* For any claims related to this Agreement, the Firm's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Firm's insurance and shall not conflict with it.
- e. *Notice of Cancellation.* Each insurance policy required above shall state that coverage shall not be canceled, except with prior notice to the District of at least thirty (30) days (or ten (10) days for non-payment of premium).
- f. *Waiver of Subrogation.* Firm hereby grants to District a waiver of any right to subrogation which any insurer of said Firm may acquire against the District by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this

provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

- g. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Firm to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- h. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. *Claims Made Policies.* If any of the required policies provide coverage on a claims-made basis: (a) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the Firm must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement.
- j. *Verification of Coverage.* Firm shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the District before work commences under this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive the Firm's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## **9. Miscellaneous**

- 9.1.** The proposal shall be signed by a duly authorized representative(s) of the proposer and include the full name and address of the proposing firm or entity.
- 9.2.** The proposal must set forth accurate and complete information as required in this RFP.
- 9.3.** Submission of a proposal constitutes agreement by the proposer to each and all of the terms, conditions, provisions and requirements set forth and contemplated in this RFP and any attached documents.
- 9.4.** The successful proposer will be expected to adhere to all federal, state, and local laws, and all District policies, procedures and regulations.
- 9.5.** The contents of the proposal of the successful proposer will become contractual obligations. Failure of the successful proposer to accept those obligations in a subsequent contractual agreement may result in cancellation of the award.
- 9.6.** Any contract resulting from this RFP is subject to appropriation of funds by the District's Board of Trustees for each fiscal year of service.
- 9.7.** The District reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.
- 9.8.** The successful respondent, if any, will be required to execute a contract with the District.

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

*[RFP continues on next page.]*

**VALLEJO CITY UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSALS FOR  
CONSTRUCTION MANAGER(S)  
INSTRUCTIONS FOR SUBMITTING A RESPONSE**

Each Firm responding to the RFP shall address the following items in its response. Each item below shall be separated and clearly marked by tabs, or other means, to allow for easy review by the District. The RFP response shall not exceed twenty-five (25) pages, excluding front and back covers, tabs, and table of contents.

**1. Cover Letter**

A maximum one-page, dated Introductory Letter must be submitted including the legal name of the respondent, address, telephone and fax numbers and the name, title, and signature of the person(s) authorized to submit the qualifications on behalf of the Firm.

**2. Table of Contents**

A Table of Contents of the material contained in the qualifications should follow the Cover Letter.

**3. Executive Summary**

The Executive Summary should contain an outline of your management style and business approach along with a brief summary of your qualifications to engage in a professional relationship with the District.

**4. Description of Firm**

Provide specific information regarding the size, financial strength, location, nature of work performed, number of employees, years in business, California business license number (if applicable), and tax identification number of Firm. Please identify the principal-in-charge who will serve as the District's main contact throughout the Project. Include the address, telephone, and fax number of the office that will be primarily responsible for providing services under the proposal.

Please also provide evidence that the Firm is in good standing and able to complete business in the State of California.

**5. Background of Firm's Personnel**

Identify and provide the background, including resumes, of employees whom the Firm expects will be utilized on the Project(s) and will make up the Project(s) team. Specifically define the role of each person and outline his, her or their individual experience. Indicate who would serve as the primary contact for the District. If the Firm would utilize resources from more than one office, indicate office locations and how work would be coordinated.

The team proposed must remain intact during the procurement process and the life of the Project(s), if the proposer is selected, unless otherwise agreed in writing by District. By submitting a proposal, proposer acknowledges that the District is making a selection based on the experience and qualifications of the team presented in the proposal and any changes to the team without the consent of the District may constitute a breach of contract by the proposer.

## **6. Experience in Providing Construction Management Services for Public Construction Projects**

Provide a Comprehensive Narrative of the services offered by your firm. An explanation of your extensive experience in public works construction, including if applicable experience with the California Department of Education (“CDE”), the Office of Public School Construction (“OPSC”), the Division of the State Architect (“DSA”), the Uniform Building Code (“UBC”) and Title 24 of the California Code of Regulations is mandatory.

The narrative shall include the following:

- **Experience.** List specific K-12 projects where the firm provided construction and/or project management services for a public school district in the last 5 years. Provide type of delivery method, dollar amount of each project, duration of each project and key staff who worked on the project.
- **Technical Capabilities.** Describe the Firm’s technical capabilities for scheduling, budgeting, cost estimating, and document control. Provide recent examples of reports for each category. Describe the firm’s quality control systems, including ability to monitor subconsultants, if any. Discuss your knowledge of the following: (1) Architectural design concepts, principles and standards; (2) Supervisory principles, practices and procedures; (3) District financing and budgeting procedures; (4) Construction and financing methods of buildings and public works projects; (5) Building construction methods and materials; (6) Local building codes and ordinances and accepted standards of quality; (7) Requirements and guidelines for construction contracting and accepted estimating methods and procedures in the building trades; (8) Duties and responsibilities of the various skilled crafts/trades associated with building construction and rehabilitation; (9) Applicable federal and/or state regulations and guidelines regarding assigned project funding; and (10) Basic technical requirements of pertinent funding sources for the District’s capital projects (bonds, developer fees, etc.).

## **7. Litigation History**

The Firm shall list all services-related litigation in the last five (5) years, filed either by a client, a client’s representative, or a contractor, which names the Firm, Firm’s employees, or Firm’s consultants as defendants of any type. State the nature of the complaint, the beginning and end date, or anticipated end date, of each lawsuit, case number of proceeding, and the judgment or resolution or the anticipated judgment or resolution, including any settlement outside of court.

The Firm shall also provide specific information on termination for default and information concerning any convictions for filing false claims within the past five (5) years.

The Firm shall state whether the Firm has or has not filed a petition for bankruptcy. If the Firm has filed a petition for bankruptcy, the Firm shall provide the date the petition was filed and identify the jurisdiction in which the petition was filed.

## **8. Complaints Lodged with Local, State, or Professional Agencies**

The Firm shall disclose complaint(s), if any, that have been lodged against the Firm with any local public agency, any agency of the State of California, or any professional organization with which the Firm is affiliated and, if so, describe the nature of the complaint(s) and outcome(s) or anticipated outcome(s).

**9. Insurance**

The Firm shall describe the outcome of claims, if any, filed against Firm’s general liability, professional liability, or automobile liability insurance carriers during the past five (5) years. Identify the Firm’s insurance carriers’ name and address and policy number(s) for general liability and professional liability for the past five (5) years.

**10. Experience with State Regulatory Agencies**

Specify the Firm’s experience working with State agencies, including the Office of Public School Construction, State Allocation Board, California Department of Education, and Division of the State Architect.

**11. Project Plan and Methodology**

Describe the procedures that the Firm will employ to ensure that the needs of the District will be satisfied, including completion of the construction management services requested herein in a cost-effective and timely manner. Please describe how the Firm will manage and control costs, while providing the highest quality of design and planning services. Include an estimate of the amount of District staff time needed for assistance.

**12. Current Projects and Workload**

Please describe current projects that the Firm is engaged in of similar size and scope. Please describe how current workload demands on the Firm may impact the District.

**13. Joint Ventures and Associations**

If the project is to be undertaken by the Firm in joint venture or in association with one or more other entities, identify the parties involved in such a joint effort, the roles and responsibilities of each party, and whether all parties will be jointly and severally liable for performance and all contractual liabilities. In the event of a joint venture, please provide a copy of the joint venture agreement and identify which firm will be the lead member of the venture. The District reserves the right to require the lead firm to sign a Guaranty concerning the work to be completed.

**14. Fee Estimate Range and Terms**

Please provide rates and fees for all proposed members of the Firm’s team who will provide services in response to this RFP. Please provide an estimate for the number of hours that the proposed work will take in the judgment of the Firm. Please include rates for all expected fees associated with the work (e.g., travel expenses, copying and printing costs, etc.).

The District seeks to negotiate a fixed, not-to-exceed fee based on the final negotiated scope of work with any “additional work” being subject to reimbursement based on agreed upon rates for each member of the Firm’s team.

**15. Non-Collusion Certification and RFP Certification**

A qualified individual from the Firm must execute the Non-Collusion Certification and the RFP Certification contained herein. Executed copies of each certification must be included with the proposal.

**16. Other**

Each Firm is encouraged to provide a description of resources or any other information the Firm believes is pertinent to its proposal. Please do not include brochures or other marketing-related materials.

*[RFP continues on next page.]*

**VALLEJO CITY UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSALS FOR  
CONSTRUCTION MANAGER(S)  
DISTRICT'S EVALUATION PROCESS**

The District reserves the right to reject any or all proposals, to waive minor technicalities, or to advertise for new proposals if, in the judgment of the District, such course of action is in the best interests of the District.

The District plans to establish an Evaluation Committee for the purpose of reviewing and evaluating proposals submitted in response to the RFP. Selection of candidate(s) will be based on demonstrated competence and on professional qualifications necessary to meet the District's needs to perform the services described in this RFP.

After an initial screening of Firms, the District, at its sole discretion, may conduct in-person interviews with one or more Firms.

**The key project personnel listed by the proposer in its proposal MUST participate in the interview and interview process.**

The District reserves the right to contract with one or more Firms. The District makes no representation that participation in the RFP process will lead to an award of a contract or any agreement whatsoever.

The District may perform an investigation of the Firms that extends beyond contacting the school districts or other entities identified in the proposals. The District shall have the right to request any additional information from any or all of the proposing Firms, to select, in its sole discretion, Firms that will be interviewed, and to select, in its sole discretion, the Firm that best meets the needs of the District and to initiate negotiations to engage that Firm. In the event that such negotiations are determined, in the District's sole discretion, to be unsuccessful, the District shall have the right to terminate such negotiations and enter negotiations with the next most preferred Firm.

Each responsive proposal will be evaluated according to the criteria set forth below:

- Firm Experience and Qualifications
- Litigation/Claims/Complaint History
- Project Plan and Methodology
- Fees
- References
- Compliance with RFP
- Interview, if applicable

The District will make its selection based on its impressions of which firm will be the best fit based on these categories.

The following are conditions precedent to final award of the contract(s): (a) successful completion of negotiations (if held); (b) receipt by District of all of the documents required to be provided prior to execution of the agreement; and (c) any other conditions required by the District's Board. Final award will be evidenced by execution of the agreement by the District's designee following approval by the District's Board. In the event only one proposal is received in response to this RFP, District reserves the right to move forward with award to that proposer if determined to be in the best interests of the District.

*[RFP continues on next page.]*

**VALLEJO CITY UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSALS FOR  
CONSTRUCTION MANAGER(S)  
MISCELLANEOUS INFORMATION**

**Signature Authority.** The individual or official of the Firm who has the authority to contractually bind Firm must sign the RFP response.

**Cost of Preparation of Proposal.** The RFP response preparation and associated costs are the sole responsibility of the proposer and no proposer will be reimbursed by the District for any costs associated with responding to this RFP.

**Examination of RFP.** Each proposer shall be solely responsible for examining this RFP and all its parts with appropriate care and diligence. Each proposer is also responsible for monitoring the information concerning this RFP and the procurement.

**Compliance with Law.** Throughout this procurement and any subsequent contract executed, all proposers are required to comply with all applicable state, federal, and local laws and regulations including, but not limited to, the California Labor Code. Proposers shall be responsible for complying with all applicable prevailing wage requirements and any applicable reporting and registration requirements as required by the California Department of Industrial Relations. The successful proposer will also be expected to adhere to all District policies, procedures, and regulations.

**District's Rights.** Each proposer agrees that the District shall be entitled to use all work product that is not returned to the proposer (including concepts, ideas, technology, techniques, methods, processes, drawings, and reports) contained in its proposal or generated by or on behalf of the proposer for the purpose of developing its proposal without compensation or consideration to the proposer, except such work product specifically labeled as a Trade Secret or Proprietary. By submitting a proposal, each proposer acknowledges that the District may incorporate and use such work product or concepts based thereon in the performance of its functions. The use of any of the work product by the District is at the sole risk and discretion of the District and shall in no way be deemed to confer liability on the unsuccessful proposer. By submitting a proposal, each proposer acknowledges and agrees that it does not have the right to keep the contents of its proposal from being used by the District, as described herein.

**Resulting Contract.** The successful respondent, if any, will be required to execute a contract with the District. The successful proposer will be required to maintain policies of insurance with an insurer(s) qualified to do business in the State of California and acceptable to the District.

**VALLEJO CITY UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSALS FOR  
CONSTRUCTION MANAGER(S)  
NON-COLLUSION CERTIFICATION**

The party making the foregoing proposal, affirms that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

*[See required certification on next page.]*

**CERTIFICATION - REQUEST FOR PROPOSALS**

I certify that I have read the attached **Request for Proposals** and the instructions for providing a response. I understand that documents I submit in response to this request may be subject to disclosure under the California Public Records Act. (Gov. Code, §§ 7920.000, et seq.) I further certify that I am authorized to commit the Firm to the qualifications submitted.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed or Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**Date**

If responding as a corporation, please provide your corporate seal here: