

# Earlimart School District



## **REQUEST FOR QUALIFICATIONS AND PROPOSALS SOILS AND MATERIALS TESTING LABORATORY AND SPECIAL INSPECTION SERVICES FOR NEW PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN CLASSROOMS AT ALILA ELEMENTARY SCHOOL**

RFQ/P Responses Due:

**Thursday, March 9, 2023, at 1:00 PM**

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

Art Scott, Program Manager  
Caldwell Flores Winter, Inc.  
[ascott@cfwinc.com](mailto:ascott@cfwinc.com)

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

<b>REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P) SOILS &amp; MATERIALS TESTING LABORATORY &amp; SPECIAL INSPECTIONS SERVICES</b>
---

**NOTICE IS HEREBY GIVEN** that the Earlimart School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide soils and materials testing laboratory and special inspection services for the upcoming District's New Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Alila Elementary School ("Project").

Respondents to this Request for Qualifications and Proposals ("RFQ/P") should deliver one (1) electronic copy of their Statement of Qualifications ("SOQ"), and a copy of their proposal ("Proposal") labeled "Soils and Materials Testing Laboratory and Special Inspection Services Proposal," as further described herein, to:

Art Scott, Program Manager  
Caldwell Flores Winter, Inc.  
[ascott@cfwinc.com](mailto:ascott@cfwinc.com)

**ALL RESPONSES ARE DUE BY 1:00 P.M., ON THURSDAY, MARCH 9, 2023.** Any SOQ or Proposal received after that date and time will not be accepted. Late submittals will not be accepted or considered. Each SOQ and Proposal must conform and be responsive to the requirements set forth in the RFQ/P.

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

If you have any questions regarding this RFQ please submit them via email to [ascott@cfwinc.com](mailto:ascott@cfwinc.com) before 4:00 p.m. on Thursday, March 2, 2023. Responses will be provided by an Addendum to this RFQ by 4:00 p.m. on Monday, March 6, 2023.

**RFQ/P RESPONSE SCHEDULE SUMMARY:**

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

DATE / TIME	EVENT
February 23, 2023	Issue RFQ/P Soils and Materials Testing Laboratory and Special Inspections Services
March 2, 2023 at 4:00 p.m.	Deadline for submission of written questions to District concerning RFQ/P Soils and Materials Testing Laboratory and Special Inspections Services
March 9, 2023 at 1:00 p.m.	Deadline for all submissions in response to RFQ/P Soils and Materials Testing Laboratory and Special Inspections Services
Week of March 13, 2023	Review of submissions by selection committee.
Week of March 13, 2023	Interviews, as requested by selection committee.

Week of March 13, 2023	Notification to selected Firm(s).
March 21, 2023 or thereafter	Anticipated Board consideration of contract adoption

## **I. BACKGROUND AND OVERVIEW**

Earlimart School District ("District") serves about 1,445 students in two elementary schools and one middle school. The District is seeking SOQs and Proposals from experienced entities to provide full soils and materials testing laboratory and special inspections services ("Consultant") for the District's New Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Alila Elementary School ("Project").

### **A. LIMITATIONS**

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

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

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

### **B. FULL OPPORTUNITY**

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

## **C. RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board ("Board"), Committee members, any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described herein in Section IX (Submission Guidelines) below. Any such contact shall be grounds for the disqualification of the firm submitting an response to this RFQ/P.

## **II. SCOPE OF REQUIRED SERVICES**

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

The District will require professional services from a licensed Soils and Materials Testing Laboratory and Special Inspection Consultant (hereafter, Laboratory) to ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Laboratory shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

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

### **1. QUALIFICATIONS AND SPECIAL INSPECTION SERVICES**

- The Laboratory shall be a qualified L.E.A. Respondent as recognized by the California Division of State Architect
- The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.
- Laboratory may perform special projects as requested by the District, including but not limited to, geologic and seismic hazard investigation services, soils investigation and foundation recommendation services, geological engineering investigation and environmental site assessment services. The services may include Phase I Environmental Site Assessments (ESA), Preliminary Endangerment Analysis (PEA), Supplemental Site Investigations (SSI), Removal Action Workplan (RAW), asbestos and lead paint in soil investigations, organochloride in soil investigations and toxicology studies, any removal or remediation action, and other State regulated processes, and evaluations of compliance with Education Code Section 17213.

- Laboratory may provide other professional services, including but not limited to, meetings with governmental agencies e.g. Department of Toxic and Substance Control (DTSC), and consultation with other parties.

## **2. GENERAL SCOPE OF SERVICES.**

The Laboratory shall provide the following services:

- Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter
- Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports
- Ensure that soils conditions are in conformance to soils report
- Foundation inspection
- Caisson, drilled piers or driven piles inspection
- As-graded soils reports
- Observations and testing during site clearing and mass grading
- Observing the foundations excavations for structures/Observation and testing during backfilling of utility trenches
- Observation and testing during backfilling around retaining walls
- Observation and testing during subgrade preparation and base rock placement in asphalt paved areas
- Observation and testing during asphalt concrete placement
- Perform the following Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All testing shall be accomplished in a DSA-certified laboratory:
  - Soil, Aggregate and Asphalt
  - Maximum Dry Density
  - Expansion Index (ASTM D4318)
  - R-Value/Sand Equivalent
  - Sieve Analysis (ASTM C136)
  - Hveem Stability
  - Asphalt Extraction (ASTM 2172)
  - Hardness and Abrasion
  - Atterberg limits (ASTM 4318)
  - No. 200 Sieve Analysis (ASTM D422)
  - Specific Gravity C127/C128///Asphalt and Asphaltic Concrete Gradation (ASTM C136)
  - Asphalt and Asphaltic Concrete Specific Gravity (ASTM D188)
  - Asphalt and Asphaltic Concrete Stability and Flow Marshall (ASTM D1559)
  - Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
  - Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
  - Asphalt Cores

### **3. OBSERVATION AND TESTING.**

Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for ascertaining that the work is in substantial conformance with the contract documents and tests as required by appropriate DSA Form 103. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the Laboratory in any way from the Laboratory's obligation and responsibilities under the construction contract.

Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Laboratory's performance of its work shall not result in safety hazards on the site.

### **4. CONCRETE MIX DESIGN REVIEW**

- *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and pre-stressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy and non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- *Laboratory Review.* The Laboratory shall review the proposed concrete mixes for conformance with the specifications.
- *Tests to be Performed.* The Laboratory shall perform the following tests:
  - Concrete Compression Tests
    - Concrete Cylinders (ASTM C29)
    - Concrete Cores (ASTM C39)/
    - Lightweight Concrete (ASTM C495)
    - Insulating Concrete (ASTM C332)
  - Concrete Flexural Tests
    - Flexural Test (ASTM C293/C78)
  - Steel Reinforcing
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
  - Concrete Aggregate
    - Conformance Test (ASTM C33)
      - (Sieve Analysis, Deleterious Substances and Soundness)

### **5. REINFORCING STEEL PLACEMENT**

Prior to the pours, the Laboratory shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The Laboratory shall check:

- *Bars.* Size and spacing of bars.
- *Splices.* Location and length of splices.
- *Clearances.* Check clearances.
- *Cleanliness of Bars.* Observe cleanliness of bars.
- *Spacing tolerances.* Verify as per specification/drawings or record.
- *Steel Support.* Proper support of steel with ties.

## 6. CONCRETE PLACEMENT

During the pours, the Laboratory shall be on site continuously, as required by code, to monitor placement. The Laboratory shall:

- *Bar Displacement* Determine that no bars are displaced during the pouring.
- *Cleanliness of Steel*. Observe cleanliness of steel.
- *Placement*. Determine adequacy of placement and vibratory equipment.
- *Delivery Rate*. Determine proper delivery rate of concrete and monitor batch times.
- *Correct Mix*. Determine that the correct mix is being utilized.
- *Slump*. Monitor slump of each truck.
- *Temperature*. Record temperature of air and concrete.
- *Cast Cylinders*. Cast cylinders for compression tests at the specified frequency.
- *Air Checks*. Perform air checks, if required by specifications, during concrete placement.
- *Anchor Bolt/Dowel Installation*. Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The CONSULTANT shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

## 7. COMPRESSION TESTING

The Laboratory shall transport samples to its facilities for compression testing in strict accordance with ASTM requirements. The Laboratory shall distribute compression test reports to the appropriate parties.

## 8. MIX DESIGN REVIEW

- *Grout and Mortar Mixes*. The Laboratory shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- *Masonry Wall Prisms*. During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- *Laboratory Tests*. Laboratory tests shall include:
  - Masonry Compression Tests
    - Mortar (UBC 21 - 16)//Grout (UBC 21 - 18|ASTM GI 01 9)
    - Masonry Prism (ASTM E447)
    - Masonry Cores (ASTM C42)
    - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
    - Dry Shrinkage - Masonry Units (ASTM C426)
    - Sample Pick-up and Delivery
  - Steel Reinforcing
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
    - Steel Tagging, Pick-up and Delivery
  - Concrete Aggregate
    - Conformance Test (ASTM C404)
      - (Sieve Analysis, Deleterious Substances and Soundness)

## **9. DUTIES**

The Laboratory's duties shall include the following:

- Review mill test certifications of block and reinforcing steel.
- Inspect to determine size and spacing of dowels.
- Inspect to determine that cleanouts are provided for high-lift grouting methods.
- Inspect proper lay-up of block units.
- Inspect reinforcing steel prior to grouting.
- Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
- Inspect to determine proper consolidation of grout.
- Check that curing requirements are being followed.

## **10.STRUCTURAL STEEL**

*Inspection Services.* The Laboratory shall provide inspection services for the following:

- Field Welding
- High Strength Bolting
- Metal Decking
- Welded Stud Connectors
- Fabrication Shop

*Non-Destructive Examinations, Fabrication, Field Testing.* The Laboratory shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:

- Ultrasonic Examination
- Magnetic Particle Examination
- Liquid Penetrant Examination
- Radiographic Examination

*Non-Destructive Examinations, Fabrication Shop Testing.* The Laboratory shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):

- Ultrasonic Examination
- Magnetic Particle Examination
- Liquid Penetrant Examination
- Radiographic Examination

*Laboratory Tests.* Laboratory tests shall be performed on the following:

- High strength bolts
- Hardness Test (ASTM A325)
- Tensile Strength (ASTM F606)

## **11.REPORTS**

As part of the Services, the Laboratory will prepare and deliver the following tangible work products to the District:

- All DSA required reporting, processes and procedures: One hard copy and one electronic copy.



- Weekly inspection reports: One hard copy and one electronic copy.

## **12.TIME**

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

## **13.QUALIFICATIONS**

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State of California to practice the applicable engineering discipline, and the document(s) submitted shall bear the licensed professional's seal and statement to that effect. All inspection services shall be performed by a licensed professional inspector recognized as such by the Division of State Architect and accepted by the Architect of Record.

## **14.USE OF CONSULTANT'S REPORT and DIAGRAMS**

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

## **15.ACCURACY STANDARDS**

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

## **16.HOLD HARMLESS/INDEMNIFICATION**

The Laboratory shall indemnify, defend and save the District, its Board of Trustees, officers agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of the consultant respondent's performance or failure to perform any duties contemplated by this Agreement.

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

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

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

### **III. CONTRACTUAL REQUIREMENTS**

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

### **IV. RELATIONSHIP TO OUTSIDE GOVERNMENTAL AGENCIES**

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

### **V. CONFLICT OF INTEREST**

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

### **VI. SUBMITTALS**

#### **A. SUMMARY OF REQUIRED QUALIFICATIONS**

The scope of services will require professional services from a licensed Soils and Materials Testing Laboratory and Special Inspection Consultant (hereafter, Laboratory) to ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Laboratory shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

#### **B. FORMAT REQUIREMENTS**

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

Submittals are to be submitted in sealed packages with the name of the responding firm clearly marked on the outside of each package, and should include the Proposal in a separate, sealed envelope.

Each SOQ shall include a table of contents and divider tabs labeled with the boldface headers below (e.g. the first tab would be entitled "**Cover Letter**", the second tab entitled "**Business Information**", etc.).

**Provide one (1) electronic copy of the SOQ and Proposal.**

The electronic copy will only be accepted and saved as a PDF.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

**C. SOQ CONTENT REQUIREMENTS**

**1. TAB 1 – COVER LETTER (maximum of 1 page)**

- Provide a letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Firm name.
- Address, include any branch office address and point of contact.
- Telephone number.
- Facsimile number.
- E-Mail address.
- Identify team. [if applicable]
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Summarize qualifications most relevant to this Project.
- **Must include the following statement:**

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

**OR**

***"[INSERT FIRM NAME] received a copy of the District's form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the***

***RFQ/P [INSERT FIRM NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM NAME] has objections to the use of the Agreement, listed as follows or as contained in the appendix to this Submittal."***

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

## **2. TAB 2 – BUSINESS INFORMATION**

Respondent must provide the following information for itself and for any and all other firms with which it will joint venture or associate on this Project:

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Location of office where the bulk of the services solicited will be performed.
- Certificate(s) of Insurance identifying the firm's current insurance coverages.

- Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status.
- How sub-consultants are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant.

**3. TAB 3 – PROJECT APPROACH, RELEVANT QUALIFICATIONS /EXPERIENCE, AND REFERENCES**

Respondent must state its qualifications for the last ten (10) years on a minimum of five (5) K-12 educational projects of comparable size and complexity, and list the following for each project:

- District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
- Project name and location.
- Beginning and end dates of project (i.e., Notice of Completion and DSA final certification).
- Square footage.
- Main program elements.
- Description of services provided by your firm.
- Briefly state relevance of the project for consideration in this RFQ/P.
- Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- Key individuals of the firm involved and their roles in the project.
- Any sub-consultants that worked with the firm.
- Describe your experience working with relevant state or local agencies.
- Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule.
- Demonstrate your firm's flexibility in adapting to the changing needs and priorities of a K-12 school district.

**4. TAB 4 – LITIGATION AND CLAIMS HISTORY**

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

issues in the litigation, the status of the litigation, names of parties, and the outcome, if any.

- A SOQ/Proposal failing to provide the requested information on claims, lawsuits, and/or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

## **5. TAB 5 – PROJECT TEAM SUMMARY**

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

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

## **6. TAB 6 – FEE PROPOSAL**

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

## **7. TAB 7 – NON-COLLUSION DECLARATION**

A Non-Collusion Declaration form is attached to this RFQ/P as **ATTACHMENT "B."** Respondents must include a copy of the Non-

Collusion Declaration executed by someone authorized to bind the firm. Submittals that do not include the executed Non-Collusion Declaration are non-responsive and will not be considered.

**8. TAB 8 – CERTIFICATIONS REGARDING LOBBYING ACTIVITIES, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

**9. TAB 9 – COMMENTS TO FORM OF AGREEMENT**

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

**VII. SELECTION PROCESS AND CRITERIA**

A Committee will evaluate all submissions. Each submittal must be complete. Incomplete submittals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District may elect to conduct interviews with some or all of the respondents. After the interviews, if any, the Committee will identify the firm(s)/team(s) that can provide the greatest overall benefit to the District.

**A. EVALUATION CRITERIA**

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

1. Experience and performance history of the firm with similar services;
2. Experience and results of proposed personnel;
3. Acceptable and verifiable professional references for relevant experience;

4. Current commitments and ability of firm to handle several simultaneous projects, including without limitation, availability of staffing and the level of service and support for the Project(s), and availability of resources to meet anticipated schedule and Project requirements;
5. Capacity and commitment to provide services to District, including ability to respond to District's requests in a timely and appropriate fashion; to inform District of all issues discovered on Project; and to work positively and cooperatively with District's team;
6. Credentials, including without limitation, professional and technical expertise, of specific employees assigned as members of the proposed team for the District;
7. Proposed Fee and value of services; and
8. Overall responsiveness of the SOQ and Proposal.

**B. DISTRICT INVESTIGATIONS**

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

**C. INTERVIEWS**

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

**VIII. SUBMISSION GUIDELINES**

Respondents to this RFQ/P should deliver one (1) electronic copy of their Statement of Qualifications and Proposal to:

Art Scott, Program Manager  
Caldwell Flores Winter, Inc.  
[ascott@cfwinc.com](mailto:ascott@cfwinc.com)

**ALL RESPONSES ARE DUE BY 1:00 P.M., ON THURSDAY, MARCH 9, 2023.** Any submittal received after that date and time will not be accepted and will be returned unopened. Late submittals will not be accepted or considered.

Each submittal must conform and be responsive to the requirements set forth in this RFQ/P.



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

**ATTACHMENT A**  
**DISTRICT'S AGREEMENT FOR PROFESSIONAL SERVICES**

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

## **ATTACHMENT B**

### **PROJECT DESCRIPTION:**

#### **NEW PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN CLASSROOMS AT ALILA ELEMENTARY SCHOOL**

Under the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program, at the October 26, 2022 State Allocation Board (SAB) meeting, the District received a SAB grant apportionment of approximately \$6 million requiring a \$3 million District match, for a total project cost of \$9 million, for nine new permanent classrooms to be located at the Alila Elementary school site. The project includes three new preschool, three new transitional kindergarten, and three new kindergarten classrooms. The grant will provide permanent facilities at the site pursuant to State requirements and previously adopted Board of Education specifications for these types of facilities.

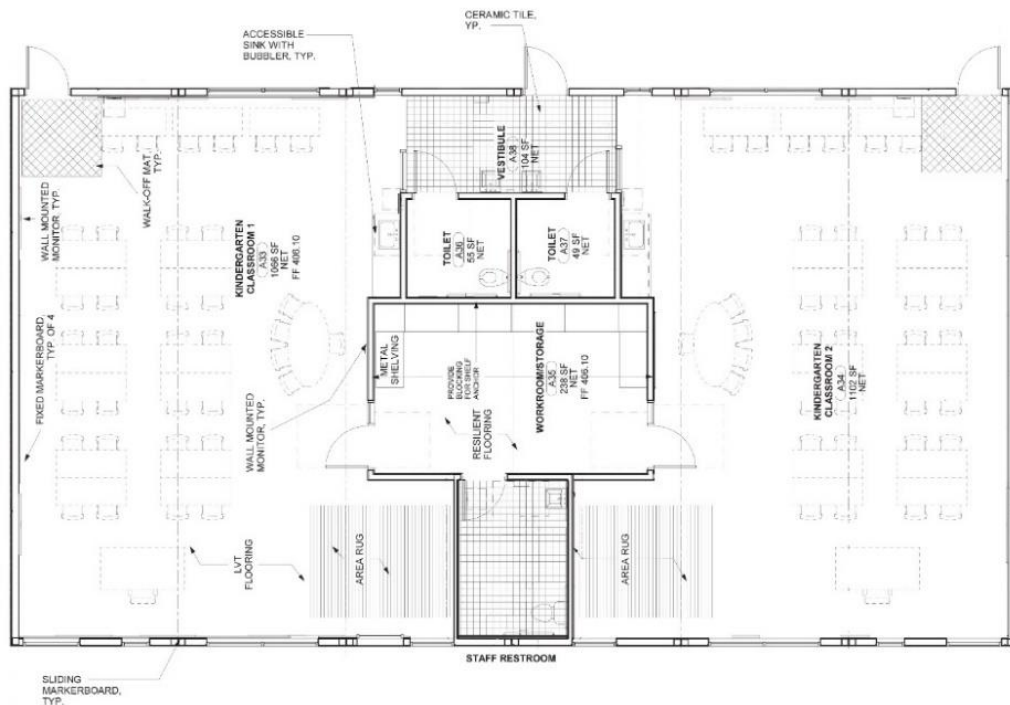
The District will have until October 26, 2023, to submit written approvals from the Division of State Architect (DSA) and California Department of Education (CDE) of proposed architectural drawings and plans to the Office of Public School Construction (OPSC). The District must contract or encumber the entirety of the grant amount within one year of receipt of the construction apportionment; hence by October 26, 2024, all grant funds must be spent or encumbered.

#### **Project Specifications**

Transitional kindergarten and kindergarten classrooms must meet Title 5 requirements of not less than 1,350 square feet, including restrooms accessible from the classroom, storage and teacher preparation spaces, wet and dry areas, and designed supervision of the classroom and play yards. The play yard is designed to provide a variety of activities for development of large motor skills. Classrooms must provide learning environments that support the requirements for learning and mastering the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) by young children. These specifications for facilities have been approved by the OPSC and SAB for State grants, the CDE for compliance with State requirements, and the DSA for building code compliance.

The classroom specifications detailed below are to be integrated into the State Title 5 and District Board approved 21st Century classroom requirements for the new classrooms, expanding their potential use for either preschool, transitional kindergarten, or kindergarten program use as enrollment may fluctuate from year to year. Figure 1 depicts a sample preschool, transitional kindergarten and kindergarten classroom floor plan designed to meet District specifications, Title 5 and Title 22 requirements.

**Figure 1: Sample Preschool, TK and Kindergarten Classroom Floor Plan**



## Preschool Classrooms

In order to meet State licensing requirements, a preschool facility must be Tile 5 compliant, provide a minimum of 1350 square feet, and conform to Title 22 of the California Code of Regulations. Title 22 outdoor requirements include: 75 square feet per child of outdoor activity area based on its total licensed capacity that is easily and safely accessible to children, a shaded rest area with equipment and activities arranged so as not to interfere with each other, and a four foot fence enclosing the outdoor area. Indoors, a minimum of 35 square feet per child of activity space must be available based on its total licensed capacity with individual storage space for each child, a restroom facility for every 15 children, and a separate restroom facility for teachers, staff, or ill children. A drinking fountain must also be installed inside and outside for child use. These standards are to be integrated within in the proposed specifications of Title 5 classrooms with 21st Century Learning Environments for TK/K facilities, expanding the potential use of "flex-classrooms" district wide to better accommodate fluctuations in program and enrollment requirements over time.

The classroom area is a large open space that has different student learning centers to include art activities, dress up and "make believe", early childhood kitchens, and a building area. The storage is flexible and mobile with one specific storage unit to contain cubbies for each individual child. There are age-appropriate student tables and chairs that are used for classroom activities as well as eating. The tables are mobile and can be moved to provide large open areas as needed. A sink is accessible to the classroom for cleaning up after learning activities as well as hand washing. The restroom is accessible from the main classroom and is divided into two components: a private toilet and a common sink area for hand washing. There is an additional bathroom that is used for staff and for sick children that is located near the work/storage room. In the work/storage room one wall of counter space with a sink is provided for clean up after snacks or meals or from required learning activities. There are storage shelves on the other walls of the storage room.

The outside play area is accessible from the main classroom and is designed to provide supervision. A four-foot fence separates the playground from other areas of the school, has a drinking fountain, age-appropriate play structure, and shade. The playground is designed to provide a variety of activities for development of large motor skills with associated impact resistant surfaces where elevated play structures are located.

To provide maximum flexibility, preschool classrooms include sliding markerboards installed to cover approximately forty-five (45) to sixty-five (65) percent of classroom wall surfaces, including those that can slide to the side to reveal outdoor windows. Marker boards should also be magnetic and support removable adhesive materials to allow for instructors to attach student exemplars where needed for instruction. On walls without markerboards, mineral fiber core tackable panels are installed to maximize presentation space and help modulate acoustic reverberation. The classroom includes a multimedia presentation shuttle so that the teacher can maneuver easily around the room. Broadband-connected high-definition displays are attached to hydraulic wall mounts which allow easy adjustment of the displays' viewing angle and height to allow students to view content from any point in the room. Media interface devices, students, and teachers can project content from a computer or mobile device to the mounted displays as needed.

### **Transitional Kindergarten/Kindergarten Classrooms**

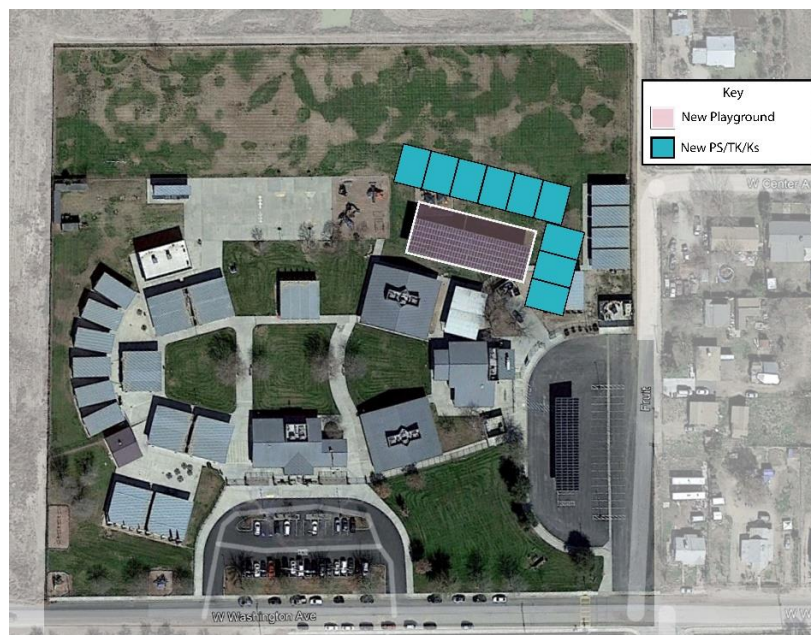
The State standard and District specification for 21st Century Learning Environments, Transitional Kindergarten/Kindergarten classroom incorporates Title 5 mandates of not less than 1,350 square feet, including required in-classroom restrooms, storage, teacher preparation areas, and wet and dry facilities. The restrooms are self-contained within the classroom, with access from the play area, if possible, and are designed to allow for supervision from all areas of the classroom and play yards. It is divided into two components: a private toilet and a common sink area for washing their hands. A fenced play yard is designed to provide a variety of activities for development of large motor skills with associated impact resistant surfaces where elevated play structures may be located. There is a sink that is needed for science and art projects and for washing hands prior to lunch that is independent of the restroom facility. Mobile bookshelves are provided for the storing of manipulatives, small books, and group activity supplies. There are also "cubbies" for the students to store their coats, backpacks, and other treasures. Tables, if desired, are 2 feet by 4 feet, can be arranged into various configurations, and collapsible into storage areas to support additional group space when needed for classroom activities. Seating is stackable and provided at a size appropriate for Transitional Kindergarten/Kindergarten aged students. "Puzzle piece" shaped desk with ergonomic seating may be used in general or to promote small-grouped activities when combined to allow for a larger surface area.

Sliding markerboards are installed to cover approximately forty-five (45) to sixty-five (65) percent of classroom wall surfaces, including those that can slide to the side to reveal outdoor windows or storage spaces with the same capacity as existing cabinets and storage solutions currently in use. Marker boards should also be magnetic and support removable adhesive materials to allow for instructors to attach student exemplars where needed for instruction. On walls without markerboards, mineral fiber core tackable panels may be installed to maximize presentation space and help modulate acoustic reverberation. The classroom includes a teaching station and a multimedia presentation shuttle so that the teacher can maneuver easily around the room. Broadband-connected high-definition displays are attached to hydraulic wall mounts which allow easy adjustment of the displays' viewing angle and height to allow students to view content from any point in the room. Media interface devices, students, and teachers can project content from a computer or mobile device to the mounted displays as needed.

## Proposed Site Location

Figure 2 provides the proposed locations for the new classrooms to be constructed at Alila Elementary. The nine new Title 5 compliant classrooms are planned to be constructed on the northeastern side of the school site adjacent to the bus drop-off and general parking lot on Fruit Road. The proposed location is bounded by the adjacent solar array and the existing six portables in the area that will ultimately be removed as discussed below to improve access. The facilities would be further setback from the adjacent property line along Fruit and benefit with a closer location to the adjacent cafeteria and shade structure. The new classrooms would provide three rooms for preschool (PS), three rooms for transitional kindergarten (TK), and three rooms for kindergarten (K). The nine new classrooms will be designed as an integrated early childhood education village with surrounding and dedicated new play areas for PS and TK/K children.

**Figure 2: Proposed Locations for New Preschool, TK, and K Classrooms**



When constructed, the classrooms will form a modified "L" shape design with the playgrounds serving the entire length of the classrooms. Three of the classrooms would be setback from Fruit Road just north of the existing bus drop-off and general parking lot. The remaining six classrooms would be placed in parallel and along the eastern edge of the existing solar array. The intersection of the classroom wings would create a courtyard area and a security perimeter from the adjacent unimproved roadway and neighboring residential area. The playgrounds would be established under the current existing solar array just west of the location, providing protection from inclement weather and shade area in compliance with Title 22 and Title 5 State requirements.

Existing improvements will be maintained or adjusted as necessary. The existing bus drop-off will remain in the parking lot along Fruit Road with extended access, fencing and drop off to the early childhood education village as needed. Other circulation, utilities, pathways, and landscaped areas will be redesigned to accommodate the proposed project and use. Prior to the start of construction, the after school and related programs within the six existing portable classrooms would need to be relocated to other vacant facilities at the site. Currently, the school has fourteen classrooms above the required capacity to house existing students. At the start of construction, these facilities would be demolished.

## **Project Budget and Schedule:**

The total project budget is \$8,117,333 and represents the total “all-in” budget for the project less a 10% project reserve for unforeseen project increases and inflation. The “all-in” budget is inclusive of both hard (construction) and soft costs (design and planning professional services and fees). DSA and CDE approval of the design plans must be achieved prior to October 26, 2023.

- **Anticipated Board meeting to approve professional services contract (subject to change):** March 2023
- **DSA/CDE Submittal:** June 2023
- **DSA/CDE Approval:** October 2023
- **Earliest Bidding/Start Construction:** December 2023
- **Earliest End Construction:** December 2024

The anticipated schedule is subject to adjustment based on the timing and processing of administrative approvals, prevailing market conditions, weather and environmental conditions, and unforeseen site conditions.

## **Method of Delivery**

The lease-leaseback (LLB) or Design-Build (DB) methods of construction and delivery may be selected by the District. If the lease-leaseback is selected then the contractor will be expected to collaborate early on with the architect of record to provide constructability reviews of proposed designs, cost estimates, construction schedules, and a site logistics strategy, resulting in a design that meets District specifications, functions, budget and timeline. If Design Build is selected, then the architect will be expected to provide a conceptual design specification for the project Design Build Team. Design teams should be prepared to describe past experience with the LLB and/or DB project delivery methods and offer suggestions for improving the selected process.

**ATTACHMENT C**

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

The undersigned declares:

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

bid/proposal.

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

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

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

at \_\_\_\_\_, \_\_\_\_\_.  
[City] [State]

Date: \_\_\_\_\_  
Proper Name of Bidder/Proposer: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

END OF DOCUMENT



## **ATTACHMENT D**

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

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

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

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

---

Organization:

---

Street address:

---

City, State, Zip:

---

Certified by: (type or print)

---

Title

---

Signature

---

Date

**Disclosure of Lobbying Activities**Approved by OMB  
0348-004Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

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

<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b></p> <p>_____</p> <p><b>Print Name:</b></p> <p>_____</p> <p><b>Title:</b></p> <p>_____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b></p> <p>_____</p>
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b></p>

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

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

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

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

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

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

---

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

### **Debarment, Suspension, and Other Responsibility Matters**

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

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

---

Contractor/Company Name

---

Award Number, Contract Number, or Project Name

---

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

---

Signature(s)

---

Date