

# Lancaster School District



## REQUEST FOR PROPOSALS

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE SERVICES FOR MODERNIZATION AND NEW CONSTRUCTION PROJECT AT LINCOLN ELEMENTARY SCHOOL**

RFP Responses Due:

**Wednesday, July 2, 2025, at 1:00 PM**

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

Mason Nakada, Project Coordinator  
Caldwell Flores Winter, Inc.  
[mnakada@cfwinc.com](mailto:mnakada@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 PROPOSALS (RFP) CEQA Compliance SERVICES</b>
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**NOTICE IS HEREBY GIVEN** that the Lancaster School District ("District") is requesting proposals for California Environmental Quality Act (CEQA) compliance services for the upcoming District's Modernization and New Construction Project at Lincoln Elementary School ("Project").

Respondents to this Request for Proposals ("RFP") should deliver one (1) electronic copy of their proposal ("Proposal") labeled "CEQA Compliance Services Proposal," as further described herein, to:

Mason Nakada, Project Coordinator  
Caldwell Flores Winter, Inc.  
[mnakada@cfwinc.com](mailto:mnakada@cfwinc.com)

**ALL RESPONSES ARE DUE BY 1:00 P.M., ON WEDNESDAY, JULY 2, 2025.** Any Proposal received after that date and time will not be accepted. Late submittals will not be accepted or considered. Each Proposal must conform and be responsive to the requirements set forth in the RFP.

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 RFP please submit them via email to [mnakada@cfwinc.com](mailto:mnakada@cfwinc.com) before 4:00 p.m. on Friday June 27, 2025. Responses will be provided by an Addendum to this RFP by 1:00 p.m. on Monday, June 30, 2025.

**RFP RESPONSE SCHEDULE SUMMARY:**

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

DATE / TIME	EVENT
June 25, 2025	Issue RFP
June 27, 2025 at 4:00 PM	Deadline for submission of written questions to District
July 2, 2025 at 1:00 PM	Deadline for all submissions
Week of July 7, 2025	Review of submissions by selection committee.
Week of July 7, 2025	Notification to selected Firm(s).
August 5, 2025	Anticipated Board consideration of contract adoption

## **I. BACKGROUND AND OVERVIEW**

Lancaster School District ("District") serves approximately 14,768 students in transitional kindergarten through eighth grade. The District is seeking Proposals from experienced entities to provide full CEQA compliance services ("Consultant") for the District's Modernization and New Construction Project at Lincoln Elementary School ("Project").

### **A. LIMITATIONS**

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

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

The Proposals 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 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, 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 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 Proposals in response to this RFP 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 RFP and ending on the date of the award of the contract, no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process or the award of the contract(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 VIII (Submission Guidelines) below. Any such contact shall be grounds for the disqualification of the firm submitting a response to this RFP.

## **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 RFP as **ATTACHMENT "A"** and incorporated herein by this reference.

The District is seeking proposals to provide all necessary services to achieve California Environmental Quality Act (CEQA) compliance for the project. A proposed strategy is requested that would achieve CEQA compliance for the project:

1. Provide recommended CEQA compliance activities and sequence of associated scope of work and proposed project
2. Please include scope and agency fees required to file necessary documents with required agencies
3. Provide the estimated durations with specific dates included for all required activities, agency coordination and filings, meetings, report preparation, and any required public comment periods
4. Proposed fees. Please break out by each required and potentially required activity

### **1. 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 related engineering, geology, and other disciplines as required by CEQA and all other agencies having jurisdiction. All document(s) submitted shall bear the licensed/certified professional's seal and statement to that effect.

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

It is understood that the District, or the Architect on the District's behalf, may reproduce the Consultant'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 Consultant. The original drawings shall remain the property of the District.

### **3. ACCURACY STANDARDS**

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of CEQA consultants licensed to practice in California.

### **4. HOLD HARMLESS/INDEMNIFICATION**

The Consultant 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 consultant respondent is not an employee of the District it is understood the consultant and their employees are independent contractors. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the consultant 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 RFP 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 RFP as **ATTACHMENT "A."**) Firms responding to this RFP 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 provide all necessary services to achieve California Environmental Quality Act (CEQA) compliance for the project. A proposed strategy is requested that would achieve CEQA compliance for the project.

## **B. FORMAT REQUIREMENTS**

Firms responding to this RFP 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: "Proposal for [FIRM NAME] for CEQA Compliance Services in Response to Lancaster School District's RFP.

Proposals are to be submitted as an electronic PDF via email conforming to the requirements of this RFP to:

Mason Nakada, Project Coordinator  
Caldwell Flores Winter, Inc.  
[mnakada@cfwinc.com](mailto:mnakada@cfwinc.com)

**Provide one (1) electronic copy of the 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. PROPOSAL CONTENT REQUIREMENTS**

### **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.
- 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.
- Federal Tax I.D. Number.
- License or Registration Number.

- Reference to Certificate(s) of Insurance identifying the firm's current insurance coverages. The proposal shall also include a copy of the referenced certificate(s).

- **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 RFP. [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 RFP [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. 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.

## **3. 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.
- The District expects that the team shall remain intact through the duration of the Project. If a team member must leave, the District reserves the right to approve that team member's replacement

#### **4. FEE PROPOSAL**

Proposal shall include a not to exceed fee for the services requested. 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.

#### **5. NON-COLLUSION DECLARATION**

A Non-Collusion Declaration form is attached to this RFP 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.

#### **6. 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 RFP 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.

## **7. COMMENTS TO FORM OF AGREEMENT**

A form of the Agreement has been distributed with this RFP 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**

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 District 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 RFP, 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 Proposal.

## **B. DISTRICT INVESTIGATIONS**

The District may perform investigations of responding parties that extend beyond contacting the references identified by the responding parties. 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 to further inquire as to the firm's suggested approaches to the projects and the issues identified in this RFP. Any comments or objections to the District's form of Agreement attached to this RFP as **Attachment "A"** may be the subject of inquiry at the interview.

## **VIII. SUBMISSION GUIDELINES**

Respondents to this RFP should deliver one (1) electronic copy of their Proposal to:

Mason Nakada, Project Coordinator  
Caldwell Flores Winter, Inc.  
[mnakada@cfwinc.com](mailto:mnakada@cfwinc.com)

**ALL RESPONSES ARE DUE BY 1:00 P.M., ON WEDNESDAY, JULY 2, 2025.** 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 RFP. 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:**

#### **LINCOLN ELEMENTARY SCHOOL**

#### **MODERNIZATION AND NEW CONSTRUCTION PROJECT**

The Lincoln Elementary School Modernization and New Construction (Project) consists of the construction of two Title 5 TK/K classrooms, modernization of 18 of the school's existing permanent classrooms, 21<sup>st</sup> century improvements to 10 portable classrooms, and 21<sup>st</sup> century upgrades to Library Media Center, and repurposing one existing portable classroom into a music room built according to current State code, District specifications, and 21st century educational program requirements. Modular construction is planned for the new buildings.

The District has selected Caldwell Flores Winters, Inc. (CFW) to act as the District's program manager to direct the selection, design, approval and construction phases for the team of professionals required to implement the Project. Selected firms shall work at CFW's direction in the presentation of work product to be approved by the District.

#### **Project Orientation**

Lincoln Elementary School is located at 44021 15th Street East and is bordered by residential areas to the north, East Avenue J 8 to the south, Calston Avenue to the west, and 15th Street East to the east. Constructed in 1994, the school occupies a 12.5-acre campus and serves students in grades TK through fifth with a current enrollment of 658 students. There are two designated parking lots. The parking lot for faculty, visitors, and parents is situated at the intersection of East Avenue J 8 and 15th Street East. A separate lot and drop-off area for kindergarten students is located on East Avenue J8.

The school is proposed to retain a TK-5 configuration requiring 31 total classrooms, including 23 classrooms for general purpose, two for special education, one for music, one for intervention, two for TK, and two for K. The school's 18 existing permanent classrooms are in overall good condition, however, lack 21st Century features such as sliding markerboards, multiple monitor displays, and 21st Century teacher and student furnishings. The school has two existing Title 5 compliant permanent classrooms for TK/K, but two additional Title 5 classrooms are required.

The school has 12 portable classrooms, of which one is currently being leased to Promise Academy. The portables are equipped with at least one marker board and a wall-mounted smartboard, however, lack 21st century furnishings. One portable is designated as a sensory room and, as such, all furniture and technology have been removed. A total of 11 portables are required to be used for classroom purposes that require 21st century furnishings. There is a need to repurpose one of the portable classrooms into a music room.

The school's library lacks 21st Century features like mobile bookstacks, monitor displays, and 21st Century student and librarian furniture. These features are needed to fully convert the traditional library into a library media center. The multipurpose is of adequate size and requires no upgrades. No upgrades are needed at the administrative office and the school has existing purpose built support spaces for social worker/counselor/psychologist functions. The school does require dedicated areas for RSP and afterschool programs which may be accommodated using one existing portable classroom.

## Lincoln Elementary School Existing Conditions



### **Project Requirements**

As part of the improvement strategy, two transitional kindergarten/kindergarten classrooms will be constructed west of the current kindergarten playground. Portable 148 will be repurposed as a Music Room. In addition, 18 existing permanent classrooms will be modernized and receive 21st Century upgrades to include furniture and technology. Ten portable classrooms will need to be used for instruction and will receive 21st Century improvements. One portable will be used for support space and will not receive any improvements. The school's library will also receive minimal 21st Century upgrades that include furniture and mobile shelving. Modular construction is planned for the new buildings.

## Lincoln Elementary School Proposed Improvements



### Project Budget and Schedule

The total project budget is \$7,243,564 and represents the total “all-in” budget. The “all-in” budget is estimated in current dollars (including contingencies, and both hard and soft costs), including demolition and site work. The construction budget (projected Guaranteed Maximum Price, or “GMP”) for the project is \$4,701,380 inclusive of general conditions and requirements, contractor fees and overhead. The soft costs include design fees, consulting services, testing and inspection services, agency approval fees, furniture and equipment (FF&E), etc.

- DSA Submittal: November 2025
- DSA Approval: May 2026
- Bidding/Start Construction: June 2027 (subject to change and availability of funding)
- End Construction: November 2028

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

**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.

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Organization:

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Street address:

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City, State, Zip:

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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.

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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.

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Contractor/Company Name

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Award Number, Contract Number, or Project Name

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

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Signature(s)

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Date