

Pittsburg Unified School District
3200 Loveridge Road, Pittsburg, CA 94565

REQUEST FOR PROPOSALS
for
LEASE-LEASEBACK PRECONSTRUCTION &
CONSTRUCTION SERVICES FOR THE

Highlands Elementary School -
Portables Replacement Project

RFP Issued: Friday, October 24, 2025

Sealed Proposals Due: Friday, November 21,

2025 @ 4:00 PM (PST)

Selection by Governing Board: Wednesday,

December 10, 2025

Request for Sealed Fee Proposals
For Lease-Leaseback Preconstruction &
Construction Services

**Highlands Elementary School -
Portables Replacement Project**

Pursuant to Education Code section 17400 et seq., the Pittsburg Unified School District (“District”) invites qualified firms to submit responses to this request for proposals (“RFP”) to provide lease leaseback (“LLB”) construction services for the Highlands Elementary School - Portables Replacement Project (“Project”).

Respondents must mail or hand-deliver an original + three (3) copies of their sealed proposal or email a PDF for the Project to:

Pittsburg Unified School District
Attn: Sean Vandermey, Director of
Facilities
3200 Loveridge Road
Pittsburg, CA 95465
svandermey@pittsburgusd.net

All responses must be received by the District no later than 4:00 PM (PST) on Friday, November 21, 2025.

Questions regarding this RFP shall be directed to Sean Vandermey at svandermey@pittsburgusd.net, with a copy to E. Keith Holtslander at kholtlander@pittsburgusd.net, and must be submitted by or before 4:00 PM (PST) on Friday, November 07, 2025.

Sincerely,

Sean Vandermey

Director of Facilities

PART I

BACKGROUND & INSTRUCTIONS

A. Background

The Pittsburg Unified School District (“District”) is a single school district that serves students in grades K – 12. The District is located in Contra Costa County.

The District has retained PLUM Architects, Inc. as its architect for the Project (“Architect”). DSA approval of the plans and specifications for the Project has not yet been issued, but will be obtained after award of the Lease-Leaseback Agreement. Any preconstruction services in the Lease-Leaseback Agreement may be performed before DSA approval, but the Work may not commence until DSA approval is received by the District.

B. Scope of Work

The purpose of this RFQ/P is to select qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide design, constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the Highlands Elementary School - Portables Replacement Project (“Project”) as more specifically described in **Exhibit A** attached hereto and on the District website, in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq. The selected Contractor must be prequalified with the District. The selected Contractor shall have experience with the construction of public-school facilities and in working with the Office of Public School Construction (“OPSC”), the Division of the State Architect (“DSA”), and Title 24 of the California Code of Regulations. To submit a proposal, Contractors must be properly licensed by the California Contractors State License Board and registered with the Department of Industrial Relations (“DIR”) as required by law. The selected Contractor will be required to comply with the Labor Code prevailing wage requirements and the District’s bonding and insurance requirements. This Project is subject to the requirements of the Project Stabilization Agreement (PSA) between the District and the Local Trades Council. The selected Contractor shall be required to work cooperatively with District staff, the Governing Board, all other technical consultants, the architect, the project inspector, and any program and/or construction manager, if any, retained by the District for the Project, citizens’ oversight committee, other District committees, and the community to facilitate timely and professional completion of the Project.

Prequalification:

In order to submit a response to this RFP, all General, Mechanical, Electrical, and Plumbing contractors must complete and submit a Prequalification Questionnaire and the Project References Form A. See the Notice of Prequalification and the prequalification forms on our website <https://pittsburgusd.net/Departments/Business-Services/Facilities-Planning--Management/Prequalifications/index.html>. Sealed confidential prequalification packages must be received at the PUSD District Site Support Services Center Office, 3200 Loveridge Road, Pittsburg, CA 94565 by close of business on **Monday, November 10, 2025**. For information regarding the Prequalification process, please contact the Facilities Specialist at (925) 473-2448, or email Donna Fentanes at dfentanes@pittsburgusd.net.

Preconstruction Services:

Pursuant to the attached Lease-Leaseback Agreement, Contractor shall undertake the following pre-construction services:

1. In consultation with Architect, review design documents for constructability, scheduling, clarity, consistency and coordination; and work with the Architect and the District on scheduling and sequencing of the Project to meet the District's needs.
2. Undertake a value engineering analysis and prepare a report with recommendations for reducing construction costs as needed.
3. Perform a constructability review of plans and specifications to ensure buildability of the Project.
4. Development and update of Guaranteed Maximum Price ("GMP") estimates throughout pre-construction, with monthly updates until execution of the Total Base Rent amendment to the Lease-Leaseback Agreement.

Construction and Post-Construction Services:

The Contractor shall perform all work and obligations described in the attached Lease Leaseback Agreement, including the following construction and post-construction services:

1. Construction of the Project in accordance with the plans and specifications.
2. Coordinate and expedite record drawings and specifications.
3. Compile operations and maintenance manuals, warranties/guarantees, and certificates.
4. Prepare final accounting and closeout reports.
5. Other responsibilities necessary for the completion of the Project in accordance with the plans and specifications.

C. Contract Requirements

DSA approval of the plans and specifications for the Project has not yet been obtained. The Contractor will be expected to enter into the Lease Leaseback Agreement for all preconstruction and construction work. Once all preconstruction services are completed and DSA approval is obtained, the selected Contractor shall provide the District with objectively verifiable information of its costs to perform the Project and a written rationale for the total construction cost, including documentation sufficient to support the calculation. Contractor's written rationale shall detail the "base construction cost" for the Project, consisting of (a) all subcontracts to be awarded by Contractor for the Project, plus (b) any separately awarded contracts for materials and supplies for the Project. The District Governing Board shall approve or reject the total construction cost at a public meeting and execute the Contract Documents before the Contractor may proceed with the Project.

We are anticipating the construction time frame for the Projects as follows:

Highlands Elementary School - Portables Replacement Project: Increment I – Site Work

1. Increment I Construction drawings completed by December 19, 2025
2. DSA submittal by December 19, 2025
3. Expected DSA back-check & approval by April 10, 2026
4. Increment 1, Milestone #1 Construction Administration: June 08, 2026 – July 31., 2026
5. Increment 1, Milestone #2 Construction Administration: June 08, 2026 – September 23, 2026
6. Increment 1, Milestone #3 Construction Administration: June 07, 2026 – July 30, 2027
7. DSA Close-out: October 29, 2027

Highlands Elementary School - Portables Replacement Project: Increment II – Building Construction

8. Increment 2 Construction drawings completed by February 13, 2026
9. DSA submittal by February 13, 2026
10. Expected DSA back-check & approval by September 23, 2026
11. Increment II Construction Administration: October 05, 2026 - July 23, 2027
12. DSA Close-out: October 29, 2027

See the Lease Leaseback Agreement and other Contract Documents for additional details.

The Contract Documents for the Project will consist of:

- i. the District's Administrative Regulation 3311.2
- ii. the RFP and the Contractor's completed Qualification Questionnaire
- iii. the Lease Leaseback Agreement for Preconstruction and Construction Services, including the Project plans and specifications
- iv. the Site Lease
- v. the Facilities Lease
- vi. the LLB General Conditions
- vii. the Payment and Performance Bonds, and
- viii. the Certificates of Insurance for the Project, if applicable.

D. Scope of Fee Proposal

The District's proposed estimate of the Project price including contingency costs is as follows:

Highlands Elementary School - Portables Replacement Project

Construction Cost Not to Exceed = \$7,000,000

This estimate is based solely on the Architect's most recent estimate of the total Project costs and is subject to change.

Preconstruction Services

Contractor's fee proposal should include a proposed rate for preconstruction services, to be compensated on a lump sum basis.

Construction and Post-Construction Services

Contractor's fee proposal for construction and post construction work shall be in the form of a percentage ("Percentage") to be applied to the construction cost of the Project as determined in accordance with Education Code section 17406(a)(3). Once the construction cost is determined, the successful Contractor's Percentage will be applied to that construction cost to determine the total dollar amount Contractor will be paid as its fee for the Project ("Contractor Fee").

Contractor will accept the Contractor Fee as total compensation for its overhead, general conditions expenses and profit on the Project. Contractor's costs that are intended to be covered by the Contractor Fee, include, but are not limited, to, the following:

1. General conditions and general requirements, including but not limited to temporary facilities, utilities, structures, fences, dust control, scheduling, safety, scaffolding, and SWPPP.
2. Overhead and profit.
3. Supervision of subcontractors and suppliers and other management responsibilities.

4. Material, equipment, and employee/labor (including but not limited to wages, salaries and benefits) costs for Work performed by Contractor.
5. All bonds and insurance, including but not limited to payment and performance bonds.

E. Subcontractors

All subcontractors who will perform more than 0.5% of the construction work must be selected by a competitive bidding process or best value process as described in Education Code section 17406(a)(4). Contractor shall establish reasonable qualification criteria and standards for subcontractors and shall provide public notice of availability of work to be subcontracted in accordance with the publication date applicable to the District's competitive bidding process, including a fixed date and time on which qualifications statements, bids, or proposals will be due.

All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100).

F. Selection Procedures and Guidelines

The purpose of this Request for Proposals is to enable the District to select the Contractor that submitted the proposal that is the best value to the District for the Project as required by Education Code section 17406. The term "best value" as used in this RFP is defined in Education Code section 17400, and is inclusive of a competitive procurement process whereby the Contractor is selected on the basis of objective criteria for evaluating qualifications with the resulting selection representing the best combination of price and qualifications.

The District will use the selection process outlined below, which conforms to Education Code section 17406 and ensures that the best value selection by the District is conducted in a fair and impartial manner. A review and selection committee composed of key District officials and consultants will review and evaluate all proposals.

Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing Contractors prior to and during the review and evaluation process. Following selection of a Contractor pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law.

Selection Process

Qualification Questionnaire Portion

For the qualifications portion of the best value analysis, the District will evaluate the specific criteria listed in the Qualification Questionnaire and each Contractor's qualifications will be scored using the scoring criteria set forth in the Qualification Questionnaire. The total maximum score for each Contractor is 140 points.

Price Proposal Portion

For the price proposal portion of the best value analysis, the District will evaluate the amount of Contractor's price proposal. The price proposal portion of the best value analysis will be scored on a 100 point scale. The District will score Contractors on the basis of the lowest to highest price proposal submitted. All Contractors submitting a price proposal will receive points, in increments of ten (10), based on the amount of the price proposal, with the Contractor with the lowest price proposal receiving the most points available and the Contractor with the highest price proposal receiving the fewest points available. Specifically, the Contractor with the lowest price proposal for each phase will receive 100 points, the Contractor with the second lowest price proposal will receive 90 points, the Contractor with the third lowest price proposal will receive 80 points, and so forth until all Contractors have received points. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points.

Total Best Value Score

After the District has allocated points to qualifying Contractors for the qualification and price proposal portions of the best value analysis, the District will combine the points received by each Contractor based on Contractor's qualifications and price proposal to create each Contractor's best value score. District will then rank all Contractors based on each Contractor's best value score. The Contractor with the highest best value score (highest combined point total from the qualifications and price proposal analysis) shall be ranked highest, and all remaining Contractors shall be ranked in descending order based on the Contractor's best value score, such that the Contractor receiving the lowest best value score receives the lowest ranking.

G. Award

The District reserves the right to reject any or all proposals, or waive any irregularities in any of the proposals submitted pursuant to this RFP. The Lease Leaseback Agreement shall be awarded to the responsive Contractor with the highest best value score. In the event of a tie (more than one Contractor have the same highest best value score), District may award the Project to the Contractor of its choice.

The Board is expected to make its selection at a regular meeting on November 12, 2026. The meeting will be held at 6:30 p.m. at Pittsburg Unified School District, 2000 Railroad Ave., Pittsburg, CA 95465. The District will issue a statement regarding the basis of the award.

If the Contractor to which the Board awards the Lease Leaseback Agreement refuses to execute the Agreement or submit a payment bond, performance bond, proof of required insurance, and other required documents within ten (10) business days following award, the Board may revoke the award to that Contractor and award to the Contractor that submitted the next highest ranked proposal.

H. Anticipated Schedule for selecting the LLB Contractor

The following schedule has been established by the District for selection of the Contractor:

October 24, 2025	Advertisement of the Request for Proposals
November 21, 2025	Response to RFP due
November 24 - 26, 2025	Evaluation of all the responses and announce results
December 10, 2025	Approval by the District Board of Trustees of the top ranked firm and approval of contract.

This timeline may be revised as needed. Evaluations, selection and recommendation will be based on the Contractor's response, demonstrated competence and overall qualifications as presented in the response to this RFP.

I. Instructions for Submitting Proposals

1. GENERAL: The District intends to select the firm that best meets the District's needs to perform the preconstruction and construction services described in this Request for Proposals.
2. RECEIPT OF PROPOSALS: All proposals shall be sealed and delivered to and in the possession of the District by the time and date specified on page one in this RFP.
3. ACCEPTANCE OR REJECTION OF PROPOSALS: The District Board of Trustees will accept the best value proposal for the Project. The Board of Trustees of the District reserves the right to reject any and all proposals, or any or all items of any proposal as permitted by law, and to waive non-material variances.
4. PROPOSAL FORM REQUIREMENTS: All proposals must be typed. No changes can be made after the time for submitting the proposals without the District's written approval.
5. SIGNATURE FORMAT: All proposals shall be signed at the end of the document by an authorized representative with authority to bind the firm; the signature shall be preceded by the following statement: "The undersigned is authorized to sign this response on behalf of the Contractor, and he/she hereby attests that all of the answers and responses to this RFP are true and correct to the best of his/her knowledge, after due investigation, under penalty of perjury under the laws of the State of California."
6. ADDENDA OR BULLETINS: The District reserves the right to issue addenda or bulletins prior to the opening of the proposals subject to the limitations of Public Contract Code §4104.5. Any addenda or bulletins issued prior to the proposal deadline will be posted on the District's website and shall be considered a part of the Contract Documents.
7. ASSIGNMENT PROHIBITED: No contract awarded under this proposal shall be assigned except with the prior written approval of the Board of Trustees of the District. Any attempted assignment in violation of the provision shall be voided at the option of the Board.
8. FEDERAL OR STATE REGULATIONS: The proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
9. NON-DISCRIMINATION: The Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin, religion, age or non-job related handicap or disability.
10. SECURITIES: The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.

11. BINDING FOR 60 DAYS: No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening for proposals except as provided by Public Contract Code §§5100 *et seq.* The District reserves the right to reject any and all proposals and to waive any informalities or irregularities in the process.
12. PREVAILING WAGE MONITORING: The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with SB 854, all contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of proposal opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.
13. REQUESTS FOR INFORMATION: A proposer's failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that proposer's right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. Any questions relative to the proposal shall be in writing and directed to the District Superintendent or designee at the address specified for receipt of proposal proposals. These requests shall be submitted to the District at least five working days prior to the date the proposal is due.
14. NO LOBBYING OR CONTACTS: Except during a public meeting noticed under the Brown Act, proposers shall not contact District officials, employees or representatives regarding this RFP, except for that District representative listed on page 1 of this RFP.
15. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE: Before submitting a proposal, all proposers shall carefully examine the Contract Documents, including the plans and specifications, shall visit the site of the proposed work, and shall fully inform themselves of all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work. No proposer shall visit the site without prior authorization of the District. Proposers shall contact the District Superintendent or designee for coordination of site visits.
16. SCORING/RANKING PROTEST PROCEDURE: Any protest of the best value scoring, ranking process and/or the determination shall be in writing and received by the District Office before 5:00 p.m. no later than three (3) working days following distribution by the District of the best value scoring and ranking report; any such protest shall comply with the following requirements:
 - a. The protest must contain a complete statement of the basis for the protest and all supporting documentation.
 - b. The party filing the protest must have actually submitted a proposal for the Project. A Subcontractor of a proposer submitting a proposal for the Project may not submit a

proposal protest. A proposer may not rely on the proposal protest submitted by another proposer, but must timely pursue its own protest.

- c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
- d. The protest must include the name, address and telephone number of the person representing the protesting proposer.
- e. The proposer filing the protest must concurrently transmit a copy of the protest and all supporting documentation to all other proposers with a direct financial interest which may be affected by the outcome of the protest, including all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The proposer whose ranking has been protested may submit a written response to the protest. Such response shall be submitted to the District before 5 p.m. no later than two (2) working days after the deadline for submission of the protest or receipt of the protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting firm and to all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- g. The District shall evaluate all of the evidence presented and shall make a determination as to whether the protest is warranted and whether any additional action needs to be taken. The decision of the District shall be final.
- h. The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of proposal protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.
- i. If the District determines that a protest is frivolous, the protesting proposer may be determined to be non-responsible and that proposer may be determined to be ineligible for future contract awards by the District.
- j. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.

PART II

PROPOSAL REQUIREMENTS

An original + three (3) copies of the proposal must be provided, with no more than 30 single-sided pages in total length.

All Contractors submitting an RFP are required to follow the order and format specified below. Failure to follow the specified order and format may result in rejection of a proposal. Please tab each section of the submittal to correspond to the numbers/headers shown below.

A. Proposal Cover

The proposal shall include a cover page, which cover page shall set forth the RFP's title and submittal due date, the name, address, fax number, and the telephone number of responding firm (or firms if there is a joint venture or association).

B. Proposal Content

Your firm's Proposal shall include the following information:

1. Proposal
2. Worker's Compensation Certification
3. Fingerprinting Certification

****For District Use Only. Do Not Fill Out****

QUALIFICATION QUESTIONNAIRE SCORING

PART I: Essential Requirements for Qualification

Contractor must answer “Yes” to questions 1 through 6 below. Any “No” (or blank) answers shall result in disqualification.

	Yes	No
1. Valid and current contractor’s license		
2. Liability Insurance with Appropriate Limits General Contractor: \$2,000,000& \$4,000,000 MEP Subcontractor: \$1,000,000 & \$2,000,000		
3. Meets “skilled workforce” requirements		
4. Valid worker’s compensation insurance policy		
5. At least 2 DSA-approved CA public school K-12 projects of \$1 million + w/in 3 years		
6. Currently registered with DIR		

Contractor must answer No to questions 7 through 10 below. Any Yes (or blank) answers shall result in disqualification.

7.	Contractor’s License Revocation or Suspension within last 5 Years		
8.	Surety completed a project due to contractor default		
9.	Contractor ineligible to bid due to Labor Code violations		
10.	Convicted of a crime involving construction laws		

Part II: Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws

Section A. Current Organization and Structure of the Business

Information provided in this section must be complete and to the District's satisfaction. Failure to provide all requested information shall result in disqualification.

Section B. History of the Business and Organizational Performance

		Possible Scores	Score
1.	Years in business under same name/license	6 years or more = 5 5 years = 4 4 years = 3 3 years or less = 2	
2.	Debtor in a bankruptcy case	No = 5 Yes = 0	
3.	Bankruptcy last 5 years	No = 5 Yes = 0	
4.	Suspended license last 5 years	No = 5 Yes = 0	
5.	Local Admin Office	Yes = 5 No = 0	
6.	Local project experience	Yes = 5 No = 0	

(Maximum Possible Score 30)

II.B Total Score _____

Section C. Disputes

		Possible Scores	Score
1.	Liquidated Damages in last 5 years	No = 5 1 or 2 times = 3 2 times or more = 0	
2.	Debarred, Disqualified, removed or prevented from bidding in last 5 years	No = 5 Yes = 0	
3.	Denied bid on grounds of non-responsibility	No = 5 Yes = 0	

4.	Claim against firm in court or arbitration	No = 5 1-2 instances = 3 More than 2 = 0	
5.	Made claim against owner in court or arbitration	No = 5 1 instance = 3 More than 2 = 0	

6.	Surety payments on contractor's behalf	No = 5 1 instance = 3 More than 1 = subtract 5	
7.	Insurance carrier refused to renew insurance policy	No = 5 Yes = 0	
8.	Project with more than 3 stop payment notices in last 5 years	No = 5 Yes = 0	

(Maximum Possible Score 40)

II.C Total Score _____

Section D. Criminal Matters and Related Civil Suits

		Possible Scores	Score
1.	Liable or convicted of crime or civil suit involving false claim	No = 5 Yes = subtract 5	
2.	Convicted of crime involving construction law	No = 5 Yes = subtract 5	
3.	Convicted of a crime involving fraud, dishonesty, etc.	No = 5 Yes = subtract 5	

(Maximum Possible Score 15)

II.D Total Score _____

Section E. Bonding

****Questions 1-3: Information provided in these questions must be complete to the District's satisfaction. Failure to provide all requested information shall result in disqualification.**

		Possible Scores	Score
4.	Required to pay a premium	No = 5 1-1.25% premium = 4 1.25-1.5% premium = 3 More than 1.5% = 0	
5.	Denied coverage by surety	No = 5 Yes = 0	

(Maximum Possible Score 10)

II.E Total Score _____

Section F. Compliance with OSHA and Other Labor Legislation Safety

		Possible Scores	Score
1.	CAL OSHA violations last 5 years	No = 5 1 instance = 4 2 instances = 3 3+ instances = 0	
2.	Federal OSHA citations last 5 years	No = 5 1 instance = 4 2 instances = 3 3+ instances = 0	
3.	EPA, Air Quality or RWQCB citations last 5 years	No = 5 1 instance = 4 2 instances = 3 3+ instances = 0	
4.	Safety meetings	Weekly = 5 Monthly = 3 Quarterly = 1 None = 0	
5.	Experience Modification Rate	EMR .95 or less = 5 .95 – 1 = 3 Other = 0	
6.	Workers' comp lapse in last five years	No = 5 Yes = 0	

(Maximum Possible Score 30)

II.F Total Score _____

Section G. Prevailing Wage and Apprenticeship Compliance Record

****Questions 3 & 4: Information provided in these questions must be complete to the District's satisfaction. Failure to provide all requested information shall result in disqualification.**

		Possible Scores	Score
1.	Required to pay back wages under State prevailing wage law	No = 5 1 instance = 4 2 instances = 3 3+ instances = 0	
2.	Required to pay back wages under Federal prevailing wage law	No = 5 1 instance = 4 2 instances = 3 3+ instances = 0	
5.	Apprentice violations	None = 5 1 instance = 4 2 instances = 3 3+ instances = 0	

(Maximum Possible Score 15)

II.G Total Score _____

TOTAL SCORE

II.A Total Score _____

II.B Total Score _____

II.C Total Score _____

II.D Total Score _____

II.E Total Score _____

II.F Total Score _____

II.G Total Score _____

Grand Total _____

(Maximum Possible Grand Total = 140)

PRICE PROPOSAL

1. Receipt of Addenda

Receipt of the following addenda is hereby acknowledged:

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

2. Contractor's Price Proposal for the Project:

- Lump Sum for Preconstruction Services:
\$ _____
- Fee Percentage for Construction and Post-Construction Services:
_____ %

WORKERS' COMPENSATION CERTIFICATE

Labor Code §3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.

Contractor

By: _____

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

**CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING
CERTIFICATION**

This Certification pertains to the _____ ("Project") between the
_____ (the "District" or the "Owner") and _____ (the
"Contractor").

The undersigned does hereby certify to the Governing Board of the District that (1) he/she is a representative of the Contractor, (2) he/she has personal knowledge regarding the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. Education Code. Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, the Contractor has installed or will install, prior to commencement of any work, a physical barrier at the Project site, as approved in writing by the District, that will limit contact between Contractor's and subcontractors' employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, the Contractor certifies that all Contractor and subcontractor employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____ **Title:** _____

_____ The Work on the Contract is at an unoccupied school site and no Contractor employee and/or subcontractor employee or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor and any subcontractor who will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Note: The Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees, subcontractors or acting as independent contractors of the Contractor.

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

Date: _____
Name of Contactor: _____
Signature: _____
Print Name: _____

Ranking of Best Value Scores

PART I – CONTRACTOR OUALIFICATIONS

In the follow table, enter all proposing Contractors and the total points received from the qualifications evaluation (*Refer to Qualification Questionnaire*) (Maximum points available is 140).

CONTRACTOR	POINTS AWARDED

**** For District Use Only. Do Not Fill Out****

PART II – PRICE PROPOSALS

In the following table, enter all proposing Contractors based on their price proposal for the Project in order from lowest to highest. In the event two Contractors submit the same price proposal, both Contractors shall be awarded the same amount of points. (Maximum points available is 100).

Construction and Post-Construction Services – Fee Percentage

CONTRACTOR	PRICE PROPOSAL	POINTS AWARDED
		100
		90
		80
		70
		60
		50
		40
		30
		20
		10

PART III - BEST VALUE SCORE

In the following table, enter all proposing Contractors, their scores from the qualifications, price proposal evaluations, interviews, and their total combined score. The total combined score is the Contractor’s “best value score.”

CONTRACTOR	PART I POINT TOTAL	PART II POINT TOTAL	PART I & II COMBINED TOTAL

PART IV – BEST VALUE RANK

In the following table, enter all proposing Contractors and best value score in order from the highest best value score to the lowest best value score. The Contractor with the highest best value score shall be ranked No. 1 overall.

CONTRACTOR	BEST VALUE SCORE (highest to lowest)	RANK
		1
		2
		3
		4
		5
		6
		7
		8
		9
		10

Exhibit A

Description of Project

Highlands Elementary School - Portables Replacement Project:

The Highlands Elementary School - Portables Replacement Project includes the construction of a new Single-Story Modular Classrooms Building in two (2) separate Increments.

Increment 1 of the Contract includes miscellaneous site demolition work; all site work required for the new Modular Classrooms Bldgs.; all site utilities required for the new Modular Classrooms Bldgs.; Main Parking Lot construction; Shade Structure & Mini-Quad construction; replacement of two (2) existing Play Structures; all associated Hardscaping & Landscaping construction; Hazardous Materials Abatement work; and Demolition & Removal of the eight (8) existing Portable Classrooms Bldgs. currently on-site.

Increment 2 of the Contract includes the construction of the new Single-Story Modular Classrooms Bldgs., replacement of the school's existing PA and Clock & Bell System; and all associated site appurtenances.

The PUSD will be procuring the modular buildings from JL Modular.

The scope of work for the LLB Contractor includes providing labor and materials to install all of the scope indicated above including the certified pad with the exception of the modular buildings themselves which will be provided and installed by JL Modular. It is the responsibility of the LLB Contractor to provide labor and materials to install the site utilities to the point of connection in the public way and to the modular buildings, the fire sprinkler system and all low voltage wiring and systems including but not limited to the fire alarm, intrusion alarm, security camera, converged data network systems and any other furniture and equipment identified in the plans and specifications within the modular buildings for a complete and functional building.