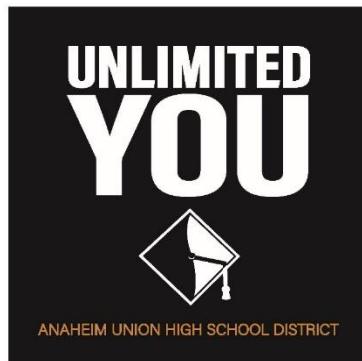


# **ANAHEIM UNION HIGH SCHOOL DISTRICT**



## **REQUEST FOR PROPOSAL (RFP)**

**RFP No. 2026-13**

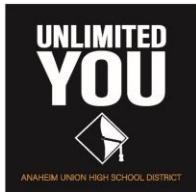
## **PROGRAM AND PROJECT MANAGEMENT SERVICES**

### **PROPOSAL DUE DATE**

**February 10, 2026 – 3:00 P.M. (P.S.T)**

### **SUBMIT PROPOSALS TO:**

Anaheim Union High School District  
501 N Crescent Way  
Anaheim, CA 92801  
Attention: Jennifer Keys



## SECTION I – INTRODUCTION AND OVERVIEW

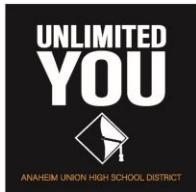
The Anaheim Union High School District (“District”) seeks proposals (“proposals”) from qualified firms to provide comprehensive and professional program and project management (“PPM”) consulting services to assist the District in managing and administering its capital improvement program (“CIP”) for new construction, expansion, modernization, renovation and/or maintenance projects of its public schools and facilities. The Firm selected (“Consultant” or “Firm”) should have experience in all aspects of capital budgeting, planning and construction programming for K-12 educational facilities in the State of California while facilitating innovative and collaborative problem solving with a wide range of District stakeholders, community members and, local and state agencies.

The Firm selected to provide such services will implement a list of prioritized capital projects for the next ten (10) years based on the District’s Facilities Master Plan (“FMP”), Facilities Condition/ Needs Assessment, and the Bond Measure Project List and Implementation Plan serving as guiding documents while providing the direction needed to make sound financial decisions regarding the upkeep of current facilities and the development of new ones. Our goal is to provide for a safe, secure, accessible, and sustainable future while decreasing operating costs.

The District will consider firms which have provided PPM services to at least three (3) public school districts in the State of California within the last five (5) years. Firms interested in submitting proposals should have recent experience with public school facility planning, design and construction along with an understanding of the State of California school facility funding and building program as administered by the Office of Public School Construction (OPSC) and the Division of State Architect (DSA).

The District anticipates that the selected firm will assist the District in managing its CIP from April 1, 2026 to April 1, 2028. The contract will be structured to allow for up to three (3) additional renewal years. Absent significant changes in the District’s CIP or performance issues with the selected Firm, the District expects that it would exercise contract renewals in due course.

The District intends to contract with a single Firm and not with multiple Firms doing business as a joint venture. Accordingly, where two or more Firms desire to join in preparing and submitting proposals, they should do so on a prime-subconsultant basis, rather than as a joint venture or informal team. The Firm acting as the “prime”, if it receives the Award, will enter into the Program and Project Management Agreement with the District. Firms are required to reveal all parties and relationships in their proposal for any joint offer submitted under this Request for Proposal (“RFP”).



The District desires to engage a single entity to provide a complete range of PPM services to support and/or to augment the District's staff. However, the District reserves the right to engage other firms to complete assigned tasks, such as construction management. The PPM shall not serve as general construction contractor, architect, or engineer for any of the projects of the CIP.

The District will evaluate each Firm based on the information set forth in the response submitted, together with other information available to the District from any other sources. The Firm's ability to develop a rapport and working relationship with the District personnel and team (other consultants) will be considered. The District will, at its own discretion, select a Firm/Firms after receipt of the responses; the District also reserves the right to not select any Firm. The District may also request that one or more Firms participate in an interview process or the District may implement a combination of these and/or other methods for selection.

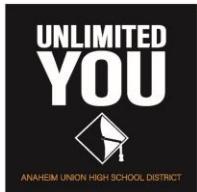
This RFP is solely a solicitation for responses. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between the District and any Firm; (ii) create any obligation for the District to enter into a contract with any Firm or other party; or (iii) serve as the basis for a claim of reimbursement for costs associated with the submittal of any response.

## **BACKGROUND**

The Anaheim Union High School District is located in the northwestern region of Orange County and has been serving its communities since late in the 19<sup>th</sup> Century. The District provides both a 7<sup>th</sup> and 8<sup>th</sup> grade junior high school education and a 9<sup>th</sup> through 12<sup>th</sup> grade high school education to students who were provided their elementary education by the Anaheim Elementary School District, Centralia School District, Cypress School District, Magnolia School District and the Savanna School District.

The District serves approximately 26,000 students in seven (7) junior high schools, seven (7) comprehensive high schools, two (2) schools (7<sup>th</sup> to 12<sup>th</sup> grade), one (1) dedicated special program school, one (1) alternative education school, and a virtual academy located within District boundaries.

To construct schools, the District has relied upon local bond measures, Facilities and Maintenance funds, and statewide school bond funds. In November 2024, the electorate approved Measure K, a \$496 million general obligation bond. The District is preparing to implement such capital improvements with its bond funds and other funding sources, which will constitute the CIP or "Program". The "Program", its management, compliance with budget and time constraints, will be the responsibility of the selected Program Manager.



More information about the District, its facilities and its CIP can be found on the District's website at <http://www.auhsdblueprint.us> also Board presentation titled "Measure K Implementation Study Session" dated January 15, 2026.

## **SECTION II – INFORMATION**

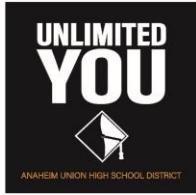
### **1. GENERAL INFORMATION**

The District intends to select a Firm that best meets the District's needs to perform the Program/Project Management services as described in this RFP. The District may assign all or parts of the work described below to the successful Firm and/or proceed with District staff augmentation and/or full service Program/Project Management. The criteria on which the District makes its determination will be based on proven ability and experience as described herein, and on the District's needs.

The PPM selected through this RPF will provide the necessary project managers and field presence to manage the work. Refer to Section II, item 2.3.

The Firm selected as a result of this process shall be responsible for the following general categories of work as determined by the District.

- Program Management: Work with the District's architect(s), consultants and financial consultant to create budgets, and cost estimates; assist District staff with program/project schedule timelines, program planning, phasing, grouping of projects, and other cost-saving methods that match the program cash flow projections from various funding sources; assist the District with bidding and prequalification of contractors, and the development of an annual local community contractor/subcontractor outreach program; advise the District on project delivery options; define Program processes and procedures; develop and maintain program document, budgeting and cost, and schedule control systems; assist with the submittal of documents and reports to the State for project funding applications, DSA procedures, and OPSC project audits/close out. Report on the Program and individual project status to the District, the Board of Trustees, and the Citizens Bond Oversight Committee on a regular basis.
- Project Management: Assist the District in the management and oversight of approved projects during the planning, design and construction phases within scope, schedule, and budget expectations for all projects assigned. The District reserves the right to hire construction management firms at a later date or use



District staff to provide construction oversight. Roles are defined in Exhibit "A" Section 2. Project Management.

The program implementation plan ("PIP") will be derived from the phasing and scoping of projects that are currently addressed in the FMP in conceptual form. The project implementation plan will be developed by the District and the PPM Firm. The PPM Firm must demonstrate the ability to perform the PIP's related tasks and be prepared to work side-by-side with District staff.

The selected Firm will not perform any design, inspections, or construction work as a general contractor or subcontractor, and shall not be allowed to self-perform any trade work, nor contract with affiliates to perform such work.

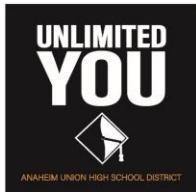
It is vital that the selected Firm have the ability to work cooperatively and effectively with the Board of Trustees, the Superintendent, District staff, the various school site planning committees, and the community. The District places great emphasis on facilitation and communication with all of these stakeholders. The Firm retained by the District will be part of the District team and will be expected to operate in a team environment. The Firm will work under the direction of the Executive Director of Facilities, Maintenance and Operations.

A specific list of anticipated duties is contained in Exhibit A.

## **2. REQUIRED INFORMATION IN PROPOSAL**

All materials submitted to the District in response to this RFP shall remain the property of the District. Extensive experience with the Office of Public School Construction ("OPSC"), CDE, DSA, California Building Code and Standards ("CBC"), in particular Title 24 of the California Code of Regulations and CalGreen is mandatory. Experience with projects which have achieved Leadership in Energy and Environmental Design (LEED) Certification and Collaborative for High Performance Schools (CHPS) is highly desirable.

Responses should be orderly, relevant to the District's RFP, concise, straightforward, and must address each requirement and question. The cover letter shall be signed by the individual authorized to bind the respondent to all statements and representations made therein and to represent the authenticity of the information presented.



## **SUBMITTAL INFORMATION**

Proposals submitted must be presented in the following format. Proposals that do not follow this format will not be considered.

Respondents will submit their sealed RFPs by 3:00 p.m. P.S.T. on February 10, 2026 to:

**Anaheim Union High School District**  
Jennifer Keys, Procurement Contract Specialist  
Facilities Department  
501 North Crescent Way  
Anaheim, CA 92801

**Late submittals will not be considered and will not be accepted by the District.**

The RFP must bear the signature of a person duly authorized to sign on behalf of the Consultants firm, and reference this RFP and accept its terms and conditions, attesting that all information contained is truthful. Consultant shall also clearly acknowledge its obligations to submit a comprehensive and valid proposal if selected by the District to proceed.

Any additions or corrections will be addressed in the form of an addenda. Consultant must sign the addendum as acknowledgment of receipt and return with the RFP submittal. It is the responsibility of the prospective respondent to check with the District for updates or addenda.

All questions regarding this RFP should be directed by email to: Jennifer Keys at [keys\\_j@auhsd.us](mailto:keys_j@auhsd.us). The deadline for questions regarding the RFP will be 3:00 P.M. (P.S.T) February 4, 2026.

All inquiries related to this RFP must be directed to Jennifer Keys only. No other District employee, Board or cabinet member or evaluation committee member – as listed below - should be contacted concerning this RFP during the selection process. Failure to comply with this requirement may result in disqualification.

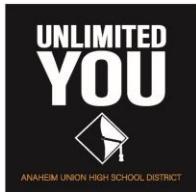
### **Board Members:**

Jessica Guerrero, Annemarie Randle-Trejo, Ron Hoshi, Dr. Jose Paolo Magcalas, Brian O'Neal

### **Cabinet Members:**

Superintendent- Dr. Jaron Fried, Robert Saldivar, Brad Jackson, Nancy Nien, Amy Kwon, Karl Widell

Include a table of contents and divider tabs labeled with the boldface headers



below.

Consultants must submit six (6) hard copies and a digital copy (on a thumb drive). All proposals shall address the following items in the order listed below. 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.

## **2.0 COVER LETTER**

Provide a letter of introduction signed by an authorized officer of the Program/Project Management (“PPM”) services company. If the PPM services company is submitting a proposal with sub-consultants, clearly state which firms are involved and their roles. A paragraph shall be included which states: 1) the validity of the Firm and irrevocable proposal/offer being valid for up to ninety (90) days after RFP closing date, 2) work will be completed on or before the District’s required completion date, and 3) other appropriate items. The proposal must bear the signature of a person duly authorized to sign the proposal on behalf of the Consultant, and reference this RFP and accept its terms and conditions or clearly and conspicuously indicate any exceptions.

Include a brief description of why your firm is well suited for these services and how it can meet the District’s needs. Include evidence that the PPM services firm is legally permitted and properly licensed for the scope of work for which the proposal is submitted and to conduct business in the State of California.

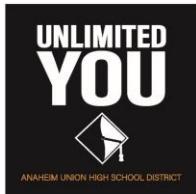
Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.

Consultant 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.

Respondent shall certify that no official or employee of the program/project management services company has ever been convicted of an ethics violation.

## **2.1 FIRM INFORMATION**

Provide a brief history of your Firm. Identify legal form, ownership, and senior officials of company. Identify the name and email of the main contact for the Firm’s proposal. If proposing a subconsultant, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants.



Describe number of years in business and types of business conducted. Identify proportion of program management of overall business, and of K-12 public school projects of overall business.

Describe number of employees (licensed professionals, technical support) in the Firm.

Identify the location of the office where the bulk of services solicited will be performed. Respondents must have an office within 100 miles of the Anaheim Union High School District.

## 2.2 RELEVANT EXPERIENCE

Describe your experience with California public education construction programs and relevant public school modernization and new construction projects. Include the scope of programs, description of services provided, caliber and quantity of staffing associated with the programs, and size of program budgets. The District may utilize the lease-leaseback approach to some or all of these projects. Please provide information regarding your Firm's experience with this type of delivery method.

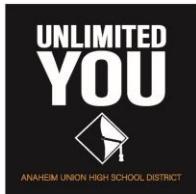
For each program referenced, provide the name of the district's key contact person and telephone number. Provide a comprehensive narrative of the PPM services rendered.

The narrative should include the following:

- Project name, type, program, and location.
- Scope of project and delivery method.
- Did the project complete on time?
- Construction costs, including original budget, bid amount and final amount at close-out.
- Sub-consultants that worked with the firm.

## 2.3 PROPOSED STAFFING

The selected Firm shall employ, at its expense, professionals properly skilled in the execution of the functions required for the program/project management of the program. All services are to be performed under the direction and control of a professional licensed by the State of California to the extent required by law. Provide a proposed organizational chart integrating District staff and identify key personnel you would assign to the District's Program and their roles including any sub-consultants anticipated. Key personnel will be contractually required to remain assigned to the District's projects unless said personnel cease to be employed by your Firm, or other



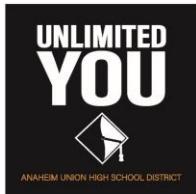
arrangements are made with the District. For each identified individual, please provide a resume and describe/summarize his or her experience with public school programs and their proposed role in the District's program.

**Staffing Resources and Key Personnel:**

- Identify persons who will be principally responsible for working with the District. Indicate the role and responsibility of each individual, how many years they have been with the Firm and years of experience performing the requested services in a school district setting. One or more of these individuals will be expected to maintain a working office on District premises.
- Provide brief resumes of individuals that will be working directly with the District. Specifically define the role of each person and outline his or her individual experience and responsibilities. Indicate who would serve as the primary contact for the District. If the Firm would utilize resources from more than one office, indicate office locations and how work would be coordinated.
- Provide a proposed organizational chart integrating District staff and identify key personnel you would assign to the District's Program and their roles including any sub-consultants anticipated.
- The District expects that the team shall remain intact through the duration of the CIP.
- Disclose any conflicts of interest your firm or proposed individuals might have with the District on this or other any other contract.

## **2.4 PROPOSED METHODOLOGY AND CAPABILITIES**

1. Describe the Firm's technical capabilities and experience with:
  - a) Program/Project Planning
  - b) Condition Assessments
  - c) Scheduling
  - d) Budgeting
  - e) Cost Estimating
  - f) Cost Tracking
  - g) Document Control
  - h) Contractor Prequalification and Bidding Process
  - i) Production of data for public information websites, and Citizen's Bond Oversight Committee ("CBOC") reporting.
  - j) Detail the Firm's budgeting software and if District staff has the ability to inherit and maintain the system once established. Refer to Exhibit "A" section 1.1.26 for further information on management information



systems..

k) CEQA process

2. Describe the Firm's experience with State and other agencies involved in the planning process for K-12 public school projects.

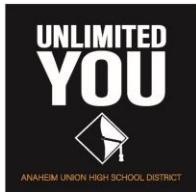
3. Describe the Firm's quality control systems, including ability to manage and monitor consultants.

4. Describe the Firm's approach to and experience with:

- a) Sustainability, including Energy Management/Conservation and "Green Buildings"
- b) Program Implementation Plans
- c) Value Engineering
- d) BIM (Building Information Modeling) and clash detection
- e) Constructability Reviews
- f) New Construction Projects
- g) Modernization Projects
- h) Local Business Outreach Program
- i) Modular Construction and Interim Housing projects
- j) Facility Master Planning
- k) Integrated Project Delivery & Lean Construction Principles
- l) Facility Design Standards and Master Specifications
- m) Technology Integration, Planning and Implementation
  - Describe the Firm's experience in the integration and implementation of Districtwide telephony, data, public address systems, communication systems, security systems, cameras and other low voltage systems used in schools.

5. Describe the Firm's capabilities in each area:

- a) Evaluating/reporting on program status to District staff, Board of Trustees, Citizen's Bond Oversight Committee ("CBOC") and the public.
- b) Provide a detailed explanation of how your firm ensures the contractors' timely performance and how your firm limits contractors' claims.
- c) Mitigating change orders. Provide change order data from your five (5) most recent public works projects upon which you served as Program/Project Manager. Include original estimates of project costs and a brief explanation of the deviations and change orders.



## **2.5 GOVERNMENTAL AGENCY EXPERIENCE**

Respondent will be required to assist the District in working with various outside governmental agencies, in particular, the State Department of Education, the Division of the State Architect, the Office of Public School Construction, DTSC, Health and Fire Departments, cities, and other District consultants, etc. Respondent shall describe its experience with each of these agencies.

## **2.6 SCHEDULING MASTERY**

Discuss the Firm's ability to prepare and prioritize schedules for school construction programs and projects. Confirm the availability of the Firm to prepare and prioritize schedule services with the designated team at the District's anticipated roll-out rate of yearly projects. Explain your Firm's approach to flexibility in phasing and scheduling in the event that newly arising funding opportunities become available.

## **2.7 CLIENT REFERENCES**

Please provide at least three recent (past five years) clients for whom your Firm has provided full-service program/project management work similar to what is being requested in this RFP. Please include the name of the school district, name of person to contact, telephone number, and identify the program and its size.

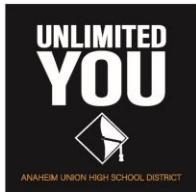
## **2.8 HISTORY OF LITIGATION**

List all litigation, past and impending, arising from any K-12 public school programs on which your Firm provided program/project management in the past seven (7) years and were named as party(ies). Please include the following information for each litigation:

- State the issues in litigation, court information and docket number
- Names of parties
- Status/Outcome

If subcontractors are to be utilized to perform any work on this program, the same information is required of the subcontractors and included in this section of the proposal.

A response to this RFP failing to provide the requested information on lawsuits 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.



## 2.9 FIRM RATE SHEET – FEE PROPOSAL

Provide the Firm's rate sheet for the work described in this RFP. The fee proposal shall include hourly rates for anticipated positions within the PPM organization structure and a quote for a fixed monthly fee for full time dedicated staff. The fee proposal should also include an estimate of personnel hours and cost to complete the scope of work. This will become the basis for negotiations between the District and the Firm. The final fee rate sheet will be incorporated into the agreement with the awarded Firm. All direct costs, overhead and profit, as well as applied overhead and profit should be included in the burdened hourly billing rates. The District reserves the right to negotiate fees, services, terms, and form of agreement with the selected Firm. List applicable staffing rates and other anticipated costs and conditions.

## 3. DISTRICT'S EVALUATION PROCESS

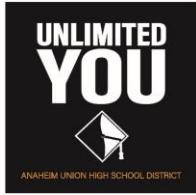
### 3.1 RFP SCHEDULE

a) Cutoff date for written questions:	February 4, 2026
b) Submittals due by 3:00 PM (P.S.T.):	February 10, 2026
c) Finalists notified on:	February 11, 2026
d) Interviews (if any) start the week of:	February 16, 2026
e) Anticipated Board of Trustees action to award:	March 5, 2026

### 3.2 SELECTION CRITERIA AND PROCEDURE

The Proposals will be evaluated based on each Firm's qualifications, approach, methodology, and relevant experience with similar school districts and facility programs. The District will also evaluate the firms based on their performance history, proposed team members assigned, knowledge of the various issues, technical capabilities, proposed fee approach, and overall responsiveness to this proposal. The following factors are important for further consideration and evaluation:

- a. Qualifications/Responsiveness to this RFP:
  - The Firm has provided PPM services to at least three (3) public school districts in the State of California within the last five (5) years;
  - Adherence to the Proposal format;
  - Respondents must have an office within 100 miles of the Anaheim Union High School District;
  - Proper response and full disclosure to item 2.8 – History of Litigation.



b. Technical Competence

Experience, training, and proven expertise are required in the area of work covered by the scope of work for the project(s) and the competence of Key Personnel core leaders.

c. Staffing Capabilities

The capability under current workloads to perform the work within the desired time frame may be considered. The size, caliber and availability of qualified staff may be considered for this item.

d. Project Approach Planning and Scheduling Mastery

Items that may be considered here are work methodology, management structure, and any other indications of processes that would improve planning and reduce the impact of unexpected project delays.

e. Past Performance Record

Past performance is evaluated for providing quality projects in an efficient, timely manner. The quality of the work could be an indication of exercising good judgment in foreseeing future problems. Records may be checked by having conversations with prior clients. The consultant's past experience on projects of a similar nature is important.

f. Quality Control/Assurance

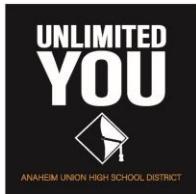
The consultant's process shall monitor and advise the District regarding the contractor's compliance with the design plans and special provisions, District standard specifications, as well as DSA, OPSC, and CDE requirements and inspections. Consultant should have experience in performing constructability reviews at various stages of design.

g. Cost Control and Reporting

The company's overall operation should encourage employees to implement cost effective construction services and construction methods. Emphasis should be on cost control, adherence to established budgets, cost tracking, change order avoidance, constructability reviews and related tools, effective management, clear communications with staff, and completion of all work within budget.

h. Experience with CEQA process, DSA, OPSC, CDE, DTSC and other Regulatory Agencies

Exemplify familiarity and experience with DSA, OPSC, and CDE in terms of



funding, reporting, and project closeout. Exemplify familiarity and experience with other regulatory agencies on school facility projects.

i. Conflicts of Interest

If applicable, provide a statement of recent, current or anticipated contractual obligations that relate in any way to similar work, projects at the District or the Programs, that may have a potential to conflict with the Firm's ability to provide the services described herein. Except for the services specifically contracted for under its agreement(s) with the District (if any), a Firm cannot submit, propose bid, contract, subcontract, consult, or have any other economic interests in the project to which the Firm may provide those services.

### **3.3 INTERVIEWS**

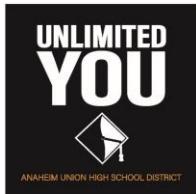
The District may invite shortlisted Firms to meet with the District's selection committee, at the District's option. The interview will start with an opportunity for the Firm to present its proposal and its project team. The balance of the interview will be an opportunity for the District selection committee to ask questions relevant to the PPM services, the Firm and/or the program team's history, and other matters the committee deems relevant to selecting the Firm. The committee may inquire as to the Firm's suggested approaches to the Program and the issues identified in this RFP.

The District may provide a form of agreement to finalists before the interview. Any comments or objections to that form of agreement shall be provided in writing before the interview, and may be the subject of inquiry at the interview.

The District may perform investigations of proposing Firms that extend beyond contacting the clients identified in the Responses. Following the interviews, the selection committee will make recommendations to District staff and the Board of Trustees regarding the candidates and awarding the contract.

### **3.4 FINAL DETERMINATION AND AWARD**

The District reserves the right to contract with any firm responding to this RFP for all or portions of the described scope of work, to reject any proposal as non-responsive, and not to contract with any Firm for the services described herein. 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 any proposal in response to this RFP.



This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final contract, however, the District reserves the right to further negotiate the terms and conditions with the selected Firm.

The awarding of a contract is at the sole discretion of the District. The District expects to award a contract for the services identified in this RFP at the Board of Trustees' meeting of March 5, 2026.

The District may, at its option, determine to award a contract for only portions of the scopes of work identified herein. In such case, the successful proposing Firm will be given the option not to agree to enter into the contract, and the District will retain the right to negotiate with any other proposing Firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Firm responding to this RFP.

### **SECTION III – OTHER REQUIREMENTS**

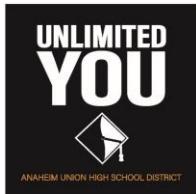
Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the DISTRICT, the information contained therein was intended to mislead the DISTRICT in the evaluation of the proposal.

The proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. A Consultant will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein. However, if material errors are actually discovered in a proposal, the DISTRICT will notify the Consultant that the proposal, as submitted, appears to contain errors and require the Consultant to correct the errors.

#### **A. Insurance Requirements**

The Consultant shall maintain the following minimum insurance amounts for the duration of the Project and the Consultant shall certify this in the proposal:

• Comprehensive General Liability (\$2 million aggregate) for comprehensive general; liability	\$1 million per occurrence
• Workman's Compensation	Statutory Minimums
• Automobile Liability	\$1 million per occurrence



- Professional Liability/ E & O \$1 million per occurrence
- B. Consultants shall execute and submit with the proposal, Exhibit B “Noncollusion Affidavit Form.”
- C. Department of Industrial Relations (DIR) Registration (SB854 Compliance)  
Consultants are required to be registered through the DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 and is a material obligation of the Consultant and all of its subcontractors (of any tier) under the contract. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by the Consultant and all of its subcontractors of any tier. An affirmative and ongoing obligation of the Consultant will be the verification that all subcontractors of any tier are at all times during performance of the work are in full and strict compliance with the DIR registration requirements. Consultant or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements. Information about registering can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

A Consultant may modify or withdraw an RFP after submission by written notice of withdrawal and re-submission provided that the proposal withdrawal is prior to the due date deadline specified for submission of qualifications.

The RFP will not be opened publicly and requests for formal debriefings will not be considered.

### Board/Cabinet Member Contact

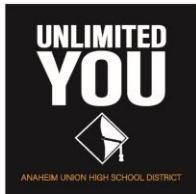
Please do not contact Board and/or Cabinet members for the purpose of discussing the RFP. Any questions regarding this RFP, the District processes and operation, should be directed to Jennifer Keys only. Failure to comply with this requirement may result in disqualification.

## Other Information

No page limit is set for responses to this RFP. Please provide the information necessary to inform the District regarding your qualifications, the qualifications of your team, and your specific approach to this project.

Proposals shall be delivered to the address noted above, on or before the date and time stated on the face sheet of this RFP. No oral, telegraphic, telephonic, or e-mailed submissions will be considered.

Cost for the preparation of the RFP submissions shall be at the Consultant's expense. No compensation shall be made by the District for costs incurred in the preparation or attendance at any required presentation meeting.



Submission of the proposal shall be indication that the proposer has thoroughly read and understands the RFP requirements and has investigated and satisfied him/her as to the requirements and conditions to be encountered and the District's requirements.

All proposals received by the District will become exclusive property of the District and will be considered a "public record" as defined in Section 6252 of the California Government Code and shall be open to public inspection, except to the extent the proposer designates trade secrets or other proprietary material to be confidential. Any documentation which the proposer believes to contain a trade secret must be provided to the District in a separate envelope or binder and must be clearly marked as a trade secret. The District will endeavor to restrict distribution of material and analysis of the proposals. Proposers are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and the District shall in no way be liable or responsible for any such disclosure. Proposers are advised that the District does not wish to receive material designated as trade secrets and requests that proposers not supply trade secrets unless absolutely necessary. The proposer's qualification package, and any other supporting materials submitted to the District in response to the request, will not be returned and will become the property of the District unless portions of the materials submitted are designated as proprietary at the time of submittal and specifically requested to be returned.

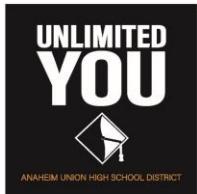
## **SECTION IV - GENERAL TERMS AND CONDITIONS**

Award of a contract shall take place after the review of all RFP and after all responses to the RFP have been reviewed by the District and terms have been negotiated for the contract amount. All such contracts must be approved by the Board of Trustees of the District.

The Consultant acknowledges that its officers, employees or agents have not been convicted of a public entity crime or placed on any convicted vendors list and will comply with criminal background checks as defined in Education Code Section 45125.1. Further, Consultant certifies that is has neither been disbarred or deemed nonresponsible with any other government, public, or nonprofit agency.

The District may investigate the qualifications of any individual or consulting firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. The District also reserves certain rights, including, but not limited to, the following:

- a. Reject any or all of the proposals.
- b. Issue subsequent RFPs.
- c. Cancel the entire RFP.
- d. Remedy technical errors in the RFP process.
- e. Appoint evaluation committees to review qualifications.



Anaheim Union High School District  
Request for Proposals – RFP No. 2026-13  
Program and Project Management Services

- f. Seek the assistance of outside technical experts in qualification and proposal evaluation.
- g. Approve or disapprove the use of particular subcontractors.
- h. Establish a short list of firms eligible for discussions after review of the RFP.
- i. Negotiate with any, all, or none of the firms.
- j. Solicit best and final offers from all or some of the firms.
- k. Award a contract to one or more firms.
- l. Waive informalities and irregularities in the RFP.
- m. Terminate negotiations at any time.
- n. Award without discussion.

This RFP shall not, in any manner, be construed to be an obligation of the District to enter into a contract or result in any claim for reimbursement of cost for any efforts expended in responding to this RFP, participation in interviews or in anticipation of any contract.

Proposing firms shall have read and be aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees. No member of District's governing board or other governing body shall have any pecuniary interest, direct or indirect, in the resulting agreement or the proceeds thereof.

## **EXHIBIT A**

### **Detailed Scope of Anticipated Services**

Although the full scope of work shall be negotiated in the Agreement, the Program/Project Manager ("PPM") will be expected to be capable of fulfilling, at a minimum, the following:

#### **1. PROGRAM MANAGEMENT**

##### **1.1. Program Management Tasks**

- 1.1.1. **Implementation Plan.** In consultation with the District and District's consulting team, develop, plan, coordinate, organize, and manage the Program, including the identification and administration of all tasks related to the planning, development, design, and completion of every capital improvement project to ensure all public funds are maximized and all projects are completed within the allocated scope, budget, and schedule. The PPM shall assist the District in refining and implementing the District's Facilities Master Plan and Facilities and Maintenance construction projects.
- 1.1.2. **Program Management Plan.** The PPM shall assist District in the preparation of a Program Management Plan, including defining processes, procedures, and responsibility/authority matrices. The PPM shall also establish procedures for coordination among the District, the PPM, Architects, Engineers, Local/State Governmental Agencies, Inspectors, and Contractors with respect to all aspects of the Program and implement such procedures.
- 1.1.3. **Master Schedule.** The PPM shall refine, maintain, and update, as necessary, the Master Schedule for the overall Program and related activities, develop a Project Schedule for each Project in the design phase that coordinates and integrates the pre-design activities, Architect/Engineer's design efforts and the District's activities with construction schedules. The PPM shall update the overall Master Schedule and each Project Schedule incorporating a milestone schedule for all activities, including realistic activity sequences and durations. The PPM shall also include the District's occupancy, and temporary accommodations, requirements showing portions of the Project having occupancy priority. The PPM shall provide District with copies of the most recent Master Schedule.
- 1.1.4. **Master Budget.** In conformance with the Program's potential cash flow, the PPM shall develop, refine and update the Master Budget for the entire Program including all construction costs, consultants' fees, District's costs, contingencies and reserves, reallocation of available funds, and other relevant costs, and update as required for the District's approval. The PPM shall develop Project Budgets within the overall Program Master Budget. In conjunction with the Master Budget updates, the PPM shall develop cash flow/funding analysis and status, maintain status of revenue available for the Program, bond series projections in conjunction with the District's financial consultant.
- 1.1.5. Assist in the administration of a financial management system compatible with the District's accounting system which would facilitate accounting of Program

funds, auditing of expenditures, program and project estimates and budgets, contract payments, a cash management system, and periodic financial reporting. Contract management and scheduling software shall be discussed for compatibility and acceptance by the District.

- 1.1.6. Cost Control. The PPM shall develop and monitor an effective system of Program cost control and revise and refine the initially approved Program Budget and Project Budgets, incorporate exposures, pending changes and approved changes as they occur, and develop cash flow reports and forecasts as needed. The PPM shall also identify variances between actual and budgeted or estimated costs and advise the District, the Architect/Engineer or other appropriate Consultants whenever projected costs exceed budgets or estimates for immediate mitigation.
- 1.1.7. Contract Administration. The PPM shall develop and implement written contract administration procedures including the development of written procedures for the review, approval, processing and payment of applications by Contractors, Architect/Engineers, and other consultants/service providers for progress and final payments. Assist the District in monitoring of consultants contracts.
- 1.1.8. Contracts. The PPM shall review the District's existing standard Consultant agreements and construction contracts and advise District and District's legal counsel of any desired or recommended changes.
- 1.1.9. Status Reporting and Communications Management. The PPM shall develop and implement a status reporting system including regularly scheduled meetings and reports as directed by the District. The PPM shall make presentations and appearances before the Board of Trustees, other boards, commissions, the Citizens' Bond Oversight Committee, and other public bodies with the District to discuss details, to comment, to recommend, to give progress reports and to obtain approvals. The PPM shall coordinate internal and external communication, including, but not limited to, conducting public hearings, planning and conducting media events, issuing press releases and publishing newsletters. The PPM shall also assist the District as requested in developing a Program communications management plan, and provide assistance with developing communication media and implementing the plan. The regular updating of the auhsdblueprint.us website with Program information (written and graphic), reports, schedules and added interactive features as directed by the District will be the responsibility of the PPM.
- 1.1.10. Citizens' Bond Oversight Committee. The PPM shall develop a strong, cooperative relationship with the Citizens' Bond Oversight Committee and provide regular reporting for all bond funded projects. Prepare and present status reports to the District, Citizens' Bond Oversight Committee, and Board of Trustees. The PPM shall work collaboratively with the District's financial consultant and with the District in the tailoring of the reports.
- 1.1.11. Procurement Planning. The PPM shall assist the District in developing a written procurement management plan to include delivery method process, including but not limited to, Lease Leaseback and Design Build, selection and source selection parameters and criteria.
- 1.1.12. Local Business Outreach Program. The PPM shall create, provide marketing and implementation of an annual contractor outreach program to maximize the pool of qualified contractors and subcontractors for District projects. The

outreach program will also serve the purpose of creating opportunities for the hiring of local residents, local community consultants and emerging business enterprises for subcontracting participation in construction work, professional services and clerical business support.

- 1.1.13. The PPM shall assist with the prequalification of contractors' process.
- 1.1.14. Risk Management. The PPM shall assist the District with developing a risk assessment and management plan for examining market conditions and history of similar projects, identifying ways to improve processes to reduce risks, establishing contingency plans and steps to take in order to mitigate risks. The PPM shall report quarterly on the bid climate and recommend bidding and acquisition strategies to maximize the efficient use of the program funds. If applicable, the PPM shall assist the District with the evaluation of District provided self-insurance for construction activities.
- 1.1.15. Contracts. The PPM shall review the District's existing standard Consultant agreements and construction contracts and advise the District and District's legal counsel of any desired or recommended changes.
- 1.1.16. Quality Control/Quality Assurance. The PPM shall develop written procedures and systems for quality control and performance guidelines for Architects, Engineers, Inspectors, Contractors and other Program related Consultants.
- 1.1.17. Other Program Management Tasks. The PPM shall be responsible for performing other appropriate Program coordination tasks as requested by District including, but not limited to, assisting the District in obtaining grants and other funding for school construction from local, state and federal agencies.
- 1.1.18. Lessons Learned. The PPM shall conduct lessons learned / risk review meetings on a quarterly basis with the project management team, construction management representatives, architects (if applicable), and inspectors to identify systemic issues and refine standard practices.
- 1.1.19. Construction Manager (CM) Coordination. The District may hire internal or outside CM firms to assist with the execution of the Bond Program. The PPM will conduct biweekly CM coordination meetings (across all CM firms) to share program-wide updates and best practices, address consistency in procedures, schedules and documents, and to resolve interproject coordination issues.
- 1.1.20. Site Visits. The PPM will be required to visit project sites on a biweekly basis to report on schedule, percent complete vs. physical work progress, spot systemic issues that could drive program-side corrections, identify early warning signs of delay, quality and coordination issues.
- 1.1.21. Monthly Executive Program Review. The PPM will conduct program review meetings with the District's bond program executives to discuss high-level review of budget, schedule, risks, public reporting, Board updates, and community concerns.
- 1.1.22. The PPM shall assist with the further development and annual revisions of Program Design Standards. The PPM shall develop a policy and procedures manual for Program implementation and develop procedures to seek out cost efficiencies and eliminate duplication in efforts and costs. The PPM shall assist in the updating of the educational specifications.
- 1.1.23. The PPM shall assist in the preparation and administration of requests for

proposal, requests for qualifications, front-end documents and general conditions related to the bidding process and the implementation of a prequalification process as elected by the District.

1.1.24. The PPM shall organize and maintain all records, correspondence, contracts, research analyses and other documents related to design, bidding, and construction. Such documents are subject to annual external performance and financial audits, as well as review by a Citizens' Bond Oversight Committee. Digital files of documents will be required.

1.1.25. The PPM shall effectively optimize and monitor all Program and project soft costs.

1.1.26. The PPM shall:

- Develop a management information system ("MIS"), including, but not limited to, assembly of a hyperlinked as-built data base to be designed with the District, establishment of procedures to organize existing files and provide such files in an electronic form, creation of master plans with DSA application numbers shown, assistance in closing outstanding DSA files.
- Provide a construction management software platform, i.e. Procore, for the District, consultant and contractor's use during the execution of the program. All project data, including RFIs, submittals, schedules, budgets, change orders, drawings, specifications meeting minutes, and daily logs, will remain the exclusive property of the District. The District will be granted a license to use the software for the duration of the project or contract. The PPM will provide the District with a complete export of all project data in a usable format upon contract/project termination/completion.

1.1.27. The PPM shall oversee the establishment of commissioning goals and monitor the project commissioning process.

1.1.28. The PPM shall oversee, coordinate, and document regulatory compliance, including but not limited to local, state and federal permits and environmental compliance.

1.1.29. The PPM shall perform project constructability reviews and utilize current technology, software and tools to detect conflicts and gaps in the scope of work represented in the documents.

1.1.30. The PPM shall oversee review of project cost estimates and budget reconciliation at each project phase.

1.1.31. Training. The PPM shall develop and provide district staff training (semi-annually at a minimum) and if approved by the District, to contractors and consultants on Program related functions, procedures, current and upcoming changes to the law and regulations that affect public school construction.

## **2. PROJECT MANAGEMENT (with Expanded Construction Manager Role)**

### **2.1. Predesign Phase.**

2.1.1. Permits/Approvals. The PPM shall determine with the District's input all governmental permits and approvals necessary for the Project and shall

represent the District in pursuing such permits and approvals and assist the Architect/Engineer in preparing and filing applications and filing for all necessary permits required on behalf of the District.

- 2.1.2. Environmental Review. The PPM shall provide support services in the selection and management oversight of environmental specialists, as required by District including, but not limited to the following:
  - Environmental site assessments lead paint and asbestos surveys
  - California Environmental Quality Act (CEQA) requirements Geotechnical reports;
  - California Department of Education (CDE) compliance with environmental regulations;
- 2.1.3. Standardized Design Tools. The PPM shall be responsible for assisting the District and District's Architects and Engineers in updating and further developing the District Design Standards and Guidelines without, however, assuming any of the Architect/Engineers' responsibilities for design.
- 2.1.4. Consultant Selection. The PPM shall prepare written guidelines for selecting Consultants, subject to approval of District's legal counsel. PPM shall also solicit proposals from and assist the District in selecting and negotiating with Program consultants and contractors.
- 2.1.5. Joint Use. The PPM shall also assist the District and the District's legal counsel in exploring facilities/real property joint-use agreements as may be appropriate for achieving and maximizing Program goals.

2.2. Design Phase.

- 2.2.1. Consultation During Project Development. The PPM shall schedule and attend regular meetings with the Architect/Engineer during the development of conceptual and preliminary design to advise on site use and improvements, selection of materials, building systems and equipment. The PPM shall review designs and detailing, and shall provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economics including life cycle costing and conduct constructability reviews and formal value engineering sessions. PPM shall assist in and supervise the identification and assessment of environmental concerns posed by Projects.
- 2.2.2. The PPM shall be knowledgeable of the District's standards, design guidelines and educational specifications for their application on project scoping.
- 2.2.3. Design Reviews. The PPM shall be responsible for coordinating and documenting design review meetings with the school site personnel, community members, District personnel and the design team. PPM shall also be responsible for assisting the District in the review of various design

schemes submitted by Consultants.

- 2.2.4. Progress Reports. The PPM shall provide periodic reports that summarize design progress, schedule and cost status, changes and other significant project information.
- 2.2.5. Scheduling. The PPM shall develop design written schedules and milestones and monitor and update status and progress.
- 2.2.6. Estimating. The PPM shall evaluate and certify the cost estimate prepared by the Architect or Engineer at the end of the schematic design phase of each Project for approval by the District as part of the Program Budget. The PPM shall also be responsible for evaluating and certifying each estimate for District's approval as the development of the Drawings and Specifications proceeds at the end of Design Development and Construction Documents Phases, and advise the District, the Architect, Engineer or other appropriate Consultant, if it appears that the Project Budget will not be met and shall make recommendations for corrective action.
- 2.2.7. Coordination of Contract Documents. The PPM shall review the Drawings and Specifications for each Project as they are being prepared, recommending alternative solutions whenever design details affect construction feasibility or schedules, without assuming any of the Architect or Engineers' responsibilities for design.
- 2.2.8. The PPM shall develop project phasing and interim secondary effects as required.
- 2.2.9. Construction Planning.
  - 2.2.9.1. The PPM shall be responsible for reviewing the Drawings and Specifications with the Architect and Engineer to eliminate areas of conflict and overlapping in the Work, for accuracy, relevancy to the specific project and constructability.
  - 2.2.9.2. The PPM shall assist with the certification of legacy projects thru DSA.
  - 2.2.9.3. If approved by the District, the PPM shall recommend for purchase by the District long-lead items to ensure their delivery by the required dates.
  - 2.2.9.4. The PPM shall be responsible for assisting the District in the coordination of the work of hazardous material abatement with Consultants and Contractors for the Program.

### 2.3. Pre-Bid Activities.

- 2.3.1. Local Business Outreach. The PPM shall develop and implement an aggressive Contractor and Supplier marketing program to generate interest in the Program's projects, including but not limited to generating interest with Disadvantaged Veterans Business Enterprises, when required by law.

See item 1.1.12.

2.3.2. Prequalification of Contractors and Subcontractors. The PPM shall assist the District with the prequalification of contractors' process.

2.4. Bid and Award Phase.

2.4.1. Award. The PPM shall assist the District in tabulating and evaluating bids and bid alternates, in accordance with the provisions of the California Public Contract Code. PPM shall be responsible for monitoring District preparation and Contractor execution of contracts for timely completion of contracts, as well as monitoring and expediting contractor and/or subcontractor contractual submittals to ensure completeness prior to forwarding to District for final review and processing.

2.4.2. The PPM shall assist the District in developing RFP/RFQ solicitations and/or bid documents for the selection of construction firms for various delivery methods.

2.4.3. The PPM shall conduct pre-bid meetings, and formal and informal site visits.

2.4.4. The PPM shall assist the District in technical aspects of evaluating bids and in processing the contract with the responsive and responsible bidder(s).

2.5. Construction Phase.

2.5.1. Program Control.

2.5.1.1. The PPM shall monitor the Work of the Contractor(s) and coordinate the Work with the activities and responsibilities of the District, Architect/Engineers, and Inspectors to complete each Project in accordance with the District's objectives of scope, cost, time and quality.

2.5.1.2. The PPM shall schedule, conduct, document and update progress meetings at which Contractors, District, Architect/Engineers, Inspectors and the PPM can discuss jointly such matters as procedures, progress problems and scheduling. The PPM shall also track and facilitate the timely resolution of arising issues.

2.5.1.3. The PPM shall be responsible for regularly monitoring the Project Schedule as construction progresses, which includes identifying potential variances between scheduled and probable completion dates, and reviewing the schedule for Work not started or incomplete and recommend to the District, Architects/Engineers and Contractors adjustments in the schedule to meet the probable completion date. PPM shall also provide the District with summary reports of each monitoring and document all significant changes in schedule.

- 2.5.1.4. The PPM shall coordinate the schedule of work with appropriate campus representatives.
- 2.5.1.5. The PPM shall assist the District with management and administration of construction contracts, including work changes, payments, submittals, monitoring of construction work, document interpretations, and other procedural aspects.
- 2.5.1.6. The PPM shall assist with the evaluation of and/or recommendation of Change Orders. Assist the District on the Change Order process insuring best price, procedural completion and work accomplishment.
- 2.5.1.7. The PPM shall assist the District with processing of construction payment requests for approval.
- 2.5.1.8. The PPM shall review and monitor the contractor's construction schedule and advise the District regarding the best sequencing to facilitate productivity and occupancy objectives. Report potential budget and schedule variances and prepare recovery plans.
- 2.5.1.9. The PPM shall assist the District in maintaining communication and cooperation with various local, state and federal agencies.
- 2.5.1.10. Hyperlinking of Documents. Hyperlinking of documents thru the construction and contract close-out phases is anticipated. The PPM shall be experienced in the use and implementation of this core productivity and document management tool for the District's Program.

2.5.2. Cost Control.

- 2.5.2.1. The PPM shall identify variances between actual and budgeted or estimated construction costs and advise the District and Architect/Engineer or other appropriate Consultant whenever projected cost exceeds budgets or estimates.
- 2.5.2.2. The PPM shall also maintain procurement and cost accounting records on authorized Work performed for projects under force account, actual costs for labor and materials, informal contract, or other basis requiring such records.
- 2.5.3. District's Consultants. The PPM shall assist the District in selecting, retaining and coordinating professional services of a surveyor, testing laboratories and special consultants, and other like services.
- 2.5.4. The PPM shall manage contract close-out and project close-out activities, and government agency project certifications.

2.6. Project Commissioning. The PPM shall coordinate the commissioning of each project and verify that the buildings' energy related systems are installed, calibrated, and performed according to the District's project requirements, basis of design and construction documents utilizing the following process commissioning protocol:

2.6.1. Fundamental Commissioning:

- 2.6.1.1. Review the District's Project Requirements or Basis of Design for clarity and completeness
- 2.6.1.2. Develop and Implement a Commissioning Plan
- 2.6.1.3. Incorporate a Commissioning Specification in the Construction Documents
- 2.6.1.4. Provide Installation Verification
- 2.6.1.5. Provide Functional Testing
- 2.6.1.6. Provide a Final Commissioning Report

2.6.2. Enhanced Commissioning:

- 2.6.2.1. Design Review
- 2.6.2.2. Focused Submittals Review
- 2.6.2.3. Focused Training Verification
- 2.6.2.4. O&M Review
- 2.6.2.5. Systems Manual
- 2.6.2.6. Post Occupancy 10th Month Re-commissioning

2.6.3. Systems to Be Commissioned: At a minimum and where applicable, the following systems, including all components and controls, will be commissioned:

- 2.6.3.1. Building automation systems, including linkages to remote monitoring and control sites (this excludes any security-related control systems or interlocks).
- 2.6.3.2. All HVAC systems including steam and heating water systems.
- 2.6.3.3. Refrigeration systems for HVAC, food service, labs, etc.
- 2.6.3.4. Domestic water pumping systems.
- 2.6.3.5. Daylighting and occupancy lighting control systems.
- 2.6.3.6. Renewable energy systems.
- 2.6.3.7. Fire sprinkler systems.

2.7. Post Construction Phase.

2.7.1. The PPM shall coordinate the completion of construction and the occupancy schedule to minimize disruption to the educational activities.

2.7.2. The PPM shall assist the District in scheduling instruction sessions by major material and equipment suppliers to orient and train the District's

staff for operation. Ensure all operations manuals and warranties hyperlinked and delivered to the District in a timely manner.

2.8 Furniture, Fixtures and Equipment (FF&E) Responsibilities.

- 2.8.1 The PPM shall provide FF&E planning, specifications and implementation (including process recommendations) for all furniture, fixtures and equipment related to the bond program.
- 2.8.2 The PPM shall coordinate and plan the development of furniture layouts, infrastructure requirements, budget and procurement targets, specifications, competitive bids and contracts, order and delivery schedules, project submittal review, installation, coordination, inspection, and project start up. Maintain program and project-related information over the duration of the contract.

**EXHIBIT B**  
**NONCOLLUSION DECLARATION**

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

\_\_\_\_\_, being first duly sworn, deposes and says that he  
(Full name)

or she is \_\_\_\_\_ of \_\_\_\_\_, the party  
(Title) (Company/Firm Name)

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

---

(Signature of Proposer)

---

(Company/Firm Name)

(NOTARIZATION IS NOT REQUIRED)