



Colusa Unified School District

Request for Qualifications / Proposal (RFQ/P) Lease-Leaseback Construction Services

Associated with the District's
Measure A Bond Program and
Facilities Improvement Projects

April 6, 2015

SECTION 1 – INTRODUCTION

1.1 General

The Colusa Unified School District (“District”) Board of Trustees is seeking Statements of Qualification (“SOQ”) from experienced Lease-Leaseback (“L-LB”) Entities (“Entity”) to provide services to the District described in this Request for Qualifications and Proposal (“RFQ/P”) for the construction of new, modernization, and/or renovation projects (“Project”) associated with the District’s Measure A Bond Program and facilities improvement projects.

District voters passed a bond measure in November 2014 authorizing a \$5.9M bond to address the most critical renovation/modernization needs identified by a needs assessment completed in early 2014. Additionally, there are developer fee revenues and Prop 39 - California Clean Energy Jobs Act funds to be included in the program.

The District’s Program Manager is currently evaluating the District’s facility assessments and developing project scope(s) for implementation. The District has selected Architects and anticipates starting the design phase the summer of 2015. The tentative schedule for construction will require the projects to be completed during the summer of 2016.

1.2 Intent

The intent of this RFQ/P is to solicit proposals from qualified Entities to provide Lease-Leaseback Construction Services.

The District will evaluate and compare all submitted RFQ/P’s and select the most qualified Entity based on the proposal content and responsiveness to the District’s needs and goals.

Interested Entities are invited to submit their written SOQ, in accordance with this RFQ by 4:00 p.m. on Wednesday, April 22, 2015.

The proposing Entity shall acknowledge all Addenda, and it’s the respondent’s responsibility to notify the District’s contact by email of their intent to submit an SOQ prior to the deadline for questions.

A panel of District staff members, and consultants will conduct paper screening and interviews. Applicants selected for interviews will be advised regarding interview format at the time of notification.

The District expects to approve the selected Entity at the May 19, 2015 Board meeting. Contracts will be awarded by the Board under provisions of Education Code Section 17406 *et seq.*

SECTION 2 – SCOPE OF REQUIRED SERVICES

At this time, the following projects are being considered for assignment to selected Entity:

- Birchfield Primary School Modernization Project [Construction budget and scope to be determined]
- Egling Middle School [Construction budget and scope to be determined]
- Colusa High School Modernization Projects [Construction budget and scope to be determined]

- Various new construction, renovation, and reconstruction projects at multiple campuses throughout the District. [Construction budget and scope to be determined]

Entity staff will be reporting to designated District staff, as well as members of the Program Management team, as identified by the District. The Entity staff members will be required to function within established protocols and procedures of the District and the Measure A Bond Program.

The District at its sole discretion can decide to contract for a portion of or all-inclusive scope of services as outlined herein. It is expected that Entity staff have the knowledge and experience necessary to ensure successful L-LB projects.

Services may include, but are not limited to, the following:

2.1 Project Definition

The District and its Consultants, including the L-LB Entity, shall establish the project scope, quality, cost, and schedule. While each member will bring different skills to this exercise, all are expected to fully participate and collaborate. The project's definition (scope, budget, quality, and schedule) that results from this exercise will be agreed upon by each member, and each member will be responsible for delivering the project within the established parameters.

- Identify, coordinate and confirm all utilities (including points of connection) to assure service to the site, including requesting all will-serve letters from all utility agencies servicing the project site.
- Participate in "pull" scheduling exercises for preconstruction activities. This planning and scheduling system will depart somewhat from the industry norm. Fundamentally, it will begin with the end in mind. It will require the involvement of the individuals actually responsible for producing the work product at any given stage. The District expects that this approach will be somewhat foreign at first, and will provide appropriate consulting resources to educate all project participants in its use.
- Prepare and maintain an overall construction schedule utilizing a computer based software program of Critical Path Method (CPM) scheduling that clearly identifies critical path, milestone, predecessors, successors, float, lag, start-to-finish, start-to-start, or finish-to-finish relationships..
- Other responsibilities necessary for the completion of the project definition.

2.2 Design and Document Preparation

Members of the project team will be involved during various phases of design and document production at a level much greater than is typical in design-bid-build projects. Some projects may require design-assist subcontractors in certain areas, typically mechanical, electrical, plumbing, and fire sprinkler. Other projects may not involve actual design-assist, but will nevertheless require extensive involvement and deep collaboration of the subcontractors with the designers throughout design and document production.

- Review design documents for scheduling, phasing, clarity, consistency and coordination.
- Expedite design reviews, including modifications, if any, based upon value analysis.
- Undertake value-engineering analysis and prepare report with recommendations to District to maintain established project budget.

- Other responsibilities necessary for the completion of the design and document preparation.

2.3 Constructability and Building Information Modeling (“BIM”)

The District believes that constructability review is a process, not an event. The Entity and its subcontractors will be expected to provide constructability and cost estimating input on a continuous basis. The selected Entity should plan on having its project team involved during pre-construction - throughout design, document production, and the agency review period (but not necessarily full-time). It is the District’s further expectation that the pre-construction services will heavily involve the individuals who may actually construct the project and not be turned over to a completely separate pre-construction team.

On selected projects, the District may direct the project team to implement BIM beginning no later than the Design Development stage of design, with continuous updates to the BIM through the bidding, preparation of the guaranteed maximum price, and construction phases.

2.4 Development of the Guaranteed Maximum Price (“GMP”)

During the buyout phase, Entity will be expected to develop subcontractor interest in the project and shall collaborate with the District and its Consultants to develop a list of possible subcontractors, including suppliers who may furnish materials or equipment. The Entity shall be prepared to solicit a minimum of five (5) bids per trade. The solicitation shall be done on a Request for Proposal basis that includes both price and value engineering options. The names of all potential subcontractors will be submitted to the District for approval prior to the solicitation. Furthermore, before proposing any subcontractor or supplier, Entity shall satisfy itself that the proposed Entity has the financial resources, qualifications, and experience to complete the work for which it is proposed and is available to do so. Entity shall also bring forward a recommendation with regard to which subcontractor and supplier it believes will bring the most value to the Project, review all proposals for comparability with regard to scope, and adjust and organize all proposals in such a manner that will allow the District and its Consultants to compare them on an equal basis.

The successful Entity will be required to provide a finalized negotiated GMP for each project prior to execution of the L-LB Documents and project construction commencement. The GMP proposal shall include the cost of work, Entities’ fee, bonds and insurance cost, allowances and contingencies, General Conditions and jobsite management expenses allowance, and other items that comprise the total cost of construction. In addition, the Entity shall include in the proposal a written statement of it’s basis that identifies all clarifications, assumptions, inclusions and exclusions made by the Entity in preparing the GMP, a list of all Subcontractors solicited with detailed summary of all bids submitted, list of Drawings, Specification and addendums, and a proposed baseline construction schedule with the date of commencement and completion upon which the GMP is based.

2.5 Construction Phase Services

While the selection of an Entity for pre-construction services provides no guarantee of its involvement during the construction phase, it is the expectation of the District that a selected Entity will carry the project through to completion. The L-LB Documents will include general conditions that define expectations as to supervision, scheduling, dispute resolution, and general conduct of the project. All subcontractors will be expected to fully embrace the project delivery philosophy and methodology, and participate (as applicable) in training provided to facilitate this goal.

Construction closeout phase services may include, but are not limited to:

- Coordinate and expedite record drawings and specifications.
- Compile operations and maintenance manuals, warranties/guarantees and certificates.
- Provide the necessary training and in-service to the District's maintenance and operations personnel as well as site staff.
- Obtain occupancy permit.
- Coordinate final testing, documentation and governmental inspections.
- Commissioning services.
- Prepare final accounting and closeout reports.
- Prepare occupancy plan reports.
- Assist the District in any audit reporting.
- Other responsibilities necessary for the completion of the project in accordance with the plans.

2.6 Self-Performed Work

Whenever it is in the best interest of the Project, the Entity may propose to self perform trades scopes of work. The District will ultimately determine whether to accept such proposals, and the District retains the right to require any self performed scope of work to be priced by at least five (5) qualified subcontractors.

2.7 Compliance with All Applicable Laws

The SOQ must set forth Entity's understanding of all applicable Health and Safety laws, guidelines, and requirements including Cal/OSHA Title 8, the EPA (Environmental Protection Agency), the Education Code, the CDE (California Department of Education), the DTSC (Department of Toxic Substances Control), and DSA regulations, and local ordinances relative to the work to be undertaken as well as Entity's ability to comply with the same.

SECTION 3 – SUBMISSION REQUIREMENT AND SCHEDULE

3.1 General

The written application should address the applicant's qualifications in each of the areas outlined in the RFQ/P. It should also clearly identify the business relationship between various Entities involved in the application (e.g., consultant, joint venture, association), and what entity will enter into an Agreement with the District. Key personnel who will be working on District projects should be identified, and resumes should be limited to these personnel.

The selection criteria will be based on the total score for Section 4 with consideration given to company background, office location, experience and references.

3.2 Format

The response to this RFQ/P is to be a written Statement of Qualification describing the qualifications of the firm, as outlined 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.

3.3 Anticipated Schedule

<i>EVENT</i>	<i>DATE</i>
Release RFQ/P Document	4/6/15
Deadline for Questions and Intent to Submit SOQ	4/15/15 by 4:00 p.m.
Receive Statement of Qualifications	4/22/15 by 4:00 p.m.
Interviews	Week of 5/4/15
Final Selections and Notifications	Week of 5/11/15
Board of Trustees Approves Selection	5/19/15

3.4 Submission Requirements

Submittal shall be a maximum length of **twenty (20) pages** on 8 ½ x 11 sheets, single-sided, with no less than 10 pt font. The 20-page limit includes cover letter. Sample documents, including resumes, may be included in an appendix.

Submit **three (3) bound copies** along with **one (1) digital copy** of the firms' Statement of Qualifications to:

Mr. Dwayne Newman, Superintendent
Colusa Unified School District
745 Tenth Street
Colusa, CA 95932
Telephone: 530-458-7791

3.5 Submittal of Proposal

Submittals should be verified before submission. Adjustments will not be permitted after submission to the District. The District will not be held responsible for errors or omissions on the part of the Entity in the preparation of the submittal.

3.6 Signatures

Submittals' cover letters must be signed by a representative of the Entity with authorization to bind the Entity by Agreement. Authorized signature shall acknowledge the information contained within the proposal to be true and accurate.

3.7 Disqualified Statements

Any submittal received by the District after the stated date/time will be refused and returned.

3.8 Withdrawal of Submittal

Entities may withdraw their submittal, either personally or by written request, at any time prior to the closing time for the receipt of submittals.

3.9 Contact and Questions

Entities interested in making a submittal are directed not to make personal contact with District's Board members. Any contact will constitute grounds for disqualification.

Questions regarding the RFQ/P should be directed to:

Colusa Unified School District
c/o Steven McGuckin, AIA
Measure A Bond Program Manager
(916) 553-4400
stevenm@capitalpm.com

3.10 Rights of the District

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

The District reserves the right to reject any or all SOQs, to waive any irregularities or informalities not affected by law, to evaluate each SOQ submitted, and to award a contract, if any, according to the SOQ which best serves the interest of the District at a reasonable cost to the District. Further, the District reserves the right to reject any and all SOQs and to negotiate contract terms with one or more respondent firms for one or more of the work items.

The Respondent's SOQ package, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.

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

SECTION 4 – MANDATORY REQUIREMENTS AND SEQUENCE OF STATEMENT OF QUALIFICATIONS

4.1 Mandatory Requirements

Entity must hold a General Building Contractor "B" License, which is current, valid and in good standing with the California Contractors State License Board. Entity must have the necessary qualifications to provide the design services in accordance with California law. Provide the following information for each license:

- Name of license holder exactly as on file
- License Classification
- License Number
- Date Issued
- Expiration Date
- Whether license has been suspended or revoked in the past five (5) years. If so, explain.

Entity must have had a minimum of seven (7) years of experience in providing L-LB and/or other relational project delivery construction services within corporate and/or school facilities. Each individual team member proposed for the team must have a minimum of five (5) years of experience in construction services within corporate and/or school facilities.

Entity and any proposed subcontractor(s) must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Provide registration number, date issued, and expiration date for Entity and any proposed subcontractor.

4.2 Financial Information

All financial information will remain confidential and is not open to public inspection. Provide the following financial information:

- A letter from a surety or insurance company stating bonding limit that can be applied to any upcoming project.
- A letter from insurance company indicating ability to provide insurance as noted in Section 4.1.
- Indicate current value of all work the Entity has under contract.
- Indicate Entity's current worker's compensation experience modification ratio (EMR).
- Latest audited or reviewed financial statement and/or annual report prepared by a CPA or a report from any commercial credit rating service, such as Dunn and Bradstreet or Experian.

4.3 Cover letter (1 page maximum)

- Provide a letter of introduction signed by an authorized officer of the Entity. If the Entity is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture.
- Authorized signature shall acknowledge the information contained within the proposal to be true and accurate.
- Include a brief description of why your Entity is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the Entity during the evaluation process.

4.4 Business Information

Please provide the following information:

- Company name
- Name(s) of owner
- Address
- Telephone
- Fax
- Website
- Name and email of main contact
- Federal Tax I.D. Number
- Contractors License(s)
- DIR Registration Number(s)
- Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each Entity.

- Certificate(s) of Insurance identifying the Entity's current insurance coverage.
- A brief description and history of the Entity, including number of years the Entity has been in business and date Entity was established under its given name.
- Number of employees (licensed professionals, technical support.)
- Location of office where the bulk of services solicited will be performed.
- Any State of California certification for your Entity's Small Business or Disabled Veteran Business Enterprise status.

4.5 Executive Summary: Approach and Entity Qualification

Outline your general management approach, including:

- Provide a statement demonstrating your Entity or team's ability to accomplish the scope of services in a comprehensive and thorough manner.
- Describe your Entity's approach to cost estimating, including some history of cost estimates versus actual bid amount, on three (3) school projects awarded in the last seven (7) years. Include at least two (2) examples of school facility modernization projects.
- Describe the approach to compliance with Program requirements and conformance with Federal/State/Local applicable code requirements.
- Describe your Entity's experience with L-LB and alternate delivery methods.
- Describe your Entity's approach to providing preconstruction services as outline in this RFQ/P.
- Demonstrate how your Entity incorporates the changing needs and priorities of a K-12 school district.
- Describe your Entity's experience with DSA and OPSC.
- Identify established methods and approaches utilized by your Entity to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.

4.6 Narrative of Relevant K-12 Project Experience and References

Provide a Comprehensive Narrative of the L-LB services offered by your Entity for programs and projects completed in the last seven (7) years on at least five (5) K-12 educational programs. Describe in detail your method and plan with an emphasis placed on innovative techniques likely to promote the goals stated in the RFQ/P, including the team's ability to work in a deeply collaborative manner. The narrative should include the following:

- Project name, type, program, and location
- Scope of project
- Description of project
- Beginning and end dates of project
- Comparative analysis of the initial program plan and the final outcome of the District's building program. Include schedule and cost data.
- Square footage
- Key individuals of the Entity involved and their roles in the project
- Any sub-consultants that worked with the Entity
- Provide references, including: district name with name and of contact person, title, telephone number, and email address to be contacted for a reference.

4.7 Staffing Resources and Key Personnel

The District expects that the team shall remain intact through the duration of the Program and/or Project(s). If a team member must leave, the District reserves the right to approve the replacement.

- Provide total number of professional staff employed by the Entity.
- Identify persons who will be principally responsible for working with the District. Indicate the role and responsibility of each individual, and how many years they have been with the company.
- 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 Entity would utilize resources from more than one office, indicate office locations and how work would be coordinated.

4.8 Fee Proposal

The SOQ must include a fee proposal in the form of a fee schedule that indicates the construction phase fee the Entity would charge as a percentage of the total cost of construction. For the purpose of developing this fee schedule, the Entity shall assume construction costs ranging \$1.5 to \$3.0 million per project, identifying the points at which the fee percentage decreases based on the project value. **Submit one (1) copy of fee proposal in a separate, sealed envelope.**

For Preconstruction Phase Services, Entity shall provide a complete schedule of hourly fees for its preconstruction team as further described herein. The Entity's negotiated preconstruction fee will initially include all services of the Entity throughout preconstruction, but will be amended to add the costs of the trade contractor services during the preconstruction phase as they are added to the team and their scope is determined.

4.9 Past Performance Record

Complete Exhibit "A" – Entity Information Questionnaire, attached hereto, and describe in detail the circumstances for each occurrence stated in the Exhibit, as applicable.

4.10 Statement of Non-Conflict of Interest

Complete Exhibit "B" – Statement of Non-Conflict of Interest Form, attached hereto.

4.11 Additional Data

Provide additional information about the Entity as it may relate to this RFQ/P, including information about, and the significance of, any other programs/projects not identified above, any previous contractual involvement with the District, or community involvement within the district that you feel is relevant. Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, and any other data that may assist the evaluation teams in understanding your qualifications and expertise.

SECTION 5 – CONTRACT REQUIREMENTS

5.1 Contract

The contract for L-LB Construction Services will be negotiated to provide Lease-Leaseback Construction Services and additional services as needed. The contract will be subject to termination according to its terms.

5.1 Insurance Requirements

Insurance requirements and limits will be determined on a per project basis. Furthermore, the requirements shall be specific to each phase (i.e. preconstruction and construction).

A. Preconstruction Phase Insurance Minimums:

Comprehensive General and Auto Liability Insurance and Contractor's Pollution Liability each with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- Owned, non-owned and hired vehicles;
- Broad form property damage;
- Products/completed operations; and
- Personal injury.

Workers' Compensation and Employer's Liability Insurance shall be maintained in accordance with provisions of the California Labor Code, adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Entity from claims under Workers' Compensation Acts which may arise from operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Entity upon or in connection with the services.

B. Construction Phase Insurance Minimums:

The Entity shall purchase and maintain, during the performance of all work under the Construction Services Agreement insurance in amounts as specified below in the Construction Services Agreement.

1. Commercial General Liability

Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(a) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)

(b) Commercial General Liability Insurance must include coverage for the following:

- (i) Bodily Injury and Property Damage
- (ii) Personal Injury/Advertising Injury
- (iii) Premises/Operations Liability
- (iv) Products/Completed Operations Liability
- (v) Aggregate Limits that Apply per Project
- (vi) Explosion, Collapse and Underground (UCX) exclusion deleted
- (vii) Contractual Liability with respect to this Contract
- (viii) Broad Form Property Damage
- (ix) Independent Contractors Coverage

2. Automobile Liability

(a) At all times during the performance of the work under the Construction Services Agreement the Entity shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non

owned and hired vehicles, in a form and with insurance companies acceptable to the District, in the amount specified in the Construction Services Agreement.

- (b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
 - (c) The automobile liability program may utilize deductibles, but not a self insured retention, subject to written approval by the District.
 - (d) All such policies shall name the District, the Board and each member of the Board, its officers, employees, agents and volunteers as Additional Insured under the policies.
3. Workers' Compensation/Employer's Liability
- (a) The Entity shall provide, during the life of this contract, workers' compensation insurance in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified in the Construction Services Agreement for all of its employees engaged in work under the Construction Services Agreement, on or at the site of the project, and, in case any of its work is sublet, the Entity shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Entity's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Entity shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Entity shall file with the District certificates of its insurance protecting workers.
 - (b) Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.
 - (c) Statutory Workers' Compensation and Employer's Liability Coverage: Entity shall maintain insurance to afford protection for all claims under the California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:
 - (i) The Voluntary Compensation Endorsement; and
 - (ii) Broad Form All States Endorsement; and
 - (iii) Waiver of Subrogation Endorsement.
4. Builder's Risk "All Risk" Insurance
- (a) At all times during the performance of the work, Entity shall maintain builder's risk insurance on an "all risk" completed value basis (including flood) upon the entire project which is the subject of the Construction Services

Agreement. Coverage shall include completed work as well as work in progress. Such insurance shall include the District as Loss Payee.

- (b) Such insurance may have a deductible clause but not to exceed the smaller of: five percent (5%) of the total amount of the Contract; or \$10,000.00 for all risks, except flood. The deductible for flood shall not exceed five percent (5%) of the total amount of the Construction Services Agreement.
- (c) Such policies shall name the District as Additional Insured.
- (d) The making of Sublease Payments or Sublease Prepayments to the Entity shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Entity or its subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to final acceptance of the work by the District.
- (e) The insurer shall waive all rights of subrogation against the District and shall provide a Certificate of Insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against the District.

5. Minimum Policy Limits Required

The following insurance limits are required for the Contract:

	<u>Combined Single Limit</u>
Commercial General Liability	\$3,000,000 per occurrence/5,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Builder's Risk	Completed value or replacement cost

6. Qualifying Insurers

- (a) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the minimum requirements.
- (b) Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

5.1 Bonding

Prior to entering into the L-LB Documents, the successful Entity will be required to furnish a Performance Bond in the amount of one hundred percent of the contract price, and a Payment (Material and Labor) Bond in the amount of one hundred percent of the contract price.

5.1 Prevailing Wages

Entities are advised that these projects are a public work for purposes of the California Labor Code, which requires payment of prevailing wages in effect at the time the contract is signed.

District will obtain from the Director of the Department of Industrial Relations (“DIR”) the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. Any Entity to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, and otherwise comply with applicable provisions of state law. (Education Code section 17424; Labor Code section 1720 et seq.)

The recent SB 854 made several changes to the laws governing how the DIR monitors compliance and enforcement with prevailing wage requirements on public works projects and requires contractors and subcontractors listed on the proposal to be registered with the DIR pursuant to Labor Code section 1725.5.

5.1 Fingerprinting Requirements

Unless exempted, Entities shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with students within the Colusa Unified School District. The Entity shall also ensure that any sub-consultants also comply with the requirements of Section 45125.1.

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM!

EXHIBIT A

ENTITY INFORMATION QUESTIONNAIRE

Please answer the following questions. If you answer yes to any of the questions, please provide explanation on a separate, signed sheet. For questions 3, 4, 6, 7, and 8, if yes, also state the project name, location, owner/contact person, telephone number, amount of dispute, and brief description of the situation.

- 1. Is the company or its owners connected with other companies as a subsidiary, parent, affiliate, or holding company?
 Yes No
- 2. Does the company have an ongoing relationship or affiliation with an equipment manufacturer?
 Yes No
- 3. Has the company (or any owner) ever defaulted on a contract forcing a surety to suffer a loss?
 Yes No
- 4. In the past five (5) years, has the company had any project with disputed amounts more than \$50,000 or a project that was terminated by the owner, owner's representative or other contracting party and which required completion by another party?
 Yes No
- 5. Has the company, an affiliate company, or any owner ever declared bankruptcy or been in receivership?
 Yes No
- 6. Has the company had arbitration on contracts in the past five (5) years?
 Yes No
- 7. Has the company been terminated for cause or convenience in the past five (5) years?
 Yes No
- 8. Does the company have any outstanding liens or stop notices for labor and/or materials filed against any contracts which have been done or are being done by the company?
 Yes No

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION SUBMITTED WITH THIS PROPOSAL IS TRUE AND CORRECT.

Signature: _____
Print name: _____
Title: _____
Date: _____

EXHIBIT B

COLUSA UNIFIED SCHOOL DISTRICT

STATEMENT OF NON-CONFLICT OF INTEREST

The undersigned, on behalf of the Entity set forth below (the "Entity"), does hereby certify and warrant that if selected, the Entity, while performing the services required by the Request for Qualifications and Proposal, shall do so as an independent contractor and not as an officer, agent or employee of the Colusa Unified School District ("the District").

The undersigned further certifies and warrants the following:

(1) No officer or agent of the Entity has been an employee, officer or agent of the District within the past two (2) years;

(2) The Entity has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;

(3) No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Agreement or shall become directly or indirectly interested financially in the Agreement;

(4) The Entity shall receive no compensation and shall repay the District for any compensation received by the Entity under the Agreement should the Entity aid, abet or knowingly participate in violation of this statement; and

(5) In support of Education Code Sections 35230-35240 during the selection process (from the date the RFQ/P is released to the conclusion of the selection process), if it is determined that any individual(s) who work(s) and/or represent(s) the Entity for business purposes communicates, contacts and/or solicits Board Members in any fashion, such Entity shall be disqualified from the RFQ/P selection process and from participating in any future RFQs and/or RFPs. This may also result in the removal of the Vendor, Firm, Contractor and/or Entity from any established Pre-qualified list, as well as the removal from the "interested vendors" list.

Signature: _____
Print name: _____
Title: _____
Date: _____