

Golden Valley Unified School District

Request for Qualification

Professional Construction Inspection Services

The Golden Valley Unified School District ("District") is seeking Statements of Qualifications from approvable DSA inspector(s) for professional construction inspections of various types of projects. Inspector(s) should demonstrate a thorough knowledge of construction types, construction materials, testing and reporting procedures, DSA procedures, scheduling and inspection techniques.

Inspectors must be approvable by the Division of the State Architect (DSA) and certified through a nationally recognized construction inspector's association.

All inspections shall be performed per the requirements of Part 1, Title 24, CCR, Section 4-333(b), Section 39151 and 81141 of the State Education Code, and the terms of service agreement between inspector and District. A copy of the District's service agreement is attached for reference.

Submission will be screened and categorized according to the types of projects for which inspection services will be required. The most qualified respondents, as determined by the District, may be interviewed for assignment to projects as projects are scheduled over the next three (3) year period.

Statements of Qualifications should include information specific to the respondent's qualifications and skills for various types and sizes of project(s), including experience and client list, as well as a proposed hourly fee and rate schedule. To include all overhead costs, **all submissions must be signed by the individual or officer authorized to make said representations. Projects in which this RFQ may be utilized include; New Elementary School, Elementary School Modernization, High School Modernization, Middle School Modernization, Relocatable Buildings, Modular Buildings, Site Alterations, Parking Lots, and Playcourts.**

All inspectors who have had previous contracts with the District must certify that all District Projects are closed with DSA Certification or validate DSA Certification is eminent. Failure to do so may disqualify respondent.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. All worker employed on public works projects must be paid the prevailing wage determined by the Director of Industrial Relations, according to the type of work and location of the project. Project inspectors approved by the Division of State Architect (DSA) are subject to registration; however there is no craft that claims this work, and prevailing wages are not for DSA-approved project inspectors on Public Works projects.

Participation by Disabled Veteran Business Enterprises (DVBE) is encouraged. Inspectors desiring to be assigned to State Allocation Board (SAB) funded projects must comply with SAB requirements related to DVBE by submitting with his/her/their qualification statements, Forms 515 PB and 515 GFE. A business enterprise with no opportunity for subcontracting or purchasing of supplies must provide a narrative on Form 515 GFE explaining this and be able to demonstrate its inability to subcontract or purchase supplies if an audit occurs. A DVBE cannot self-certify. An Officer of Small and Minority Business (OSMB) letter must be attached to the Form 515 PB and submitted with your statement. The participation goal is 3%.

Statements of Qualifications shall be sealed in an envelope that is clearly identified as RFQ, Professional Construction Inspection Services. Statements must be filed with Golden Valley Unified School District, Business Services Department, 37479 Avenue 12, Madera, CA 93636 no later than 4:00:00 P.M. on Thursday, September 20, 2018. Statements received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (FAX) copies of statements will not be accepted. Each person or firm providing a Statement of Qualifications shall provide an original plus four (4) copies.

Any questions regarding this request for qualifications may be directed to Mike Berg at (559) 906-4100. Respondents are directed not to make contact with District employees other than the individuals listed above.

Publication: 8/25/18 and 9/1/18

Golden Valley Unified School District Agreement for Construction Inspection Services

This Agreement for construction Contract Inspection Services ("Agreement") is made and entered into by and between Golden Valley Unified School District ("District") and _____ ("Inspector"), with respect to the following recitals;

- A.** Inspector shall provide professional construction inspection services for the Project identified as _____
- B.** Inspector is an independent contractor competent to perform the construction contract inspection services contemplated by this Agreement. Inspector represents and covenants that Inspector is familiar with all requirements of law to serve as project inspector and has or can obtain the approval of the Division of State Architect to perform the construction contract inspection services contemplated by this Agreement. (See 21 CAR §33.)
- C.** Inspector represents that inspector meets all California Division of State Architect requirements for the project assigned.
- D.** District desires to employ Inspector and Inspector desires to perform work for District in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

- 1. Recitals.** The recitals set forth above are true.
- 2. Inspection Services.** In accordance with the Project plans and specifications ("the Contract Documents") and technical guidance by the Project Manager and/or Architect/Engineer, Inspector agrees to provide the services described in this Agreement in a professional and competent manner and in accordance with the terms of this Agreement for the project described as: ("the Project").
- 3. Terms.** The term of this Agreement shall be from _____, to thirty (30) days after filing of the Notice of Completion of the Project with the Fresno county Recorder, unless Inspector's services are terminated earlier in accordance with paragraph 11.
- 4. Payment.** District agrees to pay Inspector for satisfactory services rendered at the rate of \$_____ per hour up to a total maximum payment of \$_____. Inspector shall record all hours worked in Inspector's weekly activity report which shall be submitted to the District on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to District. The invoices must show the number of hours worked, the District purchase order number, the project name and location and must contain the Inspector's original signature on all copies. Inspector's failure to maintain required records or to properly submit invoices may result in non-payment or late payment to inspector. A five per-cent (5%) retention will be held until all final verified reports are submitted to the Architect/Engineer, DSA, and the Owner.
- 5. DSA Approval.** Inspector acknowledges that District is required to obtain the approval of the Division of State Architect ("DSA") prior to necessary to obtain DSA approval in a timely manner.
- 6. Duties and Conduct of the Inspector.** The Inspector shall assure the District and the Architect/Engineer that the contractor, all agents, employees and subcontractors of contractor and all persons performing work on the Project and performing the work in accordance with the plans, specifications and other Contract Documents pertinent to the Project by personally providing competent, adequate, and continuous inspection of the Project during all stages of construction. The Inspector shall keep the Contractor informed during the work and shall safeguard the interest of the District in the construction of the Project. The Inspector shall function as the District's on-site representative to ensure that the Contract Documents are followed by the Contractor in the construction of the Project. The Inspector shall perform the following duties:

- a.** Be familiar with the Project plans and specifications and other contracting Documents and the Contractor's operations during all phases of the Project.
- b.** Personally observe, check, and measure items used in the Project for compliance with the Contract Documents and technical instructions from the Architect/Engineer.
- c.** Maintain a daily report (form furnished by District) describing the general work performed by the Contractor, noting problems, rejections of materials or work and unusual events. The report should be filled daily, tersely, and factually. The report should reflect the Contractor's activities each day. Reports shall be submitted in electronic format and paper copy.
- d.** Relay instructions from the District and the Architect/Engineer.
- e.** Actively assist the Contractor in securing decisions and clarification from the Architect/Engineer.
- f.** Supervise on-site testing and ensure that all required tests are performed by the competent testing laboratory. Contractor or Engineer as specified in the Contract Documents. Check and report laboratory test to the District and the Architect/Engineer indicating defective materials or other problems and seek instructions regarding how to proceed. Check billings from testing laboratories to see that billings reflect only tests actually requested and performed.
- g.** Check Contractor's estimate of work completed for partial payments based on the approved costs segregation. Maintain a progress schedule to reflect work completed versus contract time.
- h.** Advise the District and the Architect/Engineer of circumstances surrounding requested changes in work.
- i.** Make sure that required record drawings are accurately marked up daily or as required. As-Built record drawings are submitted with monthly reports.
- j.** Report to the District and Architect/Engineer verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the District's interest; and (3) work performed or materials used which are not in conformance with the Contract Documents.
- k.** Assist the District and the Architect/Engineer in the final inspection and project acceptance phase.
- l.** Certify at completion of construction on acceptable forms that all materials used were in good and acceptable conditions and comply with the Contract Documents, that all work was performed in accordance with the Contract Documents and that the project was constructed according to the Contract Documents.
- m.** Perform all duties within Inspector's expertise requested to be performed by the District within the limits stated herein this Agreement.
- n.** Upon request, provide the District with a written report regarding Contractor's performance of the Project.
- o.** Maintain an effective working relationship with the Contractor, District personnel and Architect/Engineer.
- p.** Be tactful, firm, and fair in Inspector's insistence that Contractor adhere to the Contract Documents.

- q.** Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.
- r.** Attempt to foresee the need for all required tests and inspections.
- s.** Timely arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect/Engineers of the result of the tests and inspections, and record Architect/Engineer's approval or rejection upon notification by said Architect/Engineer that he has seen said test results.
- t.** District recognizes that Inspector cannot direct Contractor to stop work for any reason. Should Inspector discover unapproved work he should immediately advise Contractor, District and/or Architect/Engineer of such discovery.
- u.** Insure that Architect/Engineer's verbal instructions to the Inspector during field supervision trips are written in the Inspector's Daily Log (daily report form) for that day or in the Field Instruction Sheet.
- v.** Be responsible for slump tests, for taking concrete test cylinders for each concrete pour, marking them for identification and delivery to testing lab, notwithstanding the following conditions; Inspector shall perform these said duties if a testing and inspection laboratory service is not hired for the Project, or if Project warrants, Inspector shall be responsible to notify the appropriate testing and inspection laboratory service to the work.
- w.** Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect/Engineer of their readiness for examination, record Architect/Engineer's approval or rejection; and maintain custody of approved samples.
- x.** Inspect all materials before inclusion in the work and verify that said materials are in good and acceptable condition and that they are in accordance with the Contract Documents.
- y.** Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.
- z.** Coordinate construction activities with District site and personnel.

7. Restriction on the Inspectors Authority. In the performance of the duties required by this Agreement, the Inspector exercises limited authority defined in this Agreement and shall work under the guidance of the District's Project Manager and/or the Architect/Engineer. The Inspector should not:

- a.** Authorize deviations from the Contract Documents;
- b.** Avoid conducting any required tests;
- c.** Enter the area of responsibility of the Contractor's field superintendent;
- d.** Expedite the job for the Contractor;
- e.** Advise on, or issue directions relative to any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f.** Approve shop drawings or samples
- g.** Authorize or advise the District or to occupy the Project, in whole or in part, prior to final acceptance of the Project.
- h.** Interfere in Contractor/Subcontractor relationships.

8. Independent Contractor Status. Inspector and any and all agents and employees of Inspector shall perform the services required pursuant to this Agreement as an Independent contractor, not as officers, employees, or agents of the District. In the performance of such services, Inspector agrees to exercise discretion and independent judgment to the best of Inspector's capability. Payments to the Inspector pursuant to this Agreement will be reported to state and federal tax authorities as required. The District will not withhold any sums from compensation payable to Inspector. Inspector is independently responsible for payment of all taxes.

9. Indemnity. Inspector shall not be liable for the negligent acts or omissions of District Contractor, Architect or others involved in the Project; however, Inspector shall indemnify, defend and save the District, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including attorney's fees and costs incurred in connection with or in any manner arising out of the negligent acts or omissions of Inspector.

10. Wage Rates. Pursuant to the provisions of Article 2 commencing with section 1770 of the Labor Code, the governing body of the DISTRICT has ascertained the general prevailing rate of per diem wages for each craft, classification, or type of work needed to execute the Contract in the locality in which this public work is to be performed. The general prevailing rates of per diem wages are available at the DISTRICT office. In the event that the listed or posted rates are in error, CONTRACTOR is responsible to pay those rates determined to be applicable by the Director of Industrial Relations, and DISTRICT shall not be responsible for any damages arising from the error.

When permitted by law, holiday and overtime work shall be paid at a rate of at least one and one-half times the specified rate of per diem wages, unless otherwise specified.

Each worker of the CONTRACTOR and any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor and such workers.

Each worker needed to execute the Work on the Project shall be paid travel and subsistence payments, as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations, in accordance With Labor Code Section 1773.1.

As a penalty, the CONTRACTOR shall forfeit not more than fifty dollars (\$50.00) for each calendar day any worker is paid less than the established prevailing wage rates for the work or craft in which the worker is employed by CONTRACTOR on the project. The difference between the established prevailing wage rates and the amount paid to each worker for each whole or partial calendar day for which each worker was paid less than the established prevailing wage rates, shall be paid to each worker by the CONTRACTOR.

Any worker employed to perform work on the Project which is not covered by any classification available in the DISTRICT office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

Pursuant to Labor Code Sections 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay.

CONTRACTOR and each subcontractor shall keep or cause to be kept accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR and/or each subcontractor in connection with this Project. All payroll records shall be made available for inspection as provided by Labor Code Section 1776. It is the responsibility of CONTRACTOR to comply with all the provisions of Labor Code Section 1776. Certified Payroll records shall be delivered as directed by the DISTRICT to the DISTRICT'S Facilities Planning Office, 4605 N. Polk Avenue, Fresno, CA 93722.

At appropriate conspicuous points on the site of the Project, CONTRACTOR shall post a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

11. Workers' Compensation Insurance. In accordance with the provisions of Labor Code Section 3700, shall provide at its sole cost and expense, workers' compensation insurance for all of its employees. In this respect, Inspector shall sign and file with the District the following certification prior to performing any work under this contract/agreement Reference Attachment A)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with those provisions before commencing performance of the work covered by this contract/agreement.

12. Termination of Agreement. Either District or Inspector may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the other party. In such event, Inspector shall be paid for satisfactory work performed to the date of termination.

13. Assignment/Subcontractors. This Agreement is personal and shall not be assigned or subcontracted by Inspector either in whole or in part to an employee or others without prior written approval of District. Any purported assignment or subcontracting without prior written approval of District shall void this contract.

14. Change Orders. District may issue change orders to the service to be performed under this agreement at any time prior to the completion of such services. If the District issues a change order which could result in the parties exceeding the maximum payment due Inspector, the parties shall renegotiate Inspector's compensation. Changes in services to be performed or payments to be made shall be set forth in a written agreement signed by both parties.

15. Notices. All payments and any notices or communication under this Agreement shall be in writing and shall be deemed to be duly given if served forty-eight (48) hours after the same has been deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the care of:

Inspector:

District: Golden Valley Unified School District
Business Services
37479 Avenue 12
Madera, CA 93636
Attention: Maureen Hester

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Binding Effect. This Agreement shall inure to the benefits of and shall be binding upon the Inspector and the District and their respective successors and assigns.

18. Severability. If any provisions of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Amendment. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20. Entire Agreement. The Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not

specified in this Agreement. Inspector, by the execution of this agreement, acknowledges that Inspector has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

21. Compliance with Law. While performing the services contemplated by this Agreement, Inspector agrees to comply with all applicable laws and regulations, including but not limited to Education Code Sections 39140 through 39156 and 21 CAR §42.

22. Requests. Inspector agrees to timely and properly complete "Daily Report Form" as furnished by District and as requested by the Project Manager and/or the Architect/Engineer or as required by law (See 21 CAR §42). In addition, Inspector agrees that said report and other records created or maintained by Inspector except his personal daily log shall be the District's sole property. Inspector agrees District will be given the opportunity to review and copy any and all parts of his personal daily log on the Project if in District's opinion such review and said copy/copies is/are necessary.

The parties have executed this Agreement by the signatures of their authorized representatives on the dates indicated.

Date _____

INSPECTOR

By _____
(Signature)

(Type/Print Name)

Title _____

Date _____

GOLDEN VALLEY UNIFIED SCHOOL DISTRICT

By _____
(Signature)

(Type/Print Name)

Title _____

**CONTRACTOR'S CERTIFICATE
REGARDING PREVIOUS CONTRACTS WITH THE DISTRICT
TO BE EXECUTED AND SUBMITTED WITH BID**

I certify one of the following:

_____ I have inspected no previous contracts with Golden Valley Unified School District.

_____ I have inspected previous contracts with Golden Valley Unified School District, and all Projects are closed with DSA Certification.

_____ I have inspected previous contracts with Golden Valley Unified School District, and all Projects are either closed with DSA Certification or DSA Certification is eminent. I have attached substantiating documentation for those projects in which DSA Certification is eminent.

CONTRACTOR

By _____

Type/Print Name

Title

Date

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS COMPENSATION
TO BE EXECUTED AND SUBMITTED WITH BID**

Labor Code Section 3700 Provides:

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees'

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self- insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

CONTRACTOR

By _____

Type/Print Name

Title

Date

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

DVBE POLICY

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOAL

Definitions

The term “Disabled Veteran Business Enterprise” (DVBE) means a business concern that is certified as a DVBE by the Office of Small and Minority Business.

The term “contract” means an agreement awarded by a school district in which all or part of the funding provided is required to meet DVBE Participation Goals.

The term “bidder” means any person or persons, firm, partnership, corporation or combination thereof that makes an offer, competitive or noncompetitive, with the intent of forming a contract with one or more school districts.

Disabled Veterans Business Enterprise Goals

In addition to the school districts contracting requirements, potential contractors seeking to enter into contracts with school districts for labor, services, materials, supplies, equipment, construction, alteration repair or improvement shall be required to meet a 3 percent participation goal for certified DVBE’s or demonstrate that a good faith effort was made to meet the goal.

In order for any sole proprietorship, partnership, corporation or other enterprises to obtain certification or to be counted toward meeting the DVBE contract goals, such business concern must possess current and valid certification as a DVBE through the Office of Small and Minority Business.

For contracts awarded by competitive bid, a bidder must demonstrate fulfillment of this requirement at or prior to the time of bid opening in order to qualify as a responsive bidder. For contracts not awarded by competitive bid, a potential contractor must demonstrate fulfillment of this requirement prior to entering into the contract.

Any bidder meeting the 3 percent participation goal for DVBE’s may be eligible for award of a school district contract. If a bidder is unable to meet the 3 percent participation goal, the bidder is to demonstrate a good faith effort by submitting documentation of the following actions:

- Contact was made with the school district to identify DVBE’s;
- Contact was made with other state agencies and with local DVBE organizations to identify DVBE’s;
- Advertising was published in trade papers and papers focusing on DVBE’S
- Invitations to bid were submitted to potential DVBE contractors; Available DVBE’s were considered.

The school district shall evaluate the effort made by the bidder to seek out and consider DVBE’s as potential subcontractors, and/or material or equipment suppliers. In evaluating such effort, the school district shall consider documentation of the actions specified above. Based on the evaluation, the school district may make a finding that the 3% DVBE participation goal or the good faith effort requirement has been met. The school district finding in this regard is subject to audit by OPSC. A bidder is eligible for award of a school district contract upon a finding by the school district that a 3% DVBE participation goal or good faith effort to meet the participation goal has been achieved.

If a bidder fails to meet either the goal or a good faith effort to meet the 3% goal, such bidder will be deemed not to be a responsive bidder for purposes of the school district’s evaluation of an award of contract and will be ineligible for an award.

SUBSTITUTIONS

Substitutions

If awarded the contract, the successful bidder must use the DVBE subcontractor and/or supplier proposed in its bid unless the contractor requested a substitution from the school district prior to the execution of the contract and the District has approved such substitution. At a minimum, the request must include:

1. A written explanation of the reason for the substitution,
2. The identity of the person or firm substituted, and
3. Satisfactory evidence that the Contractor has made a good faith effort to satisfy DVBE contract participation certified in the bid.

The school district's approval or disapproval of the substitution is not to be construed as an excuse for noncompliance with any other provision of law including, but not limited to, the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors.

FAILURE TO ADHERE TO AT LEAST THE DVBE PARTICIPATION PROPOSED BY THE SUCCESSFUL BIDDER MAY BE CAUSE FOR CONTRACT TERMINATION AND RECOVERY OF DAMAGES UNDER THE RIGHTS AND REMEDIES DUE THE DISTRICT UNDER THE DEFAULT SECTION OF THE CONTRACT.

PART II — ADVERTISEMENTS You must make at least two (2) advertisements, on (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm’s name, your firm’s contact person, and phone number.

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART III — SOLICITATIONS List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use separate page and attach to this form.

IF THE DVBE	THEN		AND...
Was selected to participate	Check “yes” in the “SELECTED” column, include the applicable dollar amount in Part III of the Form SAB 515PB		Include a copy of their DVBE letter from OSMB
Was not selected to participate	Check “no” in the SELECTED” column		State why in the “REASON NOT SELECTED” column
Did not respond to your solicitation	Check the “NO RESPONSE” column		
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED YES NO		REASON NOT SELECTED

IMPORTANT NOTE:

Please be aware that certification of the “Good Faith Effort” may only be made by completing Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I _____ certify that I am the bidder’s Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. Further, I acknowledge that the school district, not the SAB/OPSC, is responsible for determining compliance with the DVBE Program. In making this certification, I am aware of Section 12650 et. seq. of the Government Code providing for the imposition of treble damages for making false claims.

Signature of Chief Executive Officer Date

Date

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN
BUSINESS, ENTERPRISE PARTICIPATION**

To Be Completed by the Prime Bidder

PART I — IDENTIFICATION

BIDDER'S NAME:	BUSINESS ADDRESS:	TELEPHONE NO:
SCHOOL DISTRICT:		COUNTY:

GENERAL INSTRUCTIONS

The District requires that all contracts awarded must meet a DVBE participation goal of not less than 3 percent of the contract amount or if your firm cannot meet the 3 percent DVBE participation goal, you must demonstrate a good faith effort to attempt to meet the 3 percent participation. The District is responsible to assure compliance with the DVBE program

PART II — METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS — Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount. If no box can be checked, your bid/proposal may be deemed non-responsive and disqualified.

NOTE: Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. _____ is Disabled Veteran owned and your force will perform at least 3 percent of this contract	will include a copy of your DVBE letter from the Office of Small Minority Business (OSMB).	
B. _____ is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces	will use DVBE subcontractors/suppliers to bring the contract participation to at least 3 percent	will include copy of each DVBE's letter from OSMB (including yours, if applicable).
C. _____ is not Disabled Veteran owned	will use DVBE subcontractors/suppliers fir at least 3 percent of this contract	
D. _____ is unable to meet the required Participation goals	will complete a Good Faith Effort to obtain DVBE participation	will include the form Prime Bidder's Good Faith Effort Worksheet

NOTE: An Office of Small and Minority Business (OSMB) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through OSMB and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed non-responsive and may be ineligible for award of the contract.

PART III — DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL — Architectural, engineering, environmental, land surveying management firms complete this part after selection by the district and before the contract is signed.

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by non-DVBE firms Note: This line is the sum of the prime and subcontractor(s) non-DVBE dollar Note: This line is the sum of the prime and subcontractor(s) non-DVBE dollar participation.
- E. Enter the Sum of the column totals from Line C and Line D. Note: Please be Aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime bidder, if DVBE (Own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontract or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						