

Quality BiddersSM Software Services Agreement

This Software Services Agreement ("Agreement") is entered into on February 9, 2021 ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 12841 Newport Ave, Tustin, California 92780 ("Colbi"), and La Cañada Unified School District, having its principal place of business at 4490 Cornishon Ave., La Cañada, CA 91011, ("Customer").

1. Software Services Provided by Colbi. In support of Customer's building program and during the Term of this Agreement, Colbi will provide Quality BiddersSM software services ("Services") as set forth in Exhibit A (Exhibits).

2. Customer License Grant. Subject to the terms and conditions of this Agreement, Colbi grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi intellectual property included or embodied therein, in each case, solely for Customer's own internal business purposes, and subject to the terms and conditions of this Agreement. Customer's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer other than as expressly set forth herein.

3. License to Host Customer Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term license to host, copy, transmit and display Customer data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to Customer data.

4. License to Use Feedback and Summarized Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services. Customer authorizes Colbi to use Customer summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.

5. Customer Responsibilities. Customer shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.

6. Fees and Payment Terms. Customer shall pay to Colbi all fees in accordance with the terms specified in Exhibits. All payments are due and payable within 30 days upon receipt as shown on the invoice from Colbi. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Customer. Customer agrees to pay all such taxes, duties or charges immediately upon receipt of an invoice from Colbi or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 18% per annum.

7. Invoices. Following the service commencement date as defined in Exhibits, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.

8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. Colbi does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibits, excluding scheduled maintenance and updates (also as described in Exhibits). Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. Colbi agrees to backup Customer's data nightly. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibits.

9. Limitations of Liability. In no event shall Colbi be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement,

even if advised of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy. In no event shall Colbi be responsible for loss of data or records of Customer or any third party beyond the 30-day backup period included in the Services, unless Customer purchases extended backup. Customer shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on Colbi's willful misconduct, the maximum aggregate liability of Colbi under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at the time of the occurrence of the event(s) giving rise to the claim.

10. Indemnity

10.1 Indemnity by Colbi. Colbi shall defend Customer against any third-party claims arising out of (i) Colbi's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section.

10.2 Termination for Infringement Claim. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

10.3 Indemnity by Customer. Customer shall defend Colbi against any third-party claims arising out of (i) any actual or alleged Customer negligence, willful misconduct, or violation of law, (ii) any breach by Customer of this Agreement, or (iii) any violation of Customer's agreement with Client or Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to Customer. Customer may settle, at its sole expense, any claim for which Customer is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.

11. Suspension of Services. Colbi may suspend Services without liability if: (i) there is an attack on servers providing Customer Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give Customer advance notice of a suspension, if possible.

12. Term and Termination

12.1 Term. The initial term of this Agreement begins on the date set forth in Exhibits and continues for a one year period ("Initial Term"). This Agreement will continue for successive one-year periods ("Extended Term"), unless either party gives written notice of its intention not to renew at least 30 days in advance. There are a maximum of four (4) Extended Terms periods, at which point this Agreement may be renewed with written agreement of both parties.

12.2 Termination of Agreement. Colbi may terminate this Agreement prior to the expiration of the Term if Customer fails to pay any fee, charge or any other amount owed by Customer to Colbi within 15 days after Colbi notifies Customer that Customer is in default of this Agreement if Customer fails to cure the default within such 15-day period. Customer may terminate this Agreement if Colbi fails to cure any default of this Agreement within 30 days of written notice.

12.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, all licensed rights granted to Customer under paragraph 2 pursuant to this Agreement shall terminate immediately. Expiration or termination of this Agreement will not relieve Customer of its obligation to pay any undisputed fees or other undisputed payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, and 15 shall survive and continue in full force and effect after expiration or termination of this Agreement.

13. Notices. All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered mail, postage prepaid, return receipt requested

14. Force Majeure. Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

15. General Provisions. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.



Lettie Boggs, CEO

January 26, 2021
Date

01-0679534
Federal I.D.#

La Cañada Unified School District

Name Mark Evans
Associate Superintendent of Business &
Administrative Services
Title

February 10, 2021
Date

EXHIBIT A

Quality BiddersSM Software Services

During the term of this Agreement, Colbi will provide Quality BiddersSM software services as described below. Services include the following:

Managed Services

- Provide standard on-line bidders questionnaire
- Monitor, manage, and remediate network and servers including administration infrastructure
- Site availability monitoring and remediation
- Data backup and recovery with 30-day retention
- Enforce commercially reasonable data security

Support Services

- Application updates to Quality BiddersSM
- Live phone support during normal business hours (Pacific Standard Time)¹.
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below Classification and Resolution of Issues.
- Best Practice Advisories and Alerts

Fees for Services

- One-Time Implementation Fee: \$2,500
- Annual Software Service Fee: \$10,500 per year
- Pre-Qualification Application Review Fees: Billed at \$85/hour
 - Colbi will review submitted applications including, submitted financials, license and registration, and will conduct reference checks using standardized questions for a minimum of two recently completed projects. Colbi will document review and reference checks and mark each application as ready for final determination by the Customer based on score.
- CUPCCAA Review Service Fee: \$5,000.00 per year
 - Colbi will provide daily monitoring of CUPCCAA registration applications. Colbi will register contractors for Customer informal bidding based on our ability to verify Contractor License and DIR registration. During the month of November, Colbi will mail out a written notice on behalf of the Customer, to construction trade journals designated by DIR for the District, inviting all licensed contractors to submit registration applications for inclusion on the Customer's CUPCCAA informal bidding list for the next year.

Service Commencement Date: February 10, 2021

Availability

Colbi commits to 99.9% uptime and availability of Quality BiddersSM software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime (as defined below).

Classification and Resolution of Issues

Colbi will classify, respond to and resolve a reported technical issue (an "Issue") with Quality BiddersSM software that cannot be resolved immediately through phone support as follows:

- **Severity 1 Issues:** Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
 - Quality BiddersSM software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
 - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
- **Severity 2 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
 - Non-critical software features or operations are not functioning correctly, but do not impact the entire

¹ Excludes weekends and holidays.

- software application or all users.
 - Provide (or remove) access for Customer authorized users, reset Customer account passwords, or unlock Customer accounts.
 - Emergency backup or backup restoration
- **Severity 3 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.
 - Minor bug fixes.
 - An incident with little impact on data or user experience and can be handled on a scheduled basis.
 - Problems affecting small group of users.

Monitoring

In order to support the 99.9% Uptime Commitment as defined below, Colbi proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the Colbi Support Team, who will resolve the issue according to severity.

Hours of Operation

- Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays²)
 - During standard operating hours Colbi will respond to Severity 1, Severity 2 and Severity 3 Issues.
- After-Hours Operation: 5:00 PM - 8:00 AM Monday - Friday, weekends, and holidays⁵
 - Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.

Requesting Support

- Authorized Users may submit a support case, or issue, through the Colbi helpdesk by emailing to qbsupport@colbitech.com
 - Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve.
- Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours.
 - Questions on how to use the software are answered quickly and may involve live on-screen assistance;
 - Any Issue not resolved during the phone call will be assigned a Support Case for Issue resolution.

Maintenance and Updates

High-quality service and availability requires Colbi to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to Quality BiddersSM may be suspended — suspension of access for scheduled maintenance and updates does not constitute “Downtime.” Colbi's goal is to minimize the impact of downtime and potential outages on Customer. Unless Colbi is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Customer will be notified in advance in the event that maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1 st and 3 rd Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3 rd Saturday 10PM Sat thru 10AM Sun PST

² Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Eve, Christmas, New Year's Eve. If a holiday falls on a weekend, an adjacent weekday is observed as a holiday.

Support Document

Pre-Qualification Questionnaire

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Step 1 — Pre-Qualification

Contractor Information

- Firm Name*
- Contact Person*
- Address*
- Phone Number*
- Fax Number
- Email Address*
- Contractor's License Number*
 - Program links to Contractor's State License Board page for that license number
- Drop down menus to enter multiple License Classifications*

Business Certifications

Select at least one business certification*:

- Minority Business (MBE)
- Disadvantaged Business (DBE)
- Disabled Veteran Business (DVBE)
- Women Owned Business (WBE)
- Small Business (SBE)
- None

Qualification

Answer the Yes/No questions:

1. Does Contractor possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?*
2. Does Contractor have a liability insurance policy in accordance with minimum State requirements?*
 - If yes, a drop down form opens requesting amount of coverage.
3. Does Contractor have current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et Seq.?*
4. Has your firm or any of its owners or officers ever been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?*
5. Has any contractor's license held by your firm, or its responsible managing employee ("RME") or responsible managing officer ("RMO") been suspended or revoked at any time in the last five years?*
6. Has your firm registered using the Department of Industrial Relation's Public Works Contractor Online Application System as required by SB 854?*
 - If yes, drop down forms opens requesting more information (Contractor Registration Number* and Expiration Date*).

[†]Numbering is for reference only.

Step 2 — General Requirements

Business Structure

7. Select Business Type (drop down menu):
- Corporation (date Incorporated*, under the laws of what state*)
 - Partnership (date of formation*, under the laws of what state*)
 - Sole Proprietorship (date of commencement of business*, person's name*, construction company*, dates of person's participation with company*).

Business Information

8. Please upload a copy of your latest reviewed or audited financial statement with accompanying notes and supplemental information. (Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is no more than 25 percent of the qualifying amount provided in section 14837(d)(1). As of January 1, 2001, the qualifying amount is \$10 million, and 25 percent of that amount, therefore, is \$2.5 million.)

Note: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.*

- A checkbox is featured; By checking this box, I certify that my business qualifies as a small business as defined in GC 14837(d)(1) and an exempt from this requirement. If checked the Financial Statements upload form is removed.
9. Has your firm or any firm with which any of your company's owners, officers or members was associated, ever been disbarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?*
- If yes, a drop down form opens requesting more information (name of company*, name of the person within your firm who was associated with that company*, year of event*, owner of the project*, project name*, and basis for the action).
10. Has your firm ever been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?*
- If yes, a drop down form opens requesting more information (year of the event*, name of owner*, project name*, and basis for the finding by the public agency).
11. The following three questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about pass-through disputes in which the actual dispute is between a subcontractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

[†]Numbering is for reference only.

12. Has any claim against your firm concerning your firm's work on a Construction project ever been filed in court or arbitration?*
- If yes, a drop down form opens requesting more information (project name*, date of claim*, name of claimant*, brief description of the nature of the claim, the court in which the case was filed*, a brief description of the status of the claim).
13. Has your firm ever filed a claim in court or arbitration against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?*
- If yes, a drop down form opens requesting more information (project name*, date of claim*, name of entity (or entities) against whom the claim was filed*, brief description of the nature of the claim, the name of the court in which the case was filed*, brief description of the status of the claim).
14. Has your firm had a contract for a public work of improvement that was terminated for cause by a public agency? Note: you need not answer yes if the public entity terminated the contract for convenience.*
- If yes, a drop down form opens requesting more information (owner's name*, name of your bonding company*, original contract value*, value of the work terminated*, brief explanation of the circumstances leading to the termination).
15. Has your firm ever agreed with a public entity that your firm would not bid on future projects advertised by the public entity for a specified period of time?*
- If yes, a drop down form opens requesting more information (name of public entity*, year of agreement*, period of time during which your firm agreed not to bid*).
16. Has any surety company ever made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?*
- If yes, a drop down form opens requesting more information (amount of such claim*, name of claimant*, telephone number of claimant*, date of claim*, grounds for the claim, present status of claim*, date of resolution of such claim if resolved*, method by which claim was resolved if resolved*, nature of the resolution*, amount of resolution*).
17. Has your firm or any of its owners, partners or members ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?*
- If yes, a drop down form opens requesting more information (name of people involved*, name of public agency*, date of investigation*, grounds for the finding, name of claimant*, telephone number of claimant*).
18. Has your firm or any of its owners, partners or members ever been convicted of a crime involving any federal, state, or local law related to construction?*
- If yes, a drop down form opens requesting more information (name of people involved*, name of public agency*, date of conviction*, grounds for conviction).

*Numbering is for reference only.

19. Has your firm or any of its owners, partners or members ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?*
- If yes, a drop down form opens requesting more information (name of person or persons convicted*, name of the court (include the name of the county if a state court or the district or location if federal court)*, year of the event*, description of criminal conduct).
20. Within the last five years, has your firm been denied bond coverage by a surety company, or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required?*
- If yes, a drop down form opens requesting more information (date when your firm was denied coverage*, name of company or companies which denied coverage, the period during which no surety bond was in place*).
21. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?*
- If no, please upload a statement from your workers' compensation insurance carrier verifying coverage for the last five years (include dates and policy numbers on carrier letterhead) by pressing the 'ADD STATEMENT' button. If your firm has been in business for less than five years, upload a statement from your workers' compensation insurance carrier verifying continuous coverage for the period your firm has been in the construction business.*

[†]Numbering is for reference only.

Step 3 — History and Performance***Company History***

22. Has there been any change of more than 10 percent in ownership of the firm at any time during the last three years? Note: A corporation whose shares are publicly traded is not required to answer this question.*
- If yes, a drop down form opens requesting more information (year of change in ownership* and area to provide explanation).
23. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?*
- If yes, a drop down form opens requesting more information (area to provide explanation).*

Note: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner or officer of your firm holds a similar position in another firm.

24. Are any corporate officers, partners or members connected to any other construction firms?*
- If yes, a drop down form opens requesting more information (area to provide explanation).*

Note: include information about other firms if an owner, partner or officer of your firm holds a similar position in another firm.

25. Gross revenues (drop downs to add three or more years of gross revenues) If your firm has not been in business for three years, enter \$0 for the gross revenue amount of prior years. Press the 'ADD GROSS REVENUE YEAR / AMOUNT' button to add revenues for each year.*
26. How many years has your organization been in business in California as a contractor under your present business name and license number?*
- Drop down selection menu
27. Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed*
- If yes, an upload form is added to attach bankruptcy petition by pressing the 'ADD BANKRUPTCY PETITION' button.
28. Was your firm in bankruptcy at any time during the last five years? If so, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued*
- If yes, an upload form is added to attach bankruptcy petition or discharge order.

[†]Numbering is for reference only.

Licenses

29. If any of your firm's license(s) are held in the name of a corporation, partnership, or limited liability company, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
- A text box is provided to enter the required information.
30. Has your firm changed names or license number in the past five years?*
- If yes, drop down area opens to provide explanation, including the reason for the change.
31. Has any owner, partner, member or (for corporations or limited liability companies) officer of your firm operated a construction firm under any other name in the last five years?*
- If yes, drop down area opens to provide explanation, including the reason for the change.

Disputes

32. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?*
- If yes, drop down opens: Enter information about projects in which your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner. Press the 'Add Project' button to add additional projects. Each drop down form is requesting name of project*, owner's name*, owner's address*, date of completion of the project*, amount of liquidated damages assessed*, further explanation*.
33. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?*
- If yes, a drop down form opens requesting more information (name of insurance carrier*, form of insurance*, year of the refusal*).
34. In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm?*
- If yes, a drop down form opens up requesting more information (name of project*, dollar value of project*. Yes/No option: Did any Stop Payment Notice result in a claim against your Payment Bond?*).

Bonding

35. Firm's current maximum bonding capacity*
36. Provide the name and address of your bonding company*
37. Was your firm required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years?*
- If yes, provide percentage firm was required to pay* (drop down menu to select percentage and area for explanation).
38. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds.*
- Area to provide explanation.

[†]Numbering is for reference only.

Compliance

39. Has CAL OSHA cited and assessed penalties against your firm for any serious, willful or repeat violations of its safety or health regulations in the past five years?*
- If yes, number of CAL OSHA penalties* (drop down selection menu) and area to provide description of citation, dates of citation*, area to provide nature of violation, name of project*, amount of penalty paid*. Yes/No option: Was citation appealed to the Occupation Safety and Health Appeals Board?*. If yes, drop down form opens up for case number*, status of decision*, decision*, date of decision*.
40. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?*
- If yes, number of Federal Occupational Safety and Health Administration citations* (drop down to select number), area for description of citation(s), and the date of citation*.
41. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?*
- If yes, drop down for number of citations* (select number), area for description of citation(s), and date of citation*.
42. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?*
- Drop down menu to select frequency (weekly, monthly, quarterly, other).
43. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years.* Press the 'ADD EMR RATE' button to add each year* and select the rate*.
44. Please upload a copy of your most recent EMR letter(s)* Press the 'ADD EMR LETTER' button to upload a letter (or letters) from your broker that verifies your EMR rates for last three years.
45. Has there been an occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? If the answer is yes, enter one or more wage violations by pressing the 'ADD STATE WAGE VIOLATION' button below NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.*
- If yes drop down opens for name of project*, nature of violation*, public agency name*, number of unpaid employees*, penalty and back wages paid*. Press 'ADD STATE WAGE VIOLATION' button to add additional violations.

[†]Numbering is for reference only.

46. During the last five years, has there been an occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?*
- If yes, drop down form opens: Number of occasions in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements. Drop down menu to select number and area to add description of each violation, name of project*, date of completion*, name of public agency*, number of employees who were initially underpaid*, amount of back wages and penalties required to pay*.
47. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?*
- If yes, drop down opens for number of apprenticeship law violations* (select number) and date(s) of such findings*.

[†]Numbering is for reference only.

Step 4 — Recent Construction Projects***Project History***

48. Provide the information requested below for the six largest public works projects for an educational institution and three largest private works of improvement on which you have completed your scope of work in the last five years. If you do not have six projects in education, list those first then all other public works. If you are a general contractor, list projects that your firm performed as the general contractor in charge of all trades for the construction of a building. If you are a M/E/P contractor, list your largest projects in both categories. "Largest" means highest contract dollar value, including change orders. Reference names and phone numbers must be current and verifiable. Provide email addresses for all references where feasible. Press the 'ADD PROJECT' button to add detailed information about each relevant project your company has worked on.*

- Project name*
- Project type*
- Location*
- Owner*
- Owner Contact (Name and Current Phone #)*
- Owner Contact Email*
- Architect or Engineer*
- Architect or Engineer Contact (Name and Current Phone #)*
- Architect or Engineer Contact Email
- Construction Manager*
- Construction Manager Contact (Name and Current Phone #)*
- Construction Manager Email
- Description of Project, Scope of Work Performed*
- Total Value of Construction (including change orders)*
- Original Value of Construction*
- Original Scheduled Completion Date*
- Time extensions granted (# of days)*
- Actual date of completion

[†]Numbering is for reference only.

Step 5 — Finish

District Requirements

Select at least one district to send this application to. When the application is submitted each district that is selected below will receive an email notifying them of your application.

Additional District Requirements

The districts can create additional requirements in the Admin / Pre-Qual settings.

Submit Application

Before the contractor can submit the application; they are prompted to agree to the following:

- “I certify and declare that I have read all the foregoing answers to this questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.”

Note to contractor: Once your application has been submitted you will no longer be able to make modifications unless it is returned to you by a district for corrections or updates.

[†]Numbering is for reference only.

Quality Bidders Scoring Summary

To conduct pre-qualification of contractors, California requires the district school board to adopt a uniform rating system. The Quality Bidders application produces a score that can be used, along with financial statements, reference checks, and added district requirements, to aid and facilitate whatever uniform rating system the school board adopts.

Districts can modify the scale of individual questions if need be.

The Quality Bidders application is a five-step questionnaire:

- Step 1 is contractor information, certifications, and qualifications.
- Step 2 is general requirements. **Answers are scored.**
- Step 3 is history and performance. **Answers are scored.**
- Step 4 is recently completed projects and references.
- Step 5 is additional district requirements and certification/declaration that the responses are true and correct.

Colbi Technologies offers a premium service to conduct reference check interviews.

Only completed applications can be submitted.

Information Required to Submit Application (Step 1)

Contractor Information

Required	Firm Name
Required	Contact Person
Required	Address
Required	Phone Number
Required	Email Address
Required	License Number and Classification

Business Certifications

Required	Select at least one business certification: Minority Business (MBE), Disadvantaged Business (DBE), Disabled Veteran Business (DVBE), Women Owned Business (WBE), Small Business (SBE), None
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Required Response

Qualification (Questions)

Yes	Does Contractor possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?
Yes	Does Contractor have a liability insurance policy in accordance with minimum State requirements? (Amount of Coverage)
Yes	Does Contractor have current workers compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et seq.?
No	Has your firm or any of its owners or officers ever been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
No	Has any contractor's license held by your firm, or its responsible managing employee (RME) or responsible managing officer (RMO), been suspended or revoked at any time in the last five years?
Yes	Has your firm registered using the Department of Industrial Relation's Public Works Contractor Online Application System as required by SB 854? (Contractor Registration Number & Expiration Date)

Prime Contractor Scoring Summary**135 available points**

passing requires 75%

or **101.25 points**

Category	Points Available
Qualification/Licenses	5
Business Information	50
Company History	15
Disputes	20
Bonding	5
Compliance	40

Prime Contractor Scoring Detail (Steps 1, 2, and 3)

Available	Qualification (5 points available)
5	Has any contractor's license held by your firm, or its responsible managing employee (RME) or responsible managing officer (RMO), been suspended or revoked at any time in the last five years? <div> <div>5</div> <div>No</div> <div>0</div> <div>Yes</div> </div>
Available	Business Information (50 points available)
5	Has your firm or any firm with which any of your company's owners, partners or members was associated, ever been disbarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? <div> <div>5</div> <div>No</div> <div>0</div> <div>Yes</div> </div>
5	Has your firm ever been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder? <div> <div>5</div> <div>No</div> <div>0</div> <div>Yes</div> </div>
5	Has any claim against your firm concerning your firm's work on a Construction project ever been filed in court or arbitration? <div> <div>5</div> <div>No</div> <div>0</div> <div>Yes</div> </div>
5	Has your firm ever filed a claim in court or arbitration against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration? <div> <div>5</div> <div>No</div> <div>0</div> <div>Yes</div> </div>
5	Has your firm had a contract for a public work of improvement that was terminated for cause by a public agency? Note: you need not answer yes if the public entity terminated the contract for convenience. <div> <div>5</div> <div>No</div> <div>0</div> <div>Yes</div> </div>

- 5** Has your firm or any of its owners, partners or members ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

5	No
0	Yes

- 5** Has your firm or any of its owners, partners or members ever been convicted of a crime involving any federal, state, or local law related to construction?

5	No
0	Yes

- 5** Has your firm or any of its owners, partners or members ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

5	No
0	Yes

- 5** Within the last five years, has your firm been denied bond coverage by a surety company, or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required?

5	No
0	Yes

- 5** Within the last five years has there been a period when your firm had employees but was without workers compensation insurance or state-approved self-insurance? If No, please upload a statement by your current workers compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, upload a statement by your workers compensation insurance carrier verifying continuous workers compensation insurance coverage for the period that your firm has been in the construction business.)

5	No
0	Yes

Available**Company History (15 points available)**

- 5** How many years has your organization been in business in California as a contractor under your present business name and license number?

5	Six years or more
4	Five years
3	Four years
2	Three years
1	Two years or less

- 5** Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed

5	No
0	Yes

5

Was your firm in bankruptcy at any time during the last five years? if so, please upload a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued

5	No
0	Yes

Available

Disputes (20 points available)

5

At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

5	No
0	Yes

5

In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

5	No
0	Yes

5

In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm?

5	No
0	Yes

5

Did any Stop Payment Notice result in a claim against your Payment Bond?

5	No
0	Yes

Available

Bonding (5 points available)

5

Was your firm required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years?

5	No
5	Less than 1%
4	1 – 1.25%
3	1.26 – 1.5%
0	Greater than 1.5%

Available

Compliance (40 points available)

5

Has CAL OSHA cited and assessed penalties against your firm for any serious, willful or repeat violations of its safety or health regulations in the past five years?

5	No
0	Yes

5

Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

5	No
0	Yes

5

Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

5	No
0	Yes

5

How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

5	Weekly
4	Monthly
2	Quarterly
0	Other

5

List your firm's Experience Modification Rate (EMR) (California workers compensation insurance) for each of the past three premium years. Press the 'Add EMR Rate' button to add each year and rate.

5	EMR 0.95 or less
3	EMR 0.96 – 1.00
0	EMR 1.01 and up

**Score based on worst EMR rate.*

5

Has there been an occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

5	No
0	Yes

5

During the last five years, has there been an occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

5	No
0	Yes

5

At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

If average gross revenues is more than \$2 million

5	No
5	Yes, 1–2 instances
2	Yes, 3 instances
0	Yes, 4+ instances

If average gross revenues is \$2 million or less

5	No
5	Yes, 1–2 instances
3	Yes, 3 instances
0	Yes, 4+ instances

Sub Contractor Scoring Summary

70 available points
passing requires 75%
or 52.5 points

Category	Points Available
Company History	15
Disputes	15
Compliance	40

Sub-Contractor Scoring Detail (Steps 2 and 3)

Available	Company History (15 points available)										
5	<p>How many years has your organization been in business in California as a contractor under your present business name and license number?</p> <table border="1"> <tr><td>5</td><td>Six years or more</td></tr> <tr><td>4</td><td>Five years</td></tr> <tr><td>3</td><td>Four years</td></tr> <tr><td>2</td><td>Three years</td></tr> <tr><td>1</td><td>Two years or less</td></tr> </table>	5	Six years or more	4	Five years	3	Four years	2	Three years	1	Two years or less
5	Six years or more										
4	Five years										
3	Four years										
2	Three years										
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5	<p>Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed</p> <table border="1"> <tr><td>5</td><td>No</td></tr> <tr><td>0</td><td>Yes</td></tr> </table>	5	No	0	Yes						
5	No										
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5	<p>At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?</p> <table border="1"> <tr><td>5</td><td>No</td></tr> <tr><td>0</td><td>Yes</td></tr> </table>	5	No	0	Yes						
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5

At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

<i>If average gross revenues is more than \$2 million</i>	
5	No
5	Yes, 1–2 instances
2	Yes, 3 instances
0	Yes, 4+ instances
<i>If average gross revenues is \$2 million or less</i>	
5	No
5	Yes, 1–2 instances
3	Yes, 3 instances
0	Yes, 4+ instances