



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 18, 2011

IN REPLY PLEASE

REFER TO FILE:

AE-3

REQUEST FOR PROPOSALS FOR CONSULTANT SERVICES PITCHESS DETENTION CENTER EXECUTIVE CAMPUS PLANNER SERVICES

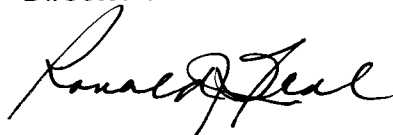
The County of Los Angeles Department of Public Works is requesting proposals from qualified firms to provide consultant services for the Pitchess Detention Center Executive Campus located in Castaic, California.

We request your indication within five working days from the receipt of this letter that you will or will not be responding to this Request for Proposals. Please complete the enclosed Response to Request For Proposals form and fax to Ms. Kathleen Gandara at (626) 979-5311.

Proposals must be addressed and submitted to the Department of Public Works, Architectural Engineering Division, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803, attention Ms. Kathleen Gandara, **no later than 3:00 p.m., September 19, 2011**. Envelopes should be marked: "Pitchess Detention Center." If you have any questions regarding this Request for Proposals, you may contact Ms. Kathleen Gandara at (626) 458-2566, e-mail at kgandara@dpw.lacounty.gov, or send a fax to (626) 979-5311.

Very truly yours,

GAIL FARBER
Director of Public Works

for 
SHARI AFSHARI
Assistant Deputy Director
Architectural Engineering Division

SA:kg

P:\aepub\CONTRACTS\Kathleen\Pitchess Master Plan\cwr rfp letter.docx

Enc.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION**

RESPONSE TO REQUEST FOR PROPOSALS (RFP)

Please complete this form and fax to the person indicated in the RFP cover letter.
Thank you.

Date:

To: Kathleen Gandara
Department of Public Works

Fax: (626) 979-5311 or kgandara@dpw.lacounty.gov

Company:

Contact Name:

Phone: ()

Fax: ()

Email:

Project Name: PITCHESS DETENTION CENTER
EXECUTIVE CAMPUS PLANNER SERVICES

Please check all that apply

- ☐ We will be responding to the RFP
- ☐ We will not be responding to the RFP

Reason(s) for not responding to the RFP:

- ☐ Due to current or anticipated workload
- ☐ Do not perform the type of work required by the RFP
- ☐ Staffing not available at this time
- ☐ Not enough time provided to respond
- ☐ Other

REQUEST FOR PROPOSALS
FOR
CONSULTANT SERVICES
PITCHESS DETENTION CENTER
EXECUTIVE CAMPUS PLANNER SERVICES
CASTAIC, CA 91384

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION
900 SOUTH FREMONT AVENUE, 8TH FLOOR
ALHAMBRA, CALIFORNIA 91803
TELEPHONE (626) 458-2566
FAX (626) 979-5311

**REQUEST FOR PROPOSALS
CONSULTANT SERVICES
PITCHESS DETENTION CENTER
EXECUTIVE CAMPUS PLANNER SERVICES**

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CERTIFICATION FORMS

Los Angeles County CBE Program Form
CBE Program Sanctions
Avoidance of Conflict of Interest Certificate
Proposer's EEO Certification Form
Lobbyist Ordinance Affidavit Form
Attestation of Willingness to Consider GAIN/GROW Participants
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EXHIBIT

A – Area Map – Pitchess Detention Center Site

ATTACHMENTS

1. Sample Consultant Services Agreement
2. Insurance Alternative 1 (Indemnification and Insurance Provisions)
3. Insurance Alternative 2 (Indemnification and Insurance Provisions)
4. Design-Build Manual (Scoping Professional)

**REQUEST FOR PROPOSALS
CONSULTANT SERVICES
PITCHESS DETENTION CENTER
EXECUTIVE CAMPUS PLANNER SERVICES**

1. INTRODUCTION AND OVERVIEW

1.1 General

The County of Los Angeles Department of Public Works (Public Works) is inviting proposals from consultant firms to be the Executive Planner to develop a Campus Plan to guide the reorganization and redevelopment of the Pitchess Detention Center located in the County's North region. The County expects significant restructuring of the existing campus in order to meet its responsibilities to provide essential inmate custody services. Development of a Campus Plan provides an opportunity for comprehensive strategic planning to meet the needs of the County and the surrounding communities.

The scope of this Campus Plan includes: developing a minimum of three alternative scenarios for the Pitchess Detention Center; explaining the opportunities, advantages and disadvantages of each alternative; and recommending the most cost effective, alternative inmate custody concepts and with the Leadership in Energy and Environmental Design (LEED) standards for developing high-performance and sustainable buildings.

The objective of this solicitation is to select a firm that is the best qualified to provide the requested services.

1.2 Process and Background

The Executive Campus Planner will use the County's General Plan to guide the reorganization and redevelopment of the Pitchess Detention Center campus. The County has a need for development of a Campus Plan that defines areas that need to be dedicated to providing essential inmate custody services, and demolition of older non-descript buildings to create space(s) necessary for campus redevelopment.

1.3 Location

The Pitchess Detention Center is located in Castaic, California. The campus is comprised of four (4) separate inmate custody operations: Pitchess Detention Center – East Facility, which is located at 29310 The Old Road, Castaic, CA 91384; Pitchess Detention Center – North Facility, located at 29320 The Old Road, Castaic, CA 91384; Pitchess Detention Center – South Facility, located at 29330 The Old Road, Castaic, CA 91384; and the North County Correctional Facility, located at 29340 The Old Road, Castaic, CA 91384.

The Pitchess Detention Center lies west of the 5 Freeway and houses approximately 3,800 inmates on a 34-acre lot that occupies 681,000 square feet of ground space. The entire jail complex houses the following buildings: administration building, inmate services building, kitchen and vocational services building, health and intake building, and inmate housing.

An Area Map of the Pitchess Detention Center site with boundaries as well as the North, South, East, and West facilities is shown as Exhibit A.

1.4 Project Goals and Objectives

Goal:

The County is committed to redeveloping the Pitchess Detention Center campus to provide an integrated inmate custody delivery model that brings together inmate education, vocational services, mental health services, and health services resources in the County's North region. The County's goal requires the achievement of several objectives that should guide the planning process:

Objectives:

Adopt a Campus Plan that is compatible with the inherent site conditions, and provides for development opportunities that are consistent with the goals and policies of the County's General Plan.

Identify feasible opportunities to exceed Title 24 and pursue green building sustainable design to the maximum extent of practicality.

Consolidate, reconfigure, and/or replace buildings to optimize inmate and staff safety and operational effectiveness, while reducing administrative, operational and maintenance costs.

Address replacement of the existing laundry facility as well as utilities infrastructure (e.g., water, electricity, sewer) to support the entire campus.

Ensure that operating costs are reduced in accordance with County mandates.

Comply with the regulations developed by the State of California Corrections Standards Authority – Facilities Standards and Operations Division.

1.5 Proposals

The objective of this solicitation is to select an Executive Campus Planning professional that is the best qualified to provide the requested services. Proposers are requested to submit proposals offering Executive Campus Planner services in accordance with Section 2, and in a format specified in Section 8 of this Request for Proposals (RFP).

Tentative Schedule

Public Announcement of RFP	- August 18, 2011
Proposals Due	- September 19, 2011
Interviews (if conducted)	- October 24, 2011
Board of Supervisors Approval	- December 13, 2011

1.6 Executive Campus Planner Selection

County will select a successful Proposer based on the Proposer's qualifications which represent the best service to Public Works, regardless of race, creed, color, or gender. The successful Proposer is also referred to as the Executive Campus Planner in this document.

1.7 Processing of this RFP will be handled in the following manner:

1.7.1 An initial pass/fail evaluation will be made for each proposal to determine whether the mandatory requirements required by Section 8 are included in each proposal.

1.7.2 Proposals that pass the initial pass/fail evaluation will be submitted to the Evaluation Committee for evaluation and rating.

1.7.3 All proposals will be evaluated and the Evaluation Committee may recommend a Proposer for approval. Public Works reserves the right to conduct oral interviews with Proposers ranked in the top 20% (two firms minimum). The oral presentations will be evaluated and the Evaluation Committee will combine the rank from the written proposals with the rank from the oral interviews (if conducted) to recommend a Proposer for approval. The recommendation for selection will be made on the basis of qualifications, demonstrated competence, and technical response to the RFP without regard to race, creed, color, or gender.

1.7.4 When the recommendation is approved, the selected Executive Campus Planner will be invited to negotiate fees for the Scope of Services.

In the event that additional elements, changes, or enhancements to existing elements contained in this RFP may be required, Public Works reserves the right to negotiate with the Executive Campus Planner to cause these changes to be incorporated in the work product.

1.7.5 Upon the successful conclusion of negotiations, Public Works will recommend an award of contract.

1.7.6 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Proposer and the terms of any resultant agreement, and to determine which Proposer best serves the interests of the County of Los Angeles (County). The Board of Supervisors is the ultimate decision-making

body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.8 Management of the Executive Campus Planner

The Executive Campus Planner shall take all formal direction from the County Project Manager assigned the responsibility for the project. All activities related to administration of the Executive Campus Planner's agreement will be managed by the County Project Manager

1.9 County's Ownership of Materials and Equipment

All services provided by the Executive Campus Planner, and all materials, documents, reports, and other information of all types, including computer models developed by the Executive Campus Planner for the project, and all works based thereon, incorporated therein, or derived there from, and all intellectual property and proprietary rights in these materials, documents, reports, and other information of all types, shall be the sole and exclusive property of the County.

2. **SCOPE OF SERVICES**

2.1 Basic Services:

2.1.1 Current Campus Characterization

The selected firm shall receive and review the previous plans for the Pitchess Detention Center in order to develop an understanding of the inherent conditions that must serve as the basis for developing the Campus Plan. The selected firm shall consider the expected uses of the existing buildings at the Pitchess Detention Center, their structural condition and projected life, and identify the need for additional structures to implement. The selected firm shall also consider identifying new structures that may be required to accommodate an increase in inmate capacity.

The Campus Plan will be used as a guideline for all future development of the campus and the delivery of inmate custody services. The work will include the following:

2.1.2 Survey Needs Assessment

- Assess the need for any NEPA/CEQA documents and identify the process for preparation and jurisdictional approval of each document.
- Assist the County in preparation of NEPA/CEQA documents in coordination with the County's selected environmental consultant.
- Assess the need for licensing and certification documents with regard to inmate custody services which will be provided, and identify the process and jurisdictional approval of each document.
- Assess the need for a report describing all seismic requirements and upgrades, or other tenant improvements required.
- Determine current and projected program scope.
- Validate space and functional program needs of each custody facility, based on interviews with the Sheriff operational and facilities representatives
- Provide an architectural program indicating spatial and functional relationships, adjacency requirements, and a department-by-department space program for the Pitchess Detention Center.
- Provide a graphic representation of the program.
- Visually indicate the space (area) allocated to each department, and required adjacencies between components.
- Identify and assess the size, capacity and demand for existing utilities wet and dry.
- Identify, new utilities wet and dry needed to support the program including size, capacity, demand and points of connection.

2.1.3 Phasing and Move Management Plan

- Based on the functional space/program assessment report, create a phasing and detailed move management plan.
- The plan must contain the following:
 - The report should include the name of each facility, building(s)

where the facility is currently located, current square footage used, and required square footage, and new locations.

- Create a comprehensive relocation plan for all facilities within the campus.
- Provide a master schedule to phase the project(s) including all move management criteria.

2.1.4 ALTA Survey

- Conduct an ALTA Survey on the Pitchess Detention Center site.
- Document the location of all structures, field verify all roadways, easements, and building dimensions/footprints.
- Locate and identify all utilities, underground, and above ground including sizes, inverts, meters, and points of connection.

2.2 Public Outreach

The selected firm shall work with the County to conduct a minimum of two (2) public outreach meetings to assess County and community needs early in the planning process, and two additional meetings to present potential Campus Plan land use configuration scenarios. The selected firm shall be available to attend all community meetings and workshops hosted by the County in support of the environmental documentation process required, pursuant to NEPA/CEQA. The selected firm must demonstrate successful experience in leading public outreach efforts in campus planning. The proposers shall state in their approach and work plan their process of community outreach and the community groups to be involved. Describe the different approaches for the County to conduct community outreach. Suggest the community groups to be involved.

2.3 Campus Plan

The selected firm shall develop three land use development scenarios for consideration by the County. It is anticipated that the Campus Plan would define site-specific improvements on the Pitches Detention Campus. The selected campus plan will be the basis for individual projects to be implemented in a phased manner. The selected firm will be responsible for preparing scoping documents or complete design documents as determined by the County for each individual project.

2.4 Cost Estimating

The selected firm shall provide an independently prepared estimated cost for phased implementation of the Campus Plan at each milestone deliverable date.

2.5 Deliverables

Provide twelve (12) copies (hard) and one (1) electronic version of all deliverables over the course of the assignment for the County's review and approval at each milestone.

2.6 Work Approach

Firms responding to this RFP shall demonstrate their proposed work approach to meet the requirements of the scope of work, including their approach to management and integration of all activities required in the scope of work, and the proposed resources available to them.

2.7 Project Milestones

Project milestones are to be determined by the Executive Campus Planner based on the proposed work approach and work plans.

2.8 Planning Team and Process

The firm's consultant team should include personnel and sub-consultants with demonstrated experience in projects similar in size and scope. The proposal should include a description of the recommended approach consistent with the County's planning structure. The selected firm shall be responsible for participating in public scoping meetings that allow the community to identify issues to be addressed in the environmental documents. The selected firm shall be responsible for a major part of the presentations for the public scoping meetings and the public hearing. The selected firm shall also be responsible for producing all related meeting minutes and associated handouts in an electronic format acceptable to the County, for review and distribution by the County.

Proposals should anticipate a minimum start-up period of four weeks for orientation meetings with the County and other appropriate parties prior to the start of the formal campus plan.

2.9 Optional Executive Campus Planner Services

The County, at its own discretion, may decide to use the Executive Campus Planner to develop Scoping Documents in support of a design-build procurement or full design services for a design-bid-build procurement of any project that is part of the Campus Plan. The County may also decide to retain the Executive Campus Planner for additional design and/or peer review services or construction administration services as needed for projects that are part of the Campus Plan.

2.10 Project Design Manual

Scoping Documents services shall be based on the Design-Build Manual (Attachment 4). The final scope of work shall be annotated and negotiated prior to award of contract.

3. **SCHEDULE FOR SERVICES**

After successful negotiations, award of contract, and contract execution, a Notice to Proceed will be issued for consultant services as required in this RFP. The Executive Campus Planner shall provide a schedule within five working days after the date of the Notice to Proceed, indicating start and completion of all anticipated work.

4. **COMPENSATION**

The Executive Campus Planner shall be compensated monthly based on work completed and approved by the County. Public Works will reimburse the Executive Campus Planner for additional copies of reports and any other written requests outside the Scope of Services. Mileage is not reimbursable.

- 4.1 Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

5. SERVICES BY PUBLIC WORKS

5.1 Public Works will provide access to all relevant data in its possession. However, the County assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Executive Campus Planner shall be responsible for evaluation of all information supplied by Public Works.

5.2 County Project Manager

The County Project Manager is the person assigned by the Director of Public Works to oversee, direct, and coordinate this project and act as liaison to the other County departments and agencies.

6. GENERAL CONDITIONS

6.1 General Conditions

This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as, an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the County reserves the unqualified right to reject any or all proposals for any reason.

6.2 County's Responsibilities

County is responsible only for that which is expressly stated in this RFP. County is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

6.3 Cost of Proposal

The County shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any proposal submitted in response to this request.

6.4 Compliance with RFP

Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any Statement of Qualifications.

6.5 Truth and Accuracy of Representations

Substantially false, misleading, incomplete, or unresponsive statements and/or failure to adhere to the format herein described may be sufficient cause for rejection. The evaluation and determination of the fulfillment of the above requirement shall be in the County's sole judgment and shall be final.

6.6 Contract Execution

The resultant contract of this RFP shall be executed and returned by the selected firm within ten calendar days from the time of receipt of the contract (see sample Consultant Services Agreement, Attachment 1). If the contract is not returned within ten calendar days, the County may exercise the option of awarding the contract to the next qualified Proposer.

6.7 Acceptance of Terms and Conditions

Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, including attachments thereto, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become part of any resultant contract between the selected Executive Campus Planner and the County.

6.8 County's Changes to RFP

County reserves the right to interpret or change any provisions of this RFP at any time prior to the Proposal submission date. Such interpretations or changes shall be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of the resultant contract. Such addenda shall be made available to each person or organization which has received an RFP. Should such addenda require additional

information not previously requested, a Proposer's failure to address the requirements of such addenda may result in the Proposer not being considered.

Public Works, at its sole discretion, may determine that a time extension is required for submission of proposals, in which case an addendum shall indicate the new proposal submittal date.

6.9 Proposer Changes to Proposal

No changes to the proposal shall be allowed after submittal to Public Works.

6.10 Consistency with Laws

Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.

6.11 Notice to Proposers Regarding the Public Records Act

Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended bidder's/proposer's bid/proposal, Public Works completes contract negotiations and obtains a letter from an authorized officer of the recommended bidder/proposer that the negotiated contract is a firm offer of the recommended bidder/proposer, which shall not be revoked by the recommended bidder/proposer pending the department's completion of the process under County Policy No. 5.055 and approval by the Board of Supervisors and (b) with respect to all other bidders/proposers, Public Works recommends the recommended bidder/proposer(s) to the Board and such recommendation appears on the Board agenda, bids/proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each bid/proposal which are justifiably defined by the bidder/proposer as business or trade secrets, and plainly marked as "Trade Secret", "Confidential", or "Proprietary".

The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

A blanket statement of confidentiality or the marking of each page of the bid/proposal as confidential shall not be deemed sufficient notice of exception. The bidders/proposers must specifically label only those provisions of their respective bid/proposal which are "Trade Secrets", "Confidential", or "Proprietary" in nature.

6.12 Contact with County Employees

As of the issue date of this RFP and continuing until the final date for submittal of proposals, all Proposers are specifically directed not to hold meetings, conferences, or technical discussions regarding the RFP with County employees. During the submittal period, questions regarding this RFP may be directed to the person indicated in the cover letter by faxed or e-mail to:

Kathleen Gandara
County of Los Angeles Department of Public Works
Architectural Engineering Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331
kgandara@dpw.lacounty.gov
Facsimile (626) 979-5311 or 979-5310

Contact with any other County official or employee during the submittal period regarding this RFP may be cause for immediate disqualification of the Proposer.

6.13 County of Los Angeles Lobbyist Ordinance

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This Ordinance, referred to as the Lobbyist Ordinance, defines a County lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the Ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation, or other entity who seeks a County permit, license, franchise, or contract must certify compliance with the Ordinance. As part of this solicitation process, it is the responsibility of each Proposer to review the Ordinance independently as the text of said Ordinance is not contained within this RFP. Thereafter, each person, corporation, or other entity submitting a response to this Statement of Qualifications must

certify that each County lobbyist, as defined by Los Angeles County Code Section 2.160.010, that is retained by the Proposer is in full compliance with Chapter 2.160 of the County Code.

6.14 Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submittal. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A Proposer shall immediately report an attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the Public Works' manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

6.15 Consideration of GAIN/GROW Program Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program, or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these

individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

6.16 Child Support Compliance Program

Consultant is required to fully comply with all applicable state and Federal reporting requirements relating to employment reporting for its employees. Consultant is required to fully comply with all lawfully served wage and earnings assignment orders and notices of assignment. Failure to comply with state and Federal reporting requirements regarding employees, or failure to implement lawfully served wage and earnings assignment orders or notices of assignment, constitutes a default under the contract, and failure to cure the default within 90 days of notice by the County, shall subject the contract to termination. Failure to comply with these requirements may be cause for debarment.

6.17 Federal Earned Income Credit

Executive Campus Planner shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

6.18 Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Executive Campus Planner agrees to use recycled-content paper to the maximum extent possible on the project.

6.19 Small Businesses

Consultants are encouraged to utilize small businesses when possible to provide supplies, equipment, technical services, and other services under this RFP and resultant contract.

6.20 Indemnification and Insurance

The County's insurance requirements specify that Consultants should obtain coverage from insurance companies acceptable to the County who have a current A.M. Best rating of not less than A IX. A Best rating of A IX indicates that the company evidences strong financial strength and ability to meet their ongoing financial obligations to policyholders.

Two Alternative Indemnification and Insurance Provisions are set forth in Attachments 2 and 3 of this RFP. Please select one of the alternatives, initial as acceptance of the selected provision, and submit with your response to this RFP. The selected provision will be incorporated into the Consultant Services Agreement.

6.21 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

6.22 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

6.23 Determination of Proposer Responsibility

- 6.23.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the

contract. It is the County's policy to conduct business only with responsible consultants.

- 6.23.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subconsultants and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 6.23.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 6.23.4 If there is evidence that the highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

- 6.23.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 6.23.6 The terms shall also apply to proposed subconsultants of Proposers on County contracts.

6.24 Proposer Debarment

- 6.24.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 6.24.2 If there is evidence that the highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 6.24.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given

an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 6.24.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 6.24.5 If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years; submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 6.24.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. After the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted

and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6.24.7 These terms shall also apply to proposed subconsultants of Proposers on County contracts.

6.25 Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime Contractor or subcontractor, or as a Consultant to any other prime Contractor or subcontractor. Any such involvement by Consultant shall result in the rejection by the County of the bid by the prime Contractor in question.

6.26 Contractor Employee Jury Service Program

The prospective contract is subject to the requirements of the County's Employee Jury Service Ordinance (Jury Service Program) (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program and the pertinent jury service provisions of the model/sample contract, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposers that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

6.26.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, employee means any California resident who is a full-time employee of a Contractor and full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

6.26.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of Contractor. The Program defines Contractor to mean a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation. The second exception applies to Contractors that possess a collective bargaining agreement that expressly

supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 6.26.3 If a Contractor does not fall within the Jury Service Program's definition of Contractor or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

6.27 Vendor Registration with the County of Los Angeles

All potential bidders/proposers with the County of Los Angeles are required to register in WebVen and have a valid vendor number assigned to them. The vendor number is required by the Auditor-Controller and is necessary for any payments to be made to a Contractor who is awarded a County project. Vendor registration can be done online at <http://camisvr.co.la.ca.us/webven> or calling the County's Internal Service Department Central Purchasing Vendor Relations Unit at (323) 267-2650. If you are awarded a contract and you do not have a valid vendor number, your payments will be delayed until you are registered.

6.28 No Payment For Services Provided Following Expiration/Termination of Agreement

Contractor shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this

Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

6.29 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County of Los Angeles, and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's A Safely Surrendered Baby Law poster in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

6.30 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the vendor on the Proposer's Organization Questionnaire/Affidavit. Failure of the vendor to provide this information may eliminate its proposal from any further consideration.

6.31 Prevailing Wage Requirements

The subject project is a public work as defined in Section 1720 of the California Labor Code.

6.32 Protests

The County will handle and process any and all protests in connection with this RFP according to the County of Los Angeles Contracting Manual, Countywide Construction Contracting Policy Guidelines, no. P-05-04, "Bid Protests", dated August 1, 2001. Proposers who wish to file a protest shall do so in accordance with the requirements specified in Construction

Contracting Policy Guideline no. P-05-04, which can be found at <http://dpw.lacounty.gov/general/bids/BidProtests.pdf>.

6.33 County's Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read the Defaulted Tax Program Ordinance and the pertinent provisions of the sample contract, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Bidders/proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the County's Defaulted Property Tax Reduction Program - Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation or debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

7. **COMMUNITY BUSINESS ENTERPRISES (CBE) PARTICIPATION**

- 7.1 The County has adopted a Community Business Enterprise Program, available for review at Public Works, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All proposers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Proposer's good faith efforts to meet the CBE participation goal by reviewing the Proposer's documentation of the following criteria:

- 7.1.1 Proposer attended any pre-proposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
- 7.1.2 Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
- 7.1.3 Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
- 7.1.4 Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than 10 calendar days prior to the submittal of proposals.
- 7.1.5 Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
- 7.1.6 Proposer provided interested CBEs with information about the project and requirements for selected subconsultants.
- 7.1.7 Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or Federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County Office of Affirmative Action Compliance, and other outreach agencies.

- 7.1.8 Proposer negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
- 7.1.9 Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
- 7.1.10 Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
- 7.2 The Proposer's CBE participation shall be reflected in the CBE participation form. The Proposer's documentation of its good faith efforts shall be submitted with the proposal to:
- County of Los Angeles Department of Public Works
Architectural Engineering Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331
Attention: Kathleen Gandara
- 7.3 The County has established CBE Program sanctions to ensure the fair and equitable opportunity to participate by certified CBEs. Proposers are required to acknowledge these CBE Program sanctions by completing the sanctions form.
- 7.4 Public Works will answer questions from Proposers regarding CBE participation.
- 7.5 The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

8. **FORMAT OF STATEMENT OF QUALIFICATION**

The response to this RFP must be made according to the requirements set forth in this Section, both for content and for sequence. Noncompliance with these requirements or the inclusion of conditions, limitations, or misrepresentations, may be cause for rejection of the proposals.

Submittal of five complete copies and one pdf formatted CD of the proposal and related information to:

County of Los Angeles Department of Public Works
Architectural Engineering Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331

Proposals must be received by the date indicated in the cover letter.
PROPOSALS RECEIVED BY PUBLIC WORKS AFTER THIS DEADLINE WILL BE CONSIDERED FOR EVALUATION SOLELY AT THE DISCRETION OF PUBLIC WORKS, IF DETERMINED TO BE IN THE COUNTY'S BEST INTERESTS.

8.1 Format of Proposals Summary

Proposal submittals shall be organized as indicated below. Specific requirements for each of the Executive Campus Planner's proposal sections are included hereinafter.

8.1.1 Mandatory Contents

Section 1 - Cover Letter

Section 2 - Table of Contents

Section 3 - Corporate Documentation

Section 4 - Statement of Qualifications and Experience

Section 5 - Standard Services and Work Plan

Section 6 - Acceptance of Terms and Conditions

Section 7 - Required Certifications

Section 8 - CBE Participation

Section 9 – Indemnification and Insurance Alternative

Section 10 – Additional Data

8.2 Specific Requirements for each section of the Proposal

8.2.1 Section 1

Cover Letter shall be a maximum two-page letter including the name and address of the organization submitting the proposal; whether the proposing firm is an individual, partnership, corporation, or joint venture; and the name, address, and telephone number of the contact person who will be authorized to make representations for the organization.

8.2.2 Section 2

Table of Contents shall include an outline of the proposal, identified by sequential page number, and section title as described herein.

8.2.3 Section 3

Corporate Documentation shall include relevant information regarding organizational stability and strength, including a description/statement of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc.

8.2.4 Section 4

Qualifications, and Experience shall include identification of principal staff members including major subconsultants. Provide information on key individuals, including relevant experience in providing planning services, education, and past experience. Firms should assemble a team that includes the following specific qualifications.

8.2.4.2 Executive Campus Planner:

- Management of a multidisciplinary planning design team that may include other architecture firms, urban planners, and other specialty consultants.
- The lead planner shall have a minimum 15 years experience managing large multidisciplinary teams for correctional campus planning projects.
- The Proposer shall include up to five completed projects that demonstrate services of a similar nature for a detention facility housing approximately 2,500 and approximately 25 acres that the firm was responsible for coordinating planning/design efforts with other disciplines.
- Sample projects should demonstrate the incorporation of various building types within a custody facility including but not limited to medical, offices, recreational spaces, education spaces, vocational spaces, and living/work spaces.

8.2.4.3 Correctional Facilities Planner:

- Completed programming, planning, design, and construction of correctional facilities in the State of California and/or United States.
- Minimum 10 years experience.
- Include at least three completed projects, valued at a minimum of \$50,000,000 each that encompassed a minimum 25 acres site.
- Include proposed team member's role.

8.2.4.4 Cost Estimator (Independent Cost Consultant):

- Cost Estimator for correctional projects experience. Minimum of ten years experience.
- Include at least three projects valued at a minimum of \$50,000,000 each that encompassed a minimum 25 acre site.

- Include proposed team member's role.

8.2.4.5 Landscape Architect:

- Landscape Architect for correctional projects. Minimum of ten years experience.
- Include at least three completed projects valued at a minimum of \$5,000,000 each that encompassed a minimum 25 acre site.
- Include proposed team member's role.

8.2.4.6 Subconsultants:

- Civil, Structural, Mechanical, Electrical, Plumbing
Minimum of ten years experience.
- Include at least three completed each housing approximately 2,500 that encompassed a minimum 25 acre site.
- Include proposed team member's role.

8.2.4.7 Specialty Consultants:

- Community Outreach Consultant
- Security
- Traffic and Parking
- Transportation System Planner

8.2.4.8 Provide descriptions of the proposed firms and team member's prior working relationships, roles and responsibilities.

This information shall be provided as follows:

8.2.4.9 Provide a description of the following aspects in executing the project:

- 8.2.4.9.1 Demonstrate your proposed work approach to meet the requirements of the scope of work, including approach to management and integration of all activities required in the scope of work, and the available proposed resources.

- 8.2.4.9.2 . Staffing - provide an organization chart indicating structure of design entities, locations of member offices/consultants, and how entities will work together, i.e., by function, design, production, etc. Identify the availability of your team and the percentage of their current workload of staff that would be committed to this project including consultants.

Indicate the Team Management Plan for participating in Value Engineering and specific applications of Quality Assurance/Quality Control.

Provide a staffing and resources management plan for an Executive Campus Planner and each subconsultant which identifies specific tasks and the level of effort and the number of hours required for the services required for the project. Describe your current workload and capability/commitment to complete the Scope of Services in accordance with project schedules.

- 8.2.4.9.3 Indicate familiarity and willingness to work within County's guidelines.

- Management requirements
- Project documentation requirements

- 8.2.4.9.4 Indicate past experience (including level of involvement) within the last five years for this specific type of project.

- Number of projects completed that met project schedules.
- Number of projects delayed. Indicate reason for delay.

8.2.4.10 The County expects the proposed Executive Campus Planner and subconsultants to demonstrate a proven track record of planning and design excellence as a prerequisite to selection in addition to completion of assignments on time and within budget. The proposed team and team members proposed shall demonstrate such successful projects completion, the ability to delivery planning and design excellence in the past, and the ability to implement phased and complex assignments.

8.2.4.11 Address of office from which the project will be managed and a statement indicating the type and percentage of work, if any, which will be performed outside of the County of Los Angeles (indicate city).

8.2.5 Section 5

Standard Services shall include the Proposer's approach to providing the service deliverables described in Section 2, Scope of Services, of this RFP.

Work Plan will outline how the Proposer intends to provide and manage the resources necessary to accomplish the Scope of Services.

8.2.5.1 Provide a Work Plan for all services as outlined in Section 2 for the whole project. The typical Work Plan shall indicate monthly activities in support of the Executive Campus services, including quality control reviews and participation of subconsultants.

- 8.2.5.2 Work Plan Schedule – Time frames for the various activities involved including all resources to be utilized. Determine major milestones for all the proposed stages of workload deliverables.

8.2.6 Section 6

Acceptance of Terms and Conditions shall include a statement affirming the Proposer's acceptance of the terms and conditions contained in the attached sample Consultant Services Agreement.

8.2.7 Section 7

Required Certifications

Executive Campus Planner shall complete and submit with the proposal, the following certifications and forms. Except for the Contractor Employee Jury Service Program form, these forms are required only from the prime. The Contractor Employee Jury Service Program form must be completed and signed by the entire project team.

- 8.2.7.1 A completed Community Business Enterprise Participation form.
- 8.2.7.2 A completed and signed Community Business Enterprise Program Sanctions form.
- 8.2.7.3 Completed and signed Avoidance of Conflict of Interest Certification, EEO Certification, and Lobbyist Ordinance Affidavit form.
- 8.2.7.4 A completed and signed Attestation of Willingness to Consider GAIN/GROW Participation form.
- 8.2.7.5 A completed history of past and current contracting with the County over the past three years.
- 8.2.7.6 A completed and signed False Claims form.

- 8.2.7.7 A completed and signed Civil Litigation History form.
- 8.2.7.8 A completed and signed Criminal Conviction form.
- 8.2.7.9 A completed and signed Contractor Employee Jury Service Program form from the Consultant and entire project team.
- 8.2.7.10 A completed and signed Debarments form.
- 8.2.7.11 A completed and signed Labor Law/Payroll Violations form.
- 8.2.7.12 A completed and signed Proposer's Organization Questionnaire/Affidavit.
- 8.2.7.13 A completed and signed Defaulted Property Tax Reduction Program form.

8.2.8 Section 8

CBE Participation shall include documentation of Proposer's good faith efforts to meet the CBE participation goal specified in Section 7, CBE Participation.

The project-specific combined staffing totals indicated on the CBE Participation form must total the aggregate of the project-specified staff.

8.2.9 Section 9

Additional Data shall include any other data the Proposer deems essential to the evaluation of the proposal, i.e, letters of reference, other related projects, etc.

- 8.2.9.1 References from past clients must include client name, address, phone number, brief description of the project, list of Executive Campus Planner team members and responsibility, and the name/phone number of the client's project manager.

- 8.2.9.2 If there is no additional data, this Section will consist of the statement, "We wish to present no additional data."

9. **EVALUATION CRITERIA**

9.1 Pass/Fail Requirements

A pass/fail evaluation will be made of the proposal to determine whether the Mandatory Contents required by Articles 8.1 and 8.2 are included in the Proposal. Failure to include all of the mandatory pass/fail requirements may be cause for disqualifying the proposal as nonresponsive. The determination of nonresponsiveness shall be made solely at the discretion of the County, if it is determined to be in the County's best interests. Pass/fail criteria include the following:

- 9.1.1 The submittal shall contain all information as required in Article 8.2, which lists the specific requirements for each section of the proposal.
- 9.1.2 The proposal must include all required forms, CBE documentation, and certifications completed and signed as defined in Articles 8.2.7 - Required Certifications (Articles 8.2.6.through 8.2.9 inclusive) and 8.2.8 - CBE Participation.

- 9.2 Proposals that are determined to be responsive to the mandatory requirements shall be evaluated using a 100 point total cumulative score rating according to the following criteria:

SUMMARY OF SCORING

- 9.2.1 General Quality and Responsiveness of the Overall Proposal (5%)
- 9.2.2 Qualifications and Experience (50%)
Statement of Qualifications and Required Experience
- 9.2.3 Standard Services and Work Plan (45%)
Work Plan and Approach
Work Plan Schedule

- 9.3 Public Works at its sole discretion may elect to conduct oral interviews with Proposers ranked in the top 20% (two firms minimum). Should interviews be conducted, Proposers will be evaluated using a 100 point cumulative score rating according to the following criteria:

SUMMARY OF SCORING

9.3.1 Presentation (50%)

9.3.2 Responsiveness to Direct Questions (50%)

The highest rated Proposer from the total scoring from Sections 9.2 and 9.3 shall be recommended to be awarded the contract.



LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color.

I. **TYPE OF BUSINESS STRUCTURE:** _____
(Non-Profit, Corporation, Partnership, Sole Proprietorship, etc.)

If you are a Non-Profit, please skip Sections II through V and fill in the name of the firm and sign on page 2.

II. **TOTAL NUMBER OF EMPLOYEES IN FIRM** (including owners): _____

III. **RACE/ETHNIC COMPOSITION OF FIRM** (Partners, Associate Partners, Managers, Staff, etc.): Please distribute the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS	STAFF
	Male	Female		
Black/African American				
Hispanic/Latino				
Asian or Pacific Islander				
American Indian/Alaskan Native				
Filipino American				
White				

IV. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

V. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN-OWNED BUSINESS ENTERPRISES.** Is your firm currently certified as a minority, women, disadvantaged, or disabled veteran-owned business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.)

M W D DV

Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____

LEGEND:

M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

COMBINED TOTALS FOR LEAD FIRMS AND SUBCONSULTANTS

Date: _____

Lead Firm

Name: _____

Project: _____

Employee Categories	Staff & Management on this Project	
	Male	Female
1. Black/African American		
2. Hispanic/Latin American		
3. Asian/Pacific Islander		
4. Filipino		
5. American Indian/Alaskan Native		
6. All Others		
7. Total (Sum of items 1-6)		

[illegible]

COMMUNITY BUSINESS ENTERPRISE PROGRAM SANCTIONS

The Los Angeles County Board of Supervisors have amended the Community Business Enterprise Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefits for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a Community Business Enterprise for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a Community Business Enterprise.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a Community Business Enterprise.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from proposing or bidding on, or participating as professional services proposer, contractor, subcontractor, or supplier, in any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any professional services proposer or contractor utilizing the services of any person or business as a subconsultant/subcontractor suspended for violating this section during the period of the persons' or business' suspension.

Signature

Title

Name of Firm

Date

CBE Sanctions

AVOIDANCE OF CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Proposer Name (please print)

Proposer's Official Title (please print)

Proposer's Signature

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Official Title (please print)

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: _____

Date: _____

ATTESTATION OF WILLINGNESS TO CONSIDER GREATER AVENUES FOR INDEPENDENCE/GENERAL RELIEF OPPORTUNITY FOR WORK (GAIN/GROW) PARTICIPANTS

As a threshold for consideration for contract award, Bidders/Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program, or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualification for that opening. Additionally, Bidders/Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's/Proposer's employee mentoring program, if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities. Bidders/Proposers who are unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information and sign at the indicated location.

- A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants (subject to verification by the County).

_____ YES _____ NO

- B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participants meet the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

If YES, state the name and phone number of the person whom the County may contact to refer GAIN/GROW participants.

_____ (_____)
Name Phone Number

- C. Bidder/Proposer is willing to provide employer GAIN/GROW participants access to its employee mentoring program, if available.

_____ YES _____ NO

Signature

Title

Name of Firm

3-YEAR CONTRACTING HISTORY

LIST ALL CURRENT AND COMPLETED CONTRACTS WITH THE COUNTY FOR THE PAST THREE YEARS (Begin with the most recent project)

Contract Type/Description	Contract Number	Contract Type/Description	Contract Number
Type of Work		Type of Work	
Department	Contract Amount	Department	Contract Amount
Address	\$	Address	\$
County Contact Name/Phone	Date of Contract	County Contact Name/Phone	Date of Contract
IF CONSTRUCTION Architect Name/Phone		IF CONSTRUCTION Architect Name/Phone	
Type of Facility		Type of Facility	

Contract Type/Description	Contract Number	Contract Type/Description	Contract Number
Type of Work		Type of Work	
Department	Contract Amount	Department	Contract Amount
Address	\$	Address	\$
County Contact Name/Phone	Date of Contract	County Contact Name/Phone	Date of Contract
IF CONSTRUCTION Architect Name/Phone		IF CONSTRUCTION Architect Name/Phone	
Type of Facility		Type of Facility	

Contract Type/Description	Contract Number	Contract Type/Description	Contract Number
Type of Work		Type of Work	
Department	Contract Amount	Department	Contract Amount
Address	\$	Address	\$
County Contact Name/Phone	Date of Contract	County Contact Name/Phone	Date of Contract
IF CONSTRUCTION Architect Name/Phone		IF CONSTRUCTION Architect Name/Phone	
Type of Facility		Type of Facility	

FALSE CLAIMS

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Bidder/Proposer has no False Claims Act violations as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled "False Claim Act Violations Information:" (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the County should be aware.

False Claims

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation: _____

(2) Identity of tribunal or court and the case name or number, if any: _____

(3) Government contract or project involved: _____

(4) Government agency involved: _____

(5) Amount of fine imposed: _____

(6) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

False Claims

CIVIL LITIGATION HISTORY

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Civil Litigation History

CRIMINAL CONVICTIONS

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the five (5) years preceding the date this Bid/Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

CRIMINAL CONVICTION CERTIFICATION

If the Bidder/Proposer has no criminal convictions to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Criminal Convictions

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of conviction: _____
- (2) Name of case: _____
Court case identification number: _____
- (3) Identity of the law violated: _____

- (4) Identity of the prosecuting agency: _____

- (5) Contract or project involved: _____

- (6) Punishment imposed: _____

- (7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Criminal Convictions

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All bidders or proposers, whether a contractor or subcontractor, must complete this form to either: 1) request an exception from the Program requirements; or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or II, please sign and date this form below.

Part I: Jury Service Program is not Applicable to my Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It: 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding 12 months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

DEBARMENTS

Bidder/Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the ten (10) years preceding the date this Bid/Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) the identify of the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the Agency should be aware.

HISTORY OF DEBARMENT CERTIFICATION

If the Bidder/Proposer has no debarments to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

DEBARMENT INFORMATION

- (1) Date and duration of debarment: _____

- (2) Project name or contract involved: _____

- (3) Debarring agency: _____

- (4) Stated reason for debarment: _____

- (5) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

LABOR LAW/PAYROLL VIOLATIONS

Bidder/Proposer shall provide the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"Labor law/payroll violation" means for purposes of this disclosure a violation of the Davis-Bacon Act (40 USC section 276a) and/or a violation of California Labor Code sections 1720 through 1861 concerning the payment of prevailing wages, employment of apprentices and hours and working conditions.

For the three (3) years preceding the date this Bid/Proposal is due, identify on the following page any determination made by any Federal, State, or local public agency of a labor law/payroll violation arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Labor Law/Payroll Violations Information:" (1) the date of the determination of the violation, (2) the case number, if any, or other identifying information for the proceeding, (3) the identity of the government contract or project involved, (4) the identity of the government agency involved, (5) the description of violation, (6) the amount of any civil wage and penalty assessment, and (7) any exculpatory information of which the Agency should be aware.

LABOR LAW/PAYROLL VIOLATION CERTIFICATION

If the Bidder/Proposer has no labor law/payroll violations to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined to have violated any Federal, State, or local labor laws as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

LABOR LAW/PAYROLL VIOLATIONS INFORMATION

- (1) Date of violation determination: _____
- (2) Case number: _____
- (3) Government contract or project involved: _____

- (4) Government agency involved: _____

- (5) Description of the violation (attach disposition letter): _____

- (6) Amount of any civil wage and penalty assessment: _____

- (7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For	Services:	

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

-
- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reasons:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it in your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation:

Name	State	Year Inc.
------	-------	-----------

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(ies) of registration:

Name	County of Registration	Year Became DBA
------	------------------------	-----------------

_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm: _____ if yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
------	---------------------

_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final:

Proposer's Name

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

ATTACHMENT 1

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2XXX.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate
and politic, hereinafter referred to as COUNTY,

AND

NAME OF CONSULTANT,
hereinafter referred to as Consultant,

COUNTY has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide type of service – project name- specs. no.

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

COUNTY means either COUNTY; COUNTY, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated month-day, 2XXX. No work shall commence on this project until a written Notice to Proceed is issued by COUNTY. COUNTY does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the COUNTY.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to COUNTY of the services described in Article 2 above, including receipt and acceptance of such work by Director of the COUNTY of Los Angeles Department of Public Works (hereinafter called Director), COUNTY agrees to pay Consultant a maximum not to exceed fee of amount in words Dollars (\$ amount in figures).

COUNTY shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment dated date, 2XXX, up to a maximum of \$amount. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.

IN ABOVE PARAGRAPH, USE MONTHLY PAYMENTS AND MONTHLY INVOICES IF SERVICES WILL CONTINUE FOR MORE THAN ONE MONTH. OTHERWISE, USE PAYMENT AND INVOICE.

- b. Supplemental Consultant Services may be required at COUNTY'S discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule on file with Director.
- c. If Cost of Living Adjustments (COLA) are provided in the attachment, COUNTY shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to COUNTY employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange COUNTY, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this CONTRACT to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the CONTRACT period which coincides with that fiscal year.

In above paragraph (c), use only if COLA's are provided for in a multiple year CONTRACT, otherwise omit paragraph and renumber.

- d. In the event that budget reductions occur in any fiscal year covered by this AGREEMENT that may cause COUNTY to consider terminating this AGREEMENT, the COUNTY may attempt to renegotiate the terms of this AGREEMENT to reduce the cost thereof in lieu of termination under the termination provisions of the CONTRACT.
- e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for Consultant's performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this AGREEMENT in COUNTY'S budget for each future fiscal year, and in the event that funds are not appropriated for this AGREEMENT, this AGREEMENT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- f. Consultant will not be required to perform services which will exceed the CONTRACT amount, scope of work, and CONTRACT dates without amendment to this AGREEMENT.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the CONTRACT amount stipulated without amendment to this AGREEMENT.

- g. Consultant will notify COUNTY when CONTRACT amount has been incurred up to 75% of the CONTRACT total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. COUNTY'S Responsibility

COUNTY will make available drawings, specifications, and other records as available in COUNTY Department of Public Works' file. Notwithstanding the foregoing, COUNTY does not represent the accuracy of the content of said materials.

6. COUNTY'S Representative

Director or authorized representative, shall represent COUNTY in all matters pertaining to the services to be rendered pursuant to this AGREEMENT.

7. Term and Termination

The term of this AGREEMENT shall commence on the date of the first Notice to Proceed(, and unless otherwise modified, shall terminate on the date that the work is accepted by COUNTY). COUNTY may, at its sole option and discretion, cancel or terminate this AGREEMENT, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered. In the event of any such termination by COUNTY, Consultant shall provide to COUNTY a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by COUNTY.

8. Ownership of COUNTY Materials

a. Consultant and COUNTY agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this AGREEMENT and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, is and/or shall be the sole property of COUNTY (hereafter collectively, "COUNTY Materials"). Consultant hereby assigns and transfers to COUNTY all Consultant's right, title and interest in and to all such COUNTY Materials developed under this AGREEMENT.

Notwithstanding such COUNTY ownership in the COUNTY Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this CONTRACT. During and for a minimum of five years subsequent to the term of this CONTRACT, COUNTY shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

b. Consultant shall execute all documents requested by COUNTY and

shall perform all other acts requested by COUNTY to assign and transfer to, and vest in COUNTY, all Consultant's right, title and interest in and to the COUNTY Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this CONTRACT. COUNTY shall have the right to register all applicable copyrights, trademarks and patents in the name of the COUNTY of Los Angeles. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all COUNTY'S rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the COUNTY Materials.

c. Consultant represents and warrants that the COUNTY Materials prepared herein under this AGREEMENT, is the original work of Consultant and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the COUNTY Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the COUNTY Materials.

Consultant shall defend, indemnify and hold COUNTY harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from COUNTY'S use of COUNTY Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against COUNTY based on a claim that COUNTY Materials furnished hereunder by Consultant and used within the scope of this AGREEMENT infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by COUNTY. COUNTY will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

d. Consultant shall affix the following notice to all COUNTY Materials: "© Copyright 2007 (or such other appropriate date of first publication), COUNTY of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as COUNTY may direct.

e. COUNTY shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all COUNTY Materials resulting from this AGREEMENT. COUNTY will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the COUNTY Materials.

f. If directed to do so by COUNTY, Consultant will place the COUNTY name and COUNTY logo on COUNTY Materials developed under this AGREEMENT. Consultant may not however, use the COUNTY name and COUNTY logo on any other materials prepared or developed by Consultant that falls outside the scope of this AGREEMENT.

9. Indemnification and Insurance

Two alternative Indemnification and Insurance Provisions are set forth in Attachments 2 and 3 of this AGREEMENT.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles COUNTY Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by COUNTY.

Consultant specifically recognizes and agrees that if COUNTY finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of CONTRACT upon which COUNTY may determine to cancel, terminate, or suspend the CONTRACT. While COUNTY reserves the right to determine individually that the anti-discrimination provision of the CONTRACTS have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or Federal anti-discrimination laws shall constitute a finding by COUNTY that Consultant has violated the anti-discrimination provisions of the CONTRACT.

At its option, and in lieu of canceling, terminating, or suspending the

CONTRACT, COUNTY may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. COUNTY and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Contractor Status

This AGREEMENT is by and between COUNTY of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and Consultant.

Consultant understands and agrees that all persons furnishing services to COUNTY pursuant to this AGREEMENT are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of COUNTY.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this AGREEMENT.

12. COUNTY'S Quality Assurance Plan

COUNTY, or its agent, will evaluate Consultant's performance under this AGREEMENT on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all CONTRACT terms and performance standards. Consultant deficiencies which COUNTY determines are severe or continuing, and that may place performance of the AGREEMENT in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and Consultant. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this AGREEMENT or impose other penalties as specified in this AGREEMENT.

13. Assignment

This AGREEMENT shall not be assigned without the prior written consent of COUNTY. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this AGREEMENT or is concerning or connected with services performed pursuant to this AGREEMENT, shall be deemed to be in the courts of the State of California located in Los Angeles COUNTY, California.

15. Conflict of Interest

No COUNTY employee in a position to influence the award of this AGREEMENT or any competing AGREEMENT, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this AGREEMENT.

16. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this AGREEMENT, either as a prime Consultant or subconsultant, or as a Consultant to any other prime Consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the COUNTY of the bid by the prime Consultant in question.

17. Lobbying

Consultant and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles COUNTY Code Section 2.160.010, retained by Consultant, shall fully comply with COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160. Failure on the part of Consultant or any COUNTY lobbyist or COUNTY lobbying firm retained by Consultant to fully comply with COUNTY Lobbyist Ordinance shall constitute a material breach of this CONTRACT, upon which COUNTY may immediately terminate or suspend this CONTRACT.

18. Gratuities

It is improper for any COUNTY officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the CONTRACT or that Consultant's failure to provide such consideration may negatively affect COUNTY'S consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee, or agent for the purpose of securing

favorable treatment with respect to the award of the CONTRACT.

Consultant shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee, or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

USE FOLLOWING PARAGRAPH ONLY FOR CONTRACTS OVER \$250,000.
RENUMBER ACCORDINGLY.

19. Employment of Laid-Off COUNTY Employees

Should Consultant, or any subconsultant performing more than \$250,000 of the CONTRACT value, require additional or replacement personnel to perform services under this CONTRACT other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list.

19. Consultant's Warranty of Adherence to COUNTY'S Child Support Compliance Program

Consultant acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through CONTRACT are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting Consultant's duty under this CONTRACT to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this CONTRACT. Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure to cure such default within 90 days of notice by the Los Angeles COUNTY Child Support Services Department shall be grounds upon which COUNTY Board of Supervisors may terminate this CONTRACT.

20. Consultant's Acknowledgment of COUNTY'S Commitment to Child Support Enforcement

Consultant acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is COUNTY'S policy to encourage all COUNTY consultants to voluntarily post COUNTY'S L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business. COUNTY'S DISTRICT Attorney will supply Consultant with the poster to be used.

21. Termination for Improper Consideration

COUNTY may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing the AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of the AGREEMENT or the making of any determinations with respect to Consultant's performance pursuant to the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

22. Consideration of GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this AGREEMENT, Consultant shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work

(GROW) Program who meet Consultant's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category to Consultant.

23. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

24. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

25. COUNTY Rights

The COUNTY may employ, either during or after performance of this CONTRACT, any right of recovery the COUNTY may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the COUNTY under this CONTRACT are in addition to any right or remedy provided by California law.

26. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which COUNTY may be found jointly or solely liable.

27. Prevailing Wage Requirements

Consultant must comply with all applicable prevailing wage requirements. The subject project is a public work as defined in Section 1720 of the California Labor Code.

28. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and

regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless COUNTY, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

29. Consultant Responsibility and Debarment

a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the CONTRACT. It is the COUNTY'S policy to conduct business only with responsible consultants.

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the Consultant on this or other CONTRACTS which indicates that the Consultant is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on COUNTY CONTRACTS for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing CONTRACTS the Consultant may have with the COUNTY.

c. The COUNTY may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a CONTRACT with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a CONTRACT with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

d. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's

representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

g. If the Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subconsultants of COUNTY Consultants.

30. Compliance with Jury Service Program

This CONTRACT is subject to provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code.

a. Unless Consultant has demonstrated to the COUNTY'S satisfaction either that Consultant is not a Consultant as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, Consultant means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a COUNTY Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY CONTRACTS or subcontracts. Employee means any California resident who is a full -time employee of Consultant. Full- time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the COUNTY under the CONTRACT, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract AGREEMENT and a copy of the Jury Service Program shall be attached to the AGREEMENT.

c. If Consultant is not required to comply with the Jury Service Program when the CONTRACT commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify COUNTY if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that Consultant demonstrate to the COUNTY'S satisfaction that Consultant either continues to remain outside the Jury Service

Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.

d. Consultant's violation of this Section of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future COUNTY CONTRACTS for a period of time consistent with the seriousness of the breach.

31. No Payment for Services Provided Following Expiration/Termination of AGREEMENT

Consultant shall have no claim against COUNTY for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this AGREEMENT. Should Consultant receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this AGREEMENT.

32. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the COUNTY'S policy to encourage all COUNTY Consultants to voluntarily post the COUNTY'S, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The COUNTY'S Department of Children and Family Services will supply the Consultant with the poster to be used.

33. Consultant Assignment

a. Consultant shall not assign its rights or delegate its duties under the AGREEMENT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the AGREEMENT, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the AGREEMENT shall be deductible, at COUNTY'S sole discretion, against the claims which Consultant may have against COUNTY.

b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the AGREEMENT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this AGREEMENT.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the AGREEMENT which may result in the termination of the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

34. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

35. Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Article X "Contractor's Warranty of Compliance with COUNTY'S Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

36. Notices

Any notice required or desired to be given pursuant to this AGREEMENT shall be given in writing and addressed as follows:

COUNTY

CONSULTANT

Department of Public Works
Architectural Engineering Division
CONTRACTS & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-xxxx

The address for notice may be changed by giving notice pursuant to this paragraph.

37. Entire AGREEMENT

This CONTRACT constitutes the entire AGREEMENT between COUNTY and Consultant and may be modified only by further written AGREEMENT between the parties hereto.

Use paragraph below for delegation CONTRACTS.

IN WITNESS WHEREOF, the Director of the Los Angeles COUNTY Department of Public Works has caused this AGREEMENT to be subscribed pursuant to authority delegated by the Board of Supervisors under Section 2.18.030 et seq. of COUNTY Code, and Consultant has executed this AGREEMENT, the day, month, and year first above written.

Use paragraph below of Board CONTRACTS.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

NAME OF CONSULTANT

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy County Counsel

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1/2010

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any and all liability, expense (including defense costs and legal fees), lawsuits, actions, claims, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier.

The foregoing paragraph notwithstanding, Consultant further shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this AGREEMENT on behalf of Consultant by any person.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

II. INSURANCE

Without limiting Consultant's indemnification of COUNTY and during the term of this AGREEMENT, Consultant shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and primary to, and not contributing with, any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, Architectural Engineering Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803, prior to commencing services under this AGREEMENT, shall specifically identify this AGREEMENT, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Consultant to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this AGREEMENT.

A. Liability:

Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.
 - b. If written on a Claims Made Form, the Consultant shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.
2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the Consultant is legally required to cover.

C. Professional Liability:

Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per claim or occurrence, and Two Million Dollars (\$2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two (2) years from the date of termination or completion of this AGREEMENT.

Consultant agrees to the above Indemnification and Insurance Provisions.

Initials

ALTERNATIVE 2

INDEMNIFICATION AND INSURANCE PROVISIONS

A. **INSURANCE**: Consultant shall, at its own expense, maintain with insurance companies acceptable to the COUNTY general liability, professional liability, comprehensive automobile liability, and workers' compensation insurance as set forth below:

1. **General Liability Insurance**: The Consultant shall maintain general liability insurance written on a commercial or comprehensive general liability form(s) that include(s) coverage for premises-operations, products/completed operations, contractual liability, broad-form property damage, and personal injury liability. The general liability policy shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

2. **Professional Liability Insurance**: Consultant shall maintain professional liability insurance, including contractual liability coverage, with policy limits of at least One Million Dollars (\$1,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

3. **Comprehensive Automobile Insurance**: The Consultant shall maintain automobile insurance for all owned, non-owned, and hired vehicles with a combined single limit of One Million Dollars (\$1,000,000) per occurrence or accident.

4. **Workers' Compensation Insurance**: The Consultant shall maintain workers' compensation insurance in an amount and form which will meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability Coverage with limits of One Million Dollars (\$1,000,000) per occurrence.

5. **General Conditions Relating to Insurance**:

a. **Additional Insureds**: The COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") shall be named as additional insureds on each policy, except workers' compensation and professional liability insurance, the Consultant is required to provide under this AGREEMENT. Such insurance shall be primary to, and not contributing with, any other insurance maintained by or for the COUNTY and its related persons and entities.

b. **Waiver of Subrogation**: Each policy obtained by the Consultant to fulfill its obligations under this provision shall contain a provision waiving the right of the insurer to subrogate against the COUNTY and its related persons and entities for any liability covered by the policy.

c. **Claims Made Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on a claims-made basis, the policy shall be endorsed to provide an extended reporting period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

d. **Occurrence Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on an occurrence basis, the policies and any endorsements required by this provision (including, but not limited to, the additional insured endorsements) shall be maintained in full force and effect for a period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

e. **Certificate of Insurance**: Prior to commencing work on the project referred to in this AGREEMENT, the Consultant shall provide to the COUNTY certificate(s) of insurance identifying the insurers, policies, coverages, and limits of liability for the insurance the Consultant is required to provide under this provision. Accompanying the certificate(s) shall be a copy of the required additional insured endorsement(s) to the policies obtained by the Consultant as set forth above.

f. **Notice of Cancellation or Nonrenewal**: Each policy shall require the insurer to give the COUNTY at least 30 days notice of termination of the policy by cancellation, rescission, nonrenewal, or otherwise. Notice shall also be given to COUNTY of any material change in the terms of the coverage required to be maintained by the Consultant under this provision.

g. **Delivery of Notices**: All certificates and notices required by this provision shall be in writing and shall be delivered to the Department Contract Administrator. The notices and certificates shall refer to this contract.

h. **Maintenance of Insurance**: The Consultant shall promptly pay the premiums on all insurance policies required under this provision. The Consultant further agrees that the policies shall remain in full force and effect as required by this AGREEMENT. Consultant shall immediately obtain replacement coverage for any policy which is terminated, canceled, non-renewed, or which has paid policy limits, or upon the insolvency of the insurer issuing the policy.

i. **Breach**: Failure on the part of Consultant to procure or maintain insurance as required by this provision shall constitute a material breach of this contract. In the event of such a breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or at its sole discretion, the COUNTY may obtain replacement coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

B. **INDEMNIFICATION**: To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") from any and all claims, liabilities, expenses (including defense costs and legal fees), lawsuits, actions, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or related to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier. The obligation to indemnify the COUNTY is in addition to the obligation to procure insurance as set forth in this provision.

COUNTY agrees that prior to demanding a defense from the Consultant, that it or Consultant shall tender such claim to the insurers issuing the policies of insurance referred to in this provision. If the claims are not covered by any policy referred to in this provision, or the insurers fail or refuse to defend or indemnify the COUNTY or any of its related persons and entities, then the Consultant's duty to defend, indemnify and hold harmless the COUNTY under the foregoing indemnity provision shall apply in full.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

C. **SUBCONSULTANTS' INSURANCE AND INDEMNIFICATION**: Consultant shall require subcontractors, subconsultants, and independent contractors to maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the COUNTY and its related persons and entities as additional insureds under each such policy.

Consultant further shall require its contractors, subcontractors, consultants, and subconsultants, to indemnify and defend the COUNTY and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of each contractor, subcontractor, consultant, subconsultant, or any tier.

Failure on the part of Consultant to require its subcontractors, subconsultants, and independent contractors to provide insurance and indemnification shall constitute a material breach of this contract. In the event of such breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or in its sole discretion, the COUNTY may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

Consultant agrees to the above Indemnification and Insurance Provisions.

Initials

County of Los Angeles

DESIGN-BUILD MANUAL

(Scoping Professional)

September 29, 2009



DEPARTMENT OF PUBLIC WORKS
PROJECT MANAGEMENT DIVISION I
PROJECT MANAGEMENT DIVISION II
ARCHITECTURAL ENGINEERING DIVISION

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1 Executive Summary

1.1 Purpose

The purpose of this manual is to provide the scoping professional with the County's requirements for deliverables and processes for implementing design-build projects.

The manual is divided in three sections:

1. **Executive Summary** - This section defines the participants and over views the design-build process, including scoping, selection, design, and construction activities.
2. **Implementation Process** – This section describes protocols, communications, review requirements, and scoping services.
3. **Checklists** – This section provides various check lists to assist in defining project requirements.

1.2 Participants

Chief Executive Office (CEO) is the County asset manager charged with controlling the County finances, funding and coordinating capital improvements, and operations and maintenance needs of the tenant departments.

Tenant Departments provide various services in the County. Specific needs and functional requirements to meet the operations are defined by the tenant departments and the CEO as part of the capital project.

Public Works is responsible for managing the design and construction of capital improvement projects.

Project Manager is a County representative and the scoping professional's single point-of-contact with the County. The project manager will draw upon County resources to meet project needs and County obligations.

Scoping Professional is a licensed professional retained by Public Works to prepare scoping documents that establish and define the performance requirements of design-build project. The scoping professional's responsibility may also include evaluation of the design-builder's proposed design and/or construction for conformance with the intended scope, quality, and performance criteria. The scoping professional and consultants are precluded from participation in preparing design-builder proposals.

Design-Builder is an entity comprised of design professionals and building construction contractor(s). The design-builder is selected based on qualifications, life cycle costs, skilled labor force availability, acceptable safety record, price, and other factors that may include personnel, organization, project delivery plan (including safety plan, quality assurance and control, project schedule, etc.), oral presentation, and/or other criteria.

Director is the Director of Public Works or her/his designee.

1.3 Process

The design-build process enhances capital projects delivery by combining the design and construction forces into a single entity. A goal of design-build is improving the coordination of activities while efficiently producing a solution meeting the County's needs. Design-build relies on the cooperation of all participants to work in a collaborative effort. It also requires that a measure of trust be placed in each participant.

Each participant's responsibility may change at points throughout the process and is outlined in the following illustration. The graphic table also illustrates the

design-build communications and process and key documents required throughout the design-build process.

1.3.1 Scoping

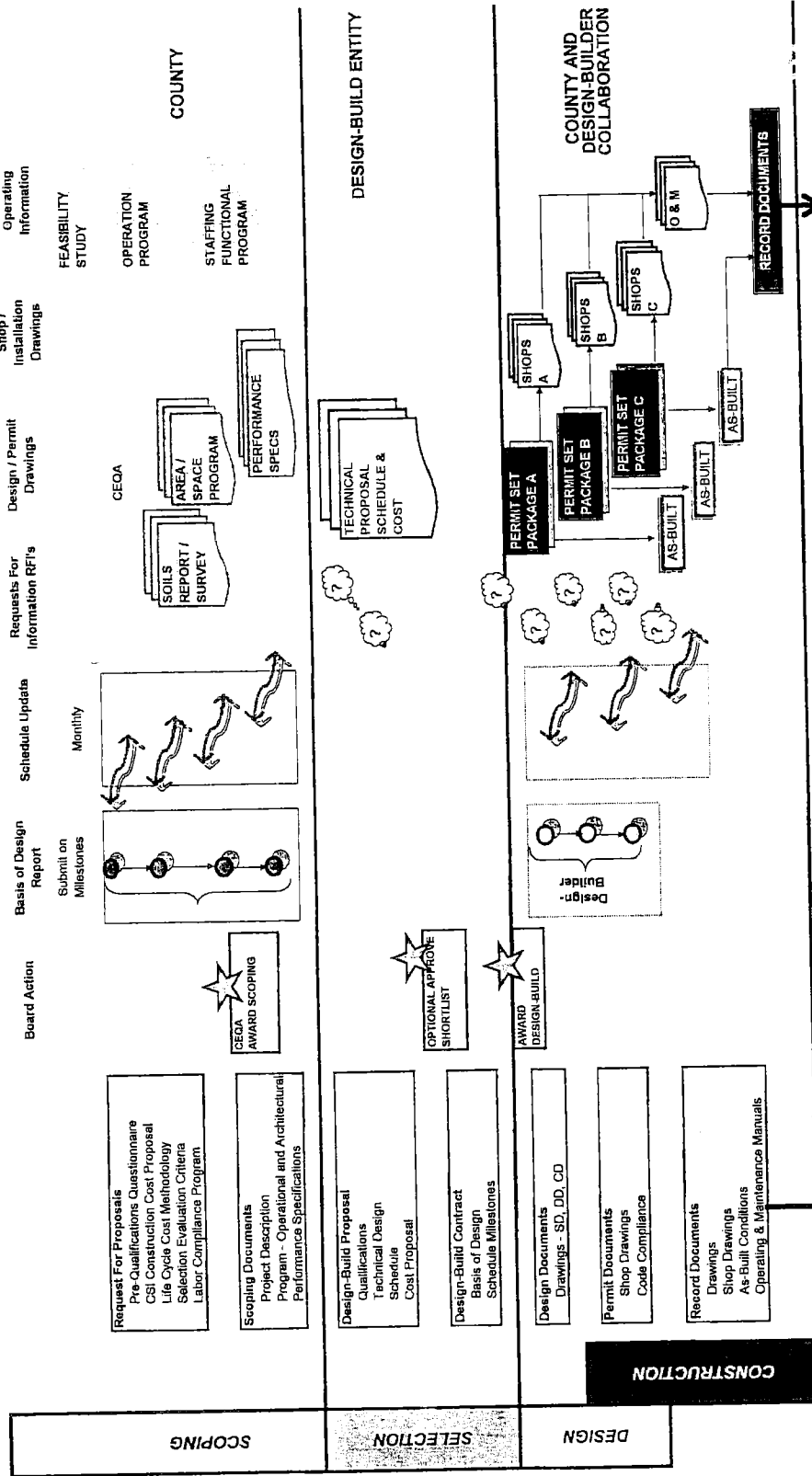
Generally, the scoping documents establish the operational performance and design criteria relative to development of a specific County project. These documents define the basic functional and spatial needs, projected costs, schedule, design standards, and/or other pertinent technical criteria and guidelines to be considered when designing a building that is to be efficient, effective, and responsive to the operational requirements of the proposed occupants.

The scoping documents may include, but not be limited to plans, performance specifications/criteria, Basis of Design Report (BDR), life cycle cost requirements, environmental documentation, geotechnical report, site topographical survey, etc. The design-build Request for Proposals (RFP) will contain the scoping documents.

1.3.2 Qualifications and Selection

The County will typically select the scoping professional by issuing a Request for Qualifications (RFQ), including a detailed scope of work, evaluating the information received, and selecting the most qualified scoping professional. An alternate method would be to use an as-needed architect/engineer contract if approved by the Division Head. Public Works will then negotiate fees, schedule, and deliverables with the selected scoping professional. Public Works will then award the scoping services contract under the Director's delegated authority or recommend that the Board of Supervisors award the contract and delegate to the Director the authority to execute the contract and establish the effective date.

DESIGN-BUILD COMMUNICATIONS & PROCESS



2 Implementation Process

2.1 Communications

Communication is a critical function of any team effort. To ensure the County and scoping professional maintain open and free flowing lines of communication throughout the design-build process, the County project manager will be the facilitator for the County and the single point-of-contact and direction with the scoping professional.

2.2 Notice to Proceed

Upon execution of the contract, the County will issue a Notice to Proceed (NTP) to the scoping professional to commence work. Unless otherwise specified, only one NTP will be issued for the scoping document preparation.

2.3 Project Directory/Emergency Call List

To assure communication, easy reference, and consistency on the project, the scoping professional shall prepare, distribute, and maintain a project directory/emergency call list containing basic project-related information for use by the project delivery team, i.e., project manager, consultants, inspectors, County tenant department contacts, key personnel, and consultants. As a minimum, it shall contain list of names, addresses, e-mail addresses, telephone, and FAX numbers of these key individuals.

2.4 Project Initiation

The County and scoping professional will initiate and maintain a collaborative partnering process during preparation of the scoping documents. The scoping professional, as defined in their contract scope of work, may also participate in partnering workshops with the design-builder.

2.5 Scoping Documents

The scoping professional will prepare the scoping documents. The scoping documents should include adequate information, reference standards, and parameters that the design-builder shall use to develop the design, prepare construction documents, obtain jurisdictional approvals, and construct the project. The scoping documents will also include performance specifications organized using the Construction Specifications Institute (CSI) Unifomat. The scoping professional is responsible for coordination of all the architectural, engineering, and other associated disciplines working on the project prior to award of the design-build contract. The scoping professional shall implement adequate quality assurance/quality control review to ensure compliance with the project scope. The scoping documents should also include the form and means

the design-builder will use to confirm and demonstrate to the County and scoping professional that the performance criteria are met. See the checklists in Section 3.

The design-builder shall develop space/functional programs, design drawings, and detailed construction and specification documents fulfilling the intent of the scope of work as defined in the scoping documents and design-builder's proposal and contract. The County may require the Scoping Professional to review the design-builder's submittals for compliance with the scoping documents as stated in the scoping contract.

2.6 Progress Meetings/Attendees

The scoping professional shall maintain status meeting minutes until the design-builder is awarded a contract. The scoping professional's contract will address the requirements, responsibilities, and continued participation in meetings during the design and construction of the project. The attendees at these meetings shall include, but not be limited to, the project manager, the scoping professional, any necessary consultants, the CEO, the tenant departments, and jurisdictional agencies (if appropriate).

2.7 Organization and Documentation of Meetings

Unless otherwise directed in writing by the project manager prior to award of the design-build contract, the scoping professional shall be responsible for:

- Coordinating all regularly scheduled meetings, including scheduling and notifying all anticipated attendees of any required special meetings preferably one (1) week in advance.
- Preparing an agenda that outlines each meeting's content and objectives and distributing it to all attendees no less than two (2) business days prior to the day of the meeting.
- Recording and preparing minutes describing all issues discussed, decisions made, and action items assigned during each meeting. Minutes shall be prepared in a standard format as prescribed by the County. If the County does not object to the content of such minutes within five (5) business days following receipt of the minutes, the contents shall be deemed accepted. If there is any objection(s) to the minutes, such objection(s) shall be resolved between the parties before the next scheduled meeting. Minutes should be entered into the expedition module of PCS.

2.8 Basis of Design Report

The scoping professional will prepare a BDR and shall provide updated BDR with each submittal. The purpose of the updated BDR is to document the understanding of and compliance with the program and design direction for the

project. The report shall provide a narrative history of each phase, including compliance with and any deviations from the approved program and design direction. The updated BDR is a stand-alone document that clearly articulates the rationale and justification for the proposed performance criteria and design solutions. The updated BDR shall contain sections for each of the disciplines listed in Checklists 3.1 and 3.2.

2.9 Schedules

The schedule shall have at minimum:

- Level 1 shall include the major portions of the work, such as program, design, jurisdictional review and approval, construction, and close out.

2.10 Sustainable Design

The purpose of the Countywide Energy and Environmental Policy, Sustainable Design Program, and Low Impact Design (LID) is to optimize the performance and extend the useful life of the County's buildings through the integration of sustainable, green features into the design of the County's capital improvement and refurbishment projects. Toward this end, the facility shall be designed and constructed in an environmentally responsible manner, utilizing sustainable design concepts, systems, and materials to the maximum extent practical.

Enhance building sustainability through the integration of green, sustainable principles into the planning, design, and construction of County capital projects which:

- Complement the functional objectives of the project.
- Extend the life cycle/useful life of buildings and sites.
- Optimize energy and water use efficiency.
- Improve indoor environmental quality and provide healthy work environments.
- Reduce ongoing building maintenance requirements.
- Encourage use and reuse of environmentally friendly materials and resources.
- LEED Rating Analysis Report and Certification.
- Sustainable Design Program and LID.

2.11 LEED Certification

The scoping team shall ensure LEED construction design and construction practices that significantly reduce or eliminate the negative impact of building on the environment and occupants are utilized and included in the scoping documents. Project design and LEED points shall comply with requirements for LEED certification. The design-build team shall bear all costs for LEED design and LEED certification.

2.12 Additional Services

Any additional services necessitated by decisions made shall be approved in writing by the project manager and subject to the terms and conditions of the contract.

2.13 Environmental Documents and Mitigation Measures

The environmental documents and the mitigation measures associated with the design and construction and/or other related documents shall be made available and provided by the County as part of the design-build RFP.

2.14 Submittals and Approvals

All scoping document submittals shall comply with the program and design direction. Cost estimates shall be provided and updated for each scoping document submittal to reflect approved changes. Submittals will be reviewed by the County and other agencies as deemed necessary. The scoping professional is responsible for the coordination and resolution of all requirements. The scoping professional shall provide a written disposition for all review comments prior to County approval and acceptance of the submittals.

2.15 Preliminary Agency Review

The scoping professional shall submit the scoping documents for a preliminary compliance review to the County of Los Angeles Department of Public Works, Building and Safety Division, and any other agencies with jurisdiction over the project. A copy of all correction sheets generated by preliminary jurisdictional reviews shall be provided to the project manager for the record.

2.16 Commissioning and Start-up Documentation

Commissioning is a process by which the design-builder will be able to demonstrate to the County that it has completed the project and that the building will perform as specified in the scoping documents. The process of establishing tests required for commissioning will be a collaborative effort between the County, scoping professional, commissioning agent (s), and the design-builder. Public Works and/or the scoping professional will provide an outline commissioning plan in the design-build RFP.

Public Works will require the design-builder to perform building commissioning on all design-build projects for the purpose of verifying compliance of the project to the requirements of the contract along with any amendments approved by Public Works during the design-build process. The scoping professional's contract will define his scope of work, if any, during commissioning.

Where LEED certification is required, Public Works will coordinate with the design-builder to determine the exact tests and project criteria required to demonstrate compliance with the project criteria.

3 Checklists

Scoping document items at a minimum for inclusion in the RFP are described in Table 3.1. The project manager and Section Head should use this checklist to determine the specific items needed from the scoping professional and the other parties responsible for preparing the documents to be included in the design-build RFP. These items are in addition to the standard forms, contract, general and supplemental conditions, and certification forms required for every project.

Table 3.1

CEO	Tenant	DPW	Scoping Professional	Consultant	Other	
•	•					Needs Assessment
•	•					Feasibility Analysis
						Program
•	•					Functional
•	•					Operational
•	•					Staffing
		•	•	•		Architectural
			•			Program Validation
•						Funding Source / Audit Requirements / Restrictions
•		•		•		Environmental Documents
				•		CEQA / NEPA
				•		NOI, IS, EIR, MMP, MND, ND, CE.
		•		•	•	Phase I Study
		•		•	•	Phase II Study
		•		•	•	Historic Structures Eligibility / Assessment
•	•	•	•			Project Specific LCC Criteria
		•				Project Schedule Milestones
		•				Cost Proposal Form template to be completed by CSI Division
		•				LCC Life Cycle Cost Analysis
		•				Discount Rates
		•				Utility Rates
		•				Maintenance Items to be included
		•				Period of LCC in years
		•				Template form to be completed
•	•	•	•			Scoping Documents
		•		•		Hazardous Materials Survey
		•				Flood Plain Determination
		•	•			Regional Planning, General Plan, Specific Plan requirements
		•	•			Jurisdictional Agencies
		•		•		Geotechnical Report
		•		•		Topographic and / or ALTA Survey
		•		•		Easements
		•		•		Entitlements
		•		•		CCR – Codes, Covenants, Restrictions

[illegible]

3.1 Minimum Drawing Submittals

Certification by the design-builder attesting the submittal meets the requirements of the contract shall include the certification that the minimum submittal requirements in this section are met.

Minimum drawing submittals for each phase of the design-builder process are described in the following checklists. Depending on the complexity of the project, the project manager may elect to include project specific submittals by amending this table. Similarly, the scoping professional or the design-builder may elect to include more drawings for submittal to the County.

Minimum Drawing Submittals	PHASES							
	SCOPING DOC	DESIGN-BUILDER						
		SD	DD	50% CD	PLAN CHECK	PERMIT	AS-BUILT	RECORD
Title Sheet		•	•	•	•	•	•	•
Abbreviations, Symbols, Notes, Drawing Index		•	•	•	•	•	•	•
Legal Description	•		•	•	•	•	•	•
Vicinity Map / Key Plans	•	•	•	•	•	•	•	•
Site Survey	•	•	•	•	•	•	•	•
Civil	•	•	•	•	•	•	•	•
Basis of Design Report	•	•	•	•	•	•	•	•
Abbreviations, Symbols, Notes, Index			•	•	•	•	•	•
Existing Conditions, Demolition	•		•	•	•	•	•	•
Horizontal Control Plans			•	•	•	•	•	•
Grading Plans			•	•	•	•	•	•
Paving Plans			•	•	•	•	•	•
Utility Plans			•	•	•	•	•	•
Erosion Control Plans					•	•		
Storm Water Pollution Prevention Plans				•	•	•	•	•
Profiles				•	•	•	•	•
Details				•	•	•	•	•
Architectural	•	•	•	•	•	•	•	•
Basis of Design Report	•	•	•	•	•	•	•	•
Abbreviations, Symbols, Notes, Index		•	•	•	•	•	•	•
Building Code Analysis	•	•	•	•	•	•	•	•
Zoning Code Analysis	•	•	•	•	•	•	•	•
ADA				•	•	•	•	•
Site Analysis and Architectural Program	•	•	•	•	•	•	•	•
Site Plan		•	•	•	•	•	•	•
Demolition Plans			•	•	•	•	•	•

Minimum Drawing Submittals	PHASES							
	DESIGN-BUILDER							
	SCOPING DOC	SD	DD	50% CD	PLAN CHECK	PERMIT	AS-BUILT	RECORD
Floor Plans		•	•	•	•	•	•	•
Roof Plans		•	•	•	•	•	•	•
Elevations		•	•	•	•	•	•	•
Stairs Plans				•	•	•	•	•
Elevator Plans				•	•	•	•	•
Building Sections		•	•	•	•	•	•	•
Wall Sections			•	•	•	•	•	•
Enlarged Plans			•	•	•	•	•	•
Reflected Ceiling Plans			•	•	•	•	•	•
Schedules: Finishes, Doors, Windows,			•	•	•	•	•	•
Wall Types				•	•	•	•	•
Details				•	•	•	•	•
Furniture, Equipment Plans		•	•	•	•	•	•	•
Casework					•	•	•	•
Signage					•	•	•	•
Structural	•	•	•	•	•	•	•	•
Basis of Design Report	•	•	•	•	•	•		
Abbreviations, Symbols, Notes, Index			•	•	•	•	•	•
Site Plan, Boring locations, Boring Logs			•	•	•	•	•	•
Demolition Plans			•	•	•	•	•	•
Foundation Plan			•	•	•	•	•	•
Framing Plans				•	•	•	•	•
Sections				•	•	•	•	•
Details				•	•	•	•	•
Mechanical	•	•	•	•	•	•	•	•
Basis of Design Report	•	•	•	•	•	•		
Abbreviations, Symbols, Notes, Index			•	•	•	•	•	•
Site Plan			•	•	•	•	•	•
Demolition Plans			•	•	•	•	•	•
HVAC Plans				•	•	•	•	•
Sections				•	•	•	•	•
Details				•	•	•	•	•
Control Diagrams				•	•	•	•	•
Piping and Riser Diagrams				•	•	•	•	•
Schedules: Equipment			•	•	•	•	•	•
Title 24 Compliance Forms				•	•	•	•	•
Plumbing	•	•	•	•	•	•	•	•
Basis of Design Report	•	•	•	•	•	•		
Abbreviations, Symbols, Notes, Index			•	•	•	•	•	•

	PHASES							
	SCOPING DOC	DESIGN-BUILDER						
		SD	DD	50% CD	PLAN CHECK	PERMIT	AS-BUILT	RECORD
Site Plans			•	•	•	•	•	•
Demolition Plans				•	•	•	•	•
Floor Plans			•	•	•	•	•	•
Sections				•	•	•	•	•
Details				•	•	•	•	•
Schedules: Equipment, Fixtures				•	•	•	•	•
Risers Diagrams				•	•	•	•	•
Electrical	•	•	•	•	•	•	•	•
Basis of Design Report	•	•	•	•	•	•		
Abbreviations, Symbols, Notes, Index			•	•	•	•	•	•
Site Plans			•	•	•	•	•	•
Demolition Plans				•	•	•	•	•
Power and Signal Plans			•	•	•	•	•	•
Lighting Plans			•	•	•	•	•	•
Details				•	•	•	•	•
Single Line Diagrams			•	•	•	•	•	•
Schedules: Panels, Fixtures				•	•	•	•	•
Title 24 Compliance Forms				•	•	•	•	•
Landscaping	•	•	•	•	•	•	•	•
Basis of Design Report	•	•	•	•	•	•		
Abbreviations, Symbols, Notes, Index		•	•	•	•	•	•	•
Demolition Plans				•	•	•	•	•
Site Plans		•	•	•	•	•	•	•
Planting Plans			•	•	•	•	•	•
Irrigation Plans				•	•	•	•	•
Sections				•	•	•	•	•
Details				•	•	•	•	•
Low Voltage	•	•	•	•	•	•	•	•
Basis of Design Report	•	•	•	•	•	•		
Abbreviations, Symbols, Notes, Index			•	•	•	•	•	•
Site Plan			•	•	•	•	•	•
Demolition Plans				•	•	•	•	•
Floor/ceiling Plans			•	•	•	•	•	•
Sections				•	•	•	•	•
Details				•	•	•	•	•
Riser Diagrams				•	•	•	•	•
Others								

3.2 Minimum Specification Submittals

Minimum project manual and supporting data submittals for each phase of the design-builder process are described in the checklist. Depending on the complexity of the project, the project manager may elect to include more submittals by amending this table. Similarly, the scoping professional or the design-builder may elect to include more project manual and supporting data submittals to the County.

Minimum Project Manual and Supporting Data Submittals	PHASES								
	SCOPING DOC	SD	DD	50% CD	PLAN CHECK	PERMIT	AS-BUILT	RECORD	
General Conditions	•								
Supplemental Conditions	•								
Performance Specifications (All Divisions)	•	•							
Performance and Product Specifications			•	•	•	•	•	•	
Product Data Sheets					•	•			
Colors and Finishes Boards			•						
Samples						•			
Shop Drawings						•	•	•	
LEED Analysis and Certification Requirements	•	•	•						
LEED Certification Documentation				•	•	•	•	•	
Calculations: Civil			•	•	•				
Calculations: Architectural		•	•	•	•				
Calculations: Structural			•	•	•				
Calculations: Mechanical			•	•	•				
Calculations: Plumbing			•	•	•				
Calculations: Electrical			•	•	•				
Calculations: Landscape			•	•	•				
Calculations: Low Voltage				•	•				
Mock-Ups	•						•		
Start-Up Procedures	•						•		
Warranty	•						•		
Commissioning Reports	•						•		
Training	•						•		
Certificates	•						•		
Attic Stock	•						•		
O & M Manuals	•						•		
Test Reports	•					•	•		
Test Requirements	•					•	•		

3.3 Summary of Submittals

Minimum required submittals for the project are described in the checklist. The project manager shall coordinate the list with the scoping professional and add the applicable sections under each Division and indicate the submittal requirements of each Section by checking the appropriate boxes.

A box noted with a symbol of "●" indicates that the submittal is required for County's review. Submission of the required submittals does not relieve the design-builder's responsibility of conformance with the contract documents.

A box noted with a symbol of "o" indicates that the submittal is not required for County's review. After submission of this submittal as scheduled, the design-builder shall proceed with the design or construction without waiting for the County's response. Submission of the required submittals does not relieve the design-builder's responsibility of conformance with the contract documents.

Summary of Required Submittals by Specification Sections											
	Product Data	Samples	Shop Drawings	Calculations	Mock-Ups	Start-Up Procedure	Warranty	Certifications	Attic Stock	O & M	Test Reports Installation Instructions
Division 1 General Requirements											
Division 2 Site Work											
Division 3 Concrete											
Division 4 Masonry											
Division 5 Metals											
Division 6 Wood and Plastic											
Division 7 Thermal / Moisture Protection											
Division 8 Doors and Windows											
Division 9 Finishes											
Division 10 Specialties											
Division 11 Equipment											
Division 12 Furnishings											

Summary of Required Submittals by Specification Sections											
	Product Data	Samples	Shop Drawings	Calculations	Mock-Ups	Start-Up Procedure	Warranty	Certifications	Attic Stock	O & M	Test Reports Installation Instructions
Division 13 Special Construction											
Division 14 Conveying Systems											
Division 15 Mechanical											
Division 16 Electrical											