

**Estimate: \$23,000,000**

**INFORMATION FOR BIDDERS**

Notice is hereby given that the Department of Public Works of the County of Los Angeles will receive sealed bids in a place, time and manner hereinafter described for furnishing all materials, labor and equipment required for the construction to complete the following work:

**PROJECT: Twin Towers Correctional Facility Elevators Project  
450 Bauchet Street, Los Angeles, CA 90012**

**SPECIFICATIONS: 7675**

**DATE OF BID OPENING: February 15, 2023**

Each bid shall be submitted on the proper form electronically through BidExpress, on/or before **11:00 a.m.** on the bid opening date.

Due to the amount of time it takes to download bids from BidExpress, the bids will be publicly opened, examined, and declared by the Department of Public Works at 3:00 p.m. using Microsoft Teams Meeting, or County accepted platform. The information and link to access the bid opening will be posted on Public Works website, on the project information link. Bidders may participate in the public bid opening by visiting the Los Angeles County Public Works Business Opportunities Website at [dpw.lacounty.gov/contracts/opportunities.com](http://dpw.lacounty.gov/contracts/opportunities.com), selecting the project, and clicking on the bid opening link. Once the bid submittal time has closed, the solicitation may be viewed by applying the Status: Closed filter on the Public Works website.

Optional: An optional pre-bid conference and site visitation will be held on **Tuesday, February 7, 2023 at 10:00 a.m. at the job site, 450 Bauchet Street, Los Angeles, CA 90012**, to answer questions concerning the project. Interested parties must meet at the address listed above. Important instructions:

1. Bidders/Attendees must complete Section 1 of the attached Short Term Application Custody Facility Clearance Application and email a color copy of the applicant's Driver's License (FRONT AND BACK) to the Contract Administrator, Cheryl Wong: email is CWONG@dpw.lacounty.gov by 9 a.m. on Tuesday, January 31, 2023. The Contract Administrator will forward the applications and Driver's Licenses to the Los Angeles County Sheriff's Department for approval to visit Twin Towers Correctional Facility (TTCF). The Contract Administrator will update Bidders on their applications approval. LASD requires masks to be worn inside all custody facilities.
2. Bidders/Attendees must complete the attached Confidentiality Agreement - Los Angeles County Sheriff's Department – Facilities Planning Bureau and email to the Contract Administrator, Cheryl Wong: email is CWONG@dpw.lacounty.gov by 9 a.m. on Tuesday, January 31, 2023. The Contract Administrator will forward to the Los Angeles County Sheriff's Department for approval to receive a link to plans and technical specifications. If bidder is approved, the Contract Administrator will email the link to the bidder.
3. Pre-meet at 9:45 am. See attached map. All participants will be escorted to check in at the Security Counter. Please have Driver's Licenses or valid California picture ID.
4. Parking: Arrive early and use the pay lot across the street from TTCF. See attached map. Attendance is strongly encouraged.

All Bidders for this solicitation are strongly encouraged to register at <http://dpw.lacounty.gov/general/contracts/opportunities/> for BRC0000394 Twin Towers Correctional Facility Elevators Project. Only those Bidders registered for this solicitation through the DPW website will receive automatic notification when any update to this solicitation is made. **County does not have an obligation to notify any Bidders other than through the DPW website automatic notification system.** Copies of Project Manual and Drawings of the work to be bid upon can be downloaded for free at the website listed above.

The County reserves the right to reject any or all bids or to waive technical errors and discrepancies in bids submitted in the public interest. Bidders are urged to familiarize themselves with BidExpress. The County strongly encourages the participation of Community Business Enterprises on the project.

For all questions regarding this Project, contact Ms. Cheryl Wong at (626) 344-4537 or by email at [CWONG@dpw.lacounty.gov](mailto:CWONG@dpw.lacounty.gov).



## LOS ANGELES COUNTY SHERIFF'S DEPARTMENT



## Custody Facility Clearance Application

Type of Access (**circle one**):*One Day/Short Term**Religious Volunteer / Clergy*

Fill in the following sections

(1, 2 &amp; 4)

(1, 3 &amp; 4)

**\*Application must be submitted with a color copy of the applicant's Driver's License or Identification Card (7) business days prior to visit\***

**Please review the below disqualification criteria for all applicants prior to completion:**

- Is currently on Probation or Parole (County, State, or Federal)
- Registered as a sex offender, narcotics offender, or arson offender
- Have been convicted and incarcerated in any Federal prison, State prison, or County jail within the last 7 years
- Are currently listed as a restrained person on a Protective Order/Restraining Order
- Have had an affiliation with a criminal street gang or any person of notorious reputation within the last 15 years
- Have omitted requested information, offered misstatements, lied, or provided incomplete statements on the current or any previous security clearance application
- Have active warrants or pending criminal cases
- Have used any controlled substance without a physician's prescription within the last 5 years
- Have attempted to escape or been convicted of aiding and abetting an escape from any Federal prison, State prison, or County jail
- Have a lengthy history of criminal offenses

Have a felony conviction pursuant to Penal Code 1192.7(c) and/or; misdemeanor conviction pursuant to Penal Code 667.5(c) which may include but are not limited to:

- Murder or Attempted Murder within the last 15 years
- Weapons law violation within the last 15 years
- A serious or violent felony, including charges that were considered serious or violent and categorized as a serious or violent felony at the time of conviction, within the last 15 years, or convicted of a serious or violent misdemeanor within the last 3 years
- Possession of a controlled substance for sale within the last 15 years
- Assault on a Peace Officer/Emergency Personnel within the last 15 years
- Engaging in sexual abuse in a prison, jail, lock-up, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997)
- Engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse, or been civilly or administratively adjudicated to have engaged in the activity described in this section
- Bringing a controlled substance or unauthorized item into a Federal prison, State prison, or County jail
- Presents any safety and security concerns that warrant denying a security clearance per the Unit Commander's discretion



# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

## Custody Facility Clearance Application



### Section 1 - To be completed by Applicant

Name:	DOB:	CDL /ID #:
Address:	City:	Zip:
Home Phone: (    )	Cell Phone: (    )	Gender: Male Female Non-Binary
Employer Name:	Work Phone: (    )	
Email Address:	Emergency Contact Name/Phone:	

### Section 2 - To be completed by LASD Sponsor / Project Coordinator / Authorized Department Sponsor

Requested Facility:	Date of visit:	Unit Requesting:
Escort Name:		Phone:
Sponsor Approval (Please Print):		Employee #:
Project Coordinator (IF APPLICABLE):		Email:
Reason for visit:		

### Section 3 - Chaplains / Clergy please complete the following

#### Clergy Program please provide the following:

- A letter from your organization/church stating you are representing the organization and nature of your visit.
- Copy of Ordination Certificate (Clergy only).

Requested Facility:	Date of visit:	Faith:
Chaplain Name:		Phone:
Reason for visit:		

### Section 4

Have you ever been convicted of a misdemeanor or felony? Yes\_\_\_ No\_\_\_ Expungement? Yes\_\_\_ No\_\_\_

If "Yes", briefly explain: \_\_\_\_\_  
 \_\_\_\_\_

In the last twelve months, have you been contacted, questioned, detained or arrested by any law enforcement agency or have you been named as a suspect in a police investigation? Yes\_\_\_ No\_\_\_

If "Yes", briefly explain: \_\_\_\_\_  
 \_\_\_\_\_

I hereby authorize the Los Angeles County Sheriff's Department to initiate a background check for access into the Los Angeles County Jail System.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*\* FOR OFFICE USE ONLY \*\*\***

Background Completed by:	Date:	Pass	Fail
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**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**  
**Custody Facility Clearance Application**



I have applied for jail clearance and understand in order for me to participate and ensure admission into the Correctional facility, I must agree to the following terms and conditions and adhere to the following guidelines:

- I must be in possession of a valid and current Government issued Driver's License and/or Identification Card.
- I must check into Facility/Main Control to exchange my I.D. for a facility badge. Upon my departure, I must return the facility badge in exchange for my I.D.
- If my access is "escort" required, I understand I must wait to be escorted by personnel authorized to escort me.
- My access is restricted only to the facility I am allowed to enter and for the specified (if applicable) time period.  
I may be searched at any time while on jail property.
- It is a crime to bring weapons, narcotics, and/or contraband into a custody facility.

**Prohibited items within the secured areas of the jail include, but are not limited to:**

Firearms, Ammunition, Knives, or any type of weapon, Cellular Telephones, Smart Watches, Cameras, Audio Recording Devices, Backpacks, Duffel Bags, Purses, Fanny Packs, Shopping Bags, Brief Cases, Lighters, Matches, Cigarettes, (including E-Cigarettes, vaporizers). Please make arrangements to secure any of the above listed personal items prior to entering the facility. If you are unsure of an item, please ask the facility.

- The Los Angeles County Jail is a professional setting and I am expected to wear appropriate attire (clothing should be business casual).
- I may be asked to clear a metal detector (magnetometer). Failure to comply with the request will result in permanent removal from current and future jail access.
- I may be subjected to the risk of my personal safety or death, and/or damage to personal property, and I accept these risks.
- The Los Angeles County Sheriff's Department maintains a no hostage policy and will not consider bargaining with hostage takers for any reason. In the event I am taken hostage, no inmate will be released as a condition of my safety, and no consideration for my safety will be given to those who have taken me hostage.
- I understand I may be exposed to unlawful acts of force or violence by inmates, riots, nudity, assault, or caustic chemicals. I agree to comply with questioning if I am a witness to any of the aforementioned.
- I will refrain from engaging inmates in conversation or from answering inmates if they attempt to engage me regarding matters that are not official business for which my access was granted.
- I shall not knowingly fraternize with, engage the services of, accept services from, do favors for, or maintain a business or personal relationship or association with the spouse, immediate family member, or romantic companion of any person in the custody of the Sheriff's Department or within 30 days of their release.
- Permission to enter the correctional facility may be subject to cancellation without notice.
- The number of persons permitted in the facility will be determined at the discretion of the facility Watch Commander.
- Distribution of literature, written or printed materials, business cards, photographs, pictures, or other visual materials shall not be circulated, distributed, or posted in any LASD facility by persons or groups not associated with LASD.

**I understand any violation of the above will result in my access being revoked. I have carefully read and understand the contents of this document and sign it of my own free will.**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Driver's License Number**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

**CONFIDENTIALITY AGREEMENT**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT – FACILITIES PLANNING BUREAU**

Note: This agreement shall be executed and returned to the Los Angeles County Sheriff's Department - Facilities Planning Bureau upon the commencement of the employee's involvement with the project listed below. The viewing of any reports and/or plans provided by LASD – FPB to be used as a basis of developing a no-fee cost estimate does not constitute in any way a guarantee of award of contract for the project mentioned below.

Project Name **Twin Towers Correctional Facility Elevators Project**

Employer Name \_\_\_\_\_

Job No. \_\_\_\_\_

**Specs. 7675  
BRC0000394**

Employee Name \_\_\_\_\_

GENERAL INFORMATION:

The intent of this agreement is to protect and safeguard all confidential County information related to the above-referenced project. This agreement is required for all persons working on the project whose employer is either providing services to, or potentially providing services to, the County of Los Angeles (County) directly through contract or providing services to a County contractor as a sub-contractor or sub-consultant at any level. This agreement is also required for all employees working on the project that are employed by a municipality or other public agency, as well as their contracted partners, involved with the project. As an employee of such a firm or public agency, the County requires your signature on this agreement.

CONFIDENTIALITY AGREEMENT:

I understand and agree that I may be involved with work on the above-referenced project and, as such, I may have access to confidential County information. In addition, I understand and agree that I may also have access to proprietary and/or confidential information supplied to County by other contractors, vendors, municipalities, and public agencies working on the project and/or who are otherwise doing business with the County. The County has a legal obligation to protect all such confidential information in its possession. I understand that, if I am involved in the project, then the County must ensure that I, too, will protect the confidentiality of such information. Consequently, I understand that I must sign this agreement as a condition of work to be provided by me through my employer on the project. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge, transmit, duplicate, or otherwise disclose to any person not approved or otherwise agreed upon to work on the project, any confidential information, including data and documentation (both electronic and in paper form), obtained by me or my employer while performing work on the above-referenced project. I agree that I must not post sensitive or otherwise confidential information, including documentation, on websites not previously approved by the Los Angeles County Sheriff's Department. I agree to forward all requests received by me for the release of any information related to the project to my immediate supervisor, who shall confirm the dissemination of such information with, and seek approval from, the Los Angeles County Sheriff's Department, prior to the release of any information. I agree to take reasonable precautions to safeguard all confidential information, as well as ensure that it is not distributed to any unauthorized persons.

I agree to maintain the confidentiality of all confidential information, data, documents, and records pertaining to the above-referenced project and any work provided on the project and/or the result of any discussion or meetings about the project, as well as design concepts, programming specifics, operational details, proprietary information, and all other original materials produced, created, or provided to or by me or my employer under the above-referenced project. I agree to protect these confidential materials against disclosure to anyone other than my employer's authorized employees or authorized County employees who have a need to know the information. I agree that, if proprietary and/or confidential information supplied by other County contractors or vendors is provided to me during this project, then I shall keep such information confidential. This agreement includes all pertinent confidential and/or proprietary documents and any information obtained throughout the project, including oral communications, project notes, facility maps, construction specifications, and any critical infrastructure information. I agree to maintain the confidentiality of all confidential documents, regardless of whether or not written materials are marked CLASSIFIED or CONFIDENTIAL. If I am unclear whether any information is sensitive or confidential, then I shall immediately seek clarification from my employer and the Los Angeles County Sheriff's Department.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials, including electronic files and paper files upon completion of this project or termination of my employment, whichever occurs first, to the Los Angeles County Sheriff's Department. I acknowledge that violation of this agreement may subject me and my employer to civil and/or criminal action and that the County may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_



**Twin Towers Correctional Facility Elevators Project Site**

450 Bauchet Street, Los Angeles, CA 90012

## SECTION 00 01 00

### INSTRUCTIONS TO BIDDERS

#### PART 1 - GENERAL

##### 1.01 COPIES OF BIDDING DOCUMENTS

- a. Information for Bidders may be downloaded for free from the Los Angeles County Public Works website <http://dpw.lacounty.gov/go/constructioncontracts>. Bidders must sign and complete Confidentiality Agreement-LASD-Facilities Planning Bureau and email to the Contract Administrator, Cheryl Wong: email is [CWONG@dpw.lacounty.gov](mailto:CWONG@dpw.lacounty.gov). The Contract Administrator will forward the Confidentiality Agreement to the Los Angeles County Sheriff's Department for approval to receive a link to plans and technical specifications. If bidder is approved, the Contract Administrator will email the link to the bidder for the Complete set of the Bidding Documents.
- b. Complete sets of Bidding Documents shall be used in preparing bids; the County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- c. All Bidders for this solicitation are strongly encouraged to register at <http://dpw.lacounty.gov/general/contracts/opportunities/>. Only those Bidders registered for this solicitation through the DPW website will receive automatic notification when any update to this solicitation is made. **County does not have an obligation to notify any Bidders other than through the DPW website automatic notification system.**
- d. Electronic Submission of Bid

Bids will only be accepted electronically through BidExpress, a secure online bidding service website, at [www.bidexpress.com](http://www.bidexpress.com).

To submit the bid electronically, register with BidExpress, one week prior to the bid opening date. Once the Bidder is registered, an invitation will be sent to the Bidder to allow access to the solicitation on [www.bidexpress.com](http://www.bidexpress.com). A Infotech/BidExpress Set-up Guide is included as an Enclosure for reference. There is a nominal service fee to use BidExpress.

- e. The bid opening will be held using Microsoft Teams, or County accepted platform. The information and link to access the bid opening will be posted on Public Works website, on the project information link. Any changes to this procedure will be issued in a Notice to Bidders for this project.

## 1.02 QUALIFICATIONS OF BIDDERS AND SUBCONTRACTORS

- a. The Bidder and each listed subcontractor must have a valid license, issued by the Contractors' State License Board, for the type of work proposed to be performed by the Bidder and each listed subcontractor under the contract. The required license(s) is required at time of bid in order to be considered a responsive bid.
- b. This project requires the Bidder (General contractor) to possess a license classification of "A" or "B" at time of bid. And a C-11 license classification for the elevator sub-contractor at time of bid.
- c. In addition to Article 1.02, a. and b., the specifications set forth require specialty licenses, experience requirements, and required certifications from manufacturers concerning approved installers. The apparent successful Bidder shall be required to demonstrate to the County's satisfaction within 10 calendar days of the bid opening that the Bidder and proposed subcontractors (whether required to be listed or not) possess these specialty licenses, experience requirements, and required certifications.
- d. **All Bidders and their subcontractors must be registered with the Department of Industrial Relations (DIR).** Qualified contractors and subcontractors are listed on searchable database at <https://cadir.secure.force.com/ContractorSearch>.
- e. Refer to requirements in Section 01 00 00 Section 1.21.

## 1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- a. Before submitting a bid, each Bidder must: a) examine the Contract Documents thoroughly; b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; c) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and d) study and carefully correlate Bidder's observations with the Contract Documents.
- b. The submission of a bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

#### 1.04 INTERPRETATIONS

- a. All questions about the meaning or intent of the Contract Documents shall be submitted to the Department in writing. Replies will be issued by Notice to Bidders. Questions received less than ten (10) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written notice will be binding. Oral and other interpretations or clarifications will be without legal effect.

#### 1.05 BID SECURITY

- a. Bid security is required of each Bidder and shall be made payable to Los Angeles County, in an amount of ten percent (10%) of the Bidder's bid price, in the form of cash, a certified check, a cashier's check, or a bid bond issued by a California-admitted Surety.
- b. The bid security of the successful Bidder will be retained until such Bidder has executed the Agreement and contract security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required insurance and contract security within fourteen (14) calendar days of notification from County, the County may annul the Notice of Award and the bid security of that Bidder may be forfeited. The bid security of any Bidder whom the County believes to have a reasonable chance of receiving the award may be retained until the earlier of the effective date of the contract or the ninety-first (91) day after bid opening. Bid security of other Bidders will be returned within thirty (30) days of the bid opening.

#### 1.06 CONTRACT TIME

- a. The number of days within which, or the date by which, the Work is to be completed (the contract time) is set forth in Section 01 00 00, "Project General Requirements." By submitting a bid, each Bidder agrees that the contract time is reasonable and the Bidder is capable of performing all Work within the contract time.

#### 1.07 LIQUIDATED DAMAGES

- a. Provisions for liquidated damages, if any, are set forth in Section 01 00 00, "Project General Requirements."

## 1.08 SUBSTITUTE MATERIAL AND EQUIPMENT

- a. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications unless the Bidder complied with the procedure for substitution of Equals as set forth in the General Conditions.
- b. If any proposed substitution of an Equal is determined by the County to not be an Equal, the Contractor must complete the Work in accordance with the Drawings and Specifications for the accepted bid amount.

## 1.09 SUBCONTRACTORS

- a. In accordance with Sections 4100 to 4113, inclusive of the Public Contract Code of the State of California, Contractors shall list, on the form provided, the name, license number, business location and classification of work for each subcontractor who will perform work, labor, or render service on the construction work in excess of one-half (1/2) of one percent (1%) of the total bid.

## 1.10 FORM OF BID

- a. The Form of bid is attached hereto. Additional copies may be obtained from Contracts Administration Section, Business Relations and Contracts Division, 8th Floor.
- b. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. Bid prices must be given for all bid items shown on the Form of Bid, including all additive alternatives. Failure to provide prices for all bid items may result in a determination by the County that the Form of Bid is nonresponsive.
- c. Bids by corporations must be executed in the corporate name by the President or a Vice-President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation shall be shown below the signature.
- d. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- e. All names must be typed or printed below the signature.

- f. Bid Documents, Form of Bid, Section 00 03 00, must confirm receipt of any Notice to Bidders (if any).

#### 1.11 SUBMITTAL OF BIDS

- a. Bids will only be accepted electronically through BidExpress, a secure online bidding service website, at [www.bidexpress.com](http://www.bidexpress.com). Bids shall be submitted at the time indicated in the Information for Bidders.

**1. The following documents shall be submitted at the time of bid.**

**Required bid form documents:**

- Section 00 03 00 Form of Bid
- Section 00 03 10 Best Management Practices
- Section 00 03 11 Construction and Demolition Debris Recycling Requirements
- Section 00 03 12 Insurance Requirements
- Section 00 03 13 Local and Targeted Worker Hire Program (LTWHP) Jobs Coordinator
- Section 00 04 00 Attestation of Contractor's Qualifications
- Section 00 04 05 Attestation of Additional Personnel Requirements
- Section 00 04 10 Bid Bond (scanned copy) MANDATORY FORM. ANY OTHER BID BOND FORM WILL NOT BE ACCEPTED.
- Section 00 04 30 List of Subcontractors
- Section 00 04 38 Request for County Program Preference Consideration
- Section 00 04 38A Subconsultant Certification Form

***Failure to confirm receipt of any Notice to Bidder(s) provided to bidders on Form of Bid, Section 00 03 00, as required, may result in a determination that the apparent low bidder is nonresponsive and/or nonresponsible.***

2. Original Bid Bond shall be mailed in within two (2) calendar days from the bid opening. This is required only from the first, second, and third apparent lowest bidders.
3. The following document shall **not** be submitted at time of bid. Section 00 04 40, Equals, will only be required from the first,

**second, and third apparent lowest bidders and returned to the County no later than two (2) calendar days from the bid opening.**

**• Section 00 04 40 Equals**

- b. No mention shall be made of sales tax or use tax, as all bid prices submitted will be considered as including such tax.
- c. The County may consider nonresponsive any bid not prepared and submitted in accordance with the provisions herein and, therefore, reserves the right to reject any or all bids so submitted. The County also reserves the right to accept alternative bids when called for and when items are to be bid on as units, to accept the bid for the list of such items in its entirety, or to accept any portion or portions of same.
- d. **The following documents shall not be submitted at the time of bid. These forms will be required only from the first, second, and third apparent lowest bidders and returned to the County no later than seven (7) calendar days from the bid opening.**

<b>Section 00 04 35</b>	<b>Community Business Enterprises (CBE) Participation Form. If the bidder does not meet the 25% CBE participation goal, provide documentation of bidder's good faith efforts to utilize CBEs. Refer to Article 1.16 of these Instructions to Bidders.</b>
<b>Section 00 04 50</b>	<b>Noncollusion Affidavit</b>
<b>Section 00 04 60</b>	<b>Attestation of Willingness to Consider GAIN/GROW Participants</b>
<b>Section 00 04 65</b>	<b>3-Year Contracting History</b>
<b>Section 00 04 70</b>	<b>False Claims</b>
<b>Section 00 04 71</b>	<b>Civil Litigation History</b>
<b>Section 00 04 72</b>	<b>Criminal Convictions</b>
<b>Section 00 04 73</b>	<b>Debarment</b>
<b>Section 00 04 74</b>	<b>Labor Law/Prevailing Wage</b>
<b>Section 00 04 75</b>	<b>Integrated Pest Management Program Compliance Certification</b>
<b>Section 00 04 76</b>	<b>Charitable Contributions Certification</b>
<b>Section 00 04 77</b>	<b>Prospective Contractor List of Terminated Contracts</b>
<b>Section 00 04 85</b>	<b>Contractor Employee Jury Service Program</b>
<b>Section 00 04 86</b>	<b>COVID-19 Vaccination Certification of Compliance</b>
<b>Section 00 04 90</b>	<b>Contractor's Industrial Safety Record</b>

<b>Section 00 04 91</b>	<b>Injury and Illness Prevention Plan and Code of Safe Practices Affidavit</b>
<b>Section 00 04 92</b>	<b>Bidder's Organization Questionnaire/Affidavit</b>
<b>Section 00 04 93</b>	<b>Certification of Compliance with the County's Defaulted Property Tax Reduction Program</b>
<b>Section 00 04 94</b>	<b>Avoidance of Conflict of Interest</b>
<b>Section 00 04 95</b>	<b>Familiarity with the County Lobbyist Ordinance Certification</b>
<b>Section 00 04 96</b>	<b>Proposer's EEO Certification</b>
<b>Section 00 04 97</b>	<b>Compliance with Fair Chance Employment Hiring Practices Certification</b>
<b>Section 00 04 98</b>	<b>Zero Tolerance Human Trafficking Policy Certification</b>
<b>Section 00 04 99</b>	<b>Disallowed Cost Attestation</b>

- e. Upon the County's request and for approval by the County, each bidder agrees to provide the County with a cost breakdown of the bid in Construction Specification Institute (CSI) format. Failure to provide this information may result in a determination that the Bidder is nonresponsive and/or not responsible.

#### 1.12 MODIFICATION AND WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted or by a Bidder's representative with proper identification and verification, at any time prior to the closing time for receipt of bids.
- b. Relief of Bidders shall be as provided in Sections 5100-5107, inclusive, of the Public Contract Code of the State of California.

#### 1.13 OPENING OF BIDS

- a. Bids shall be opened publicly, read aloud, and the amount of the base bids and alternates (if any) shall be made available after the opening of bids.
- b. Preliminary bids results will be posted on the same day on the Department of Public Works Website: <http://dpw.lacounty.gov/general/contracts/opportunities/>.

#### 1.14 AWARD OF CONTRACT

- a. If the County determines to award a contract, it shall be awarded to a responsive and responsible Bidder with the lowest bid price with preference to businesses that are certified by the County as a Local Small Business

Enterprise, Social Enterprise, and Disabled Veterans Business Enterprise as set forth in Article 1.30 of these Instructions to Bidders. If there are alternatives, the lowest bid price shall be determined by adding the lump sum bid and the price of all alternatives. This does not preclude the Board of Supervisors from selecting any combination of alternates after the lowest responsible bidder has been determined. The Board of Supervisors reserves the right to reject any or all bids or to waive in the public interest technical errors and discrepancies in bids submitted.

- b. The Board shall have the right to delay the award of the contract for 90 days after bids are opened and declared, unless otherwise agreed to by the County and Bidders. Bidders may withdraw their bids 91 calendar days after bids are publicly opened and declared by submitting written notice addressed to the Department. In evaluating bids, the County shall consider whether or not the bids comply with requirements, alternatives, and unit prices, if requested in the Form of Bid.

- c. Extended Overhead Daily Rate

Extended Overhead Daily Rate is the sum of the Contractor's home office and field office overhead as applicable to this project.

The Bid Form contains an Extended Overhead Daily Rate which will be used to determine the additional compensation due the Contractor for each day of Compensable Delay. The number of days of Compensable Delay shown as a multiplier in the paragraph below is not intended as an estimate of the number of days of Compensable Delay, as defined in Section 00 07 00, General Conditions, Article 17.F.2 may be greater or lesser than the 60 days shown below.

The Extended Overhead Daily Rate in the Bid Form will be used in the evaluation of bids by multiplying the Extended Overhead Daily Rate times 60 days of Compensable Delay and adding it to the bidder's Lump Sum Bid price. However, the amount of the multiplied Extended Overhead Daily Rate for 60 days of Compensable Delay will not be included in the base contract amount.

- d. Consultant Services Agreement

Following the determination of the successful bidder by the County, the County will issue a consultant services agreement for the preparation of the baseline construction schedule. The successful bidder shall return the signed consultant services agreement within three days of the County's issuance. Upon the County's receipt of the signed consultant services agreement, the County will authorize preparation of the Detailed Network Construction Schedule in accordance with Section 01 32 00 and preparation

of the Schedule of Values in accordance with Section 01 29 73 of the project specifications. Only after acceptance by the County of the Detailed Network Construction Schedule in accordance with the minimum requirements set forth in Section 01 32 00, Construction Schedule, Section 01 29 73, Schedule of Values, Section 01 33 00, Submittals, and execution by the bidder of a contract for the entire project will the County execute a contract for the construction of the project.

Upon receipt by the County, of an acceptable Detailed Network Construction Schedule, Schedule of Values, and list of Submittals, the Bidder shall receive payment of the sum of Ten Thousand Dollars (\$10,000) as compensation to perform the work required to provide a Detailed Network Construction Schedule, Schedule of Values, and list of Submittals. The payment of \$10,000 shall be deducted from the overall construction contract base bid and shall not be in addition to it.

e. Failure to Produce Detailed Network Schedule and Schedule of Values

The Contractor must have or obtain expertise in the type of automated scheduling specified. The successful Bidder will have ten (10) calendar days from the issuance of a Notice to Proceed under the consultant services agreement to submit its Detailed Network Construction Schedule and Schedule of Values. The successful Bidder will have three (3) calendar days to provide County requested revisions to the Detailed Network Construction Schedule and Schedule of Values provided under the Consultant Services Agreement.

Submission of an acceptable Detailed Network Construction Schedule and Schedule of Values is a condition precedent to the execution of the construction contract by the County. Failure to meet these requirements may result in a determination and a recommendation that the Board of Supervisors determine that the successful Bidder is non-responsible because such failure reflects on the Bidder's ability to manage the work.

f. Execution of Contract by Bidder

Following bid opening and upon notification from Public Works, the apparent successful Bidder will be required to deliver within fourteen (14) calendar days to the offices of Public Works certificate(s) issued by the insurance carrier(s), payment and performance bonds, and three (3) signed and notarized contract signature pages. The contract pages must be signed by the corporate president and secretary, managing partner or sole proprietor.

g. Execution of Contract by County

When the Board of Supervisors or the Director has formally awarded the contract to the Successful Bidder, the County will execute the contract and

issue the fully executed contract to the Contractor followed by the Notice to Proceed.

h. Failure to Resolve Equals

In accordance with the General Conditions, paragraph 2, subparagraph d, the first, second and third apparent lowest bidders will have two (2) calendar days after the bid opening to submit their list of Equals and ten (10) calendar days after the bid opening to submit all substantiating data and test results.

i. Protest Policy

The County will handle and process any and all protests in connection with this Bid according to the County of Los Angeles Contracting Manual, Countywide Construction Contracting Policy Guidelines, no. P-05-04, "Bid Protests", dated March 31, 2003. Bidders 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>

**Policy Overview**

The County of Los Angeles will process bid protests in a timely and consistent manner to assure that all prospective contractors/consultants are accorded fair and equal consideration for the award of County contracts.

**Purpose and Scope**

The purpose of this Policy Guideline is to convey the County's general course of action for addressing bid protests asserted by prospective contractors. This guideline will address the administrative guidelines for protests arising from the acquisition of construction and construction-related services under both the Invitation for Bid (IFB) and Request for Proposal (RFP) methods of solicitation.

**Application and Responsibility**

This Policy Guideline applies to all County departments involved in the contractor selection process for construction and construction-related contracts.

**Policy Guidelines**

1. **Introduction.** Protests received by the County before contract award shall be immediately forwarded to the contract administrator issuing the IFB or RFP. The contract administrator will prepare a written response, reviewed by County Counsel if necessary, and approved by the department/agency head or his/her designee.
2. **Timely Filing.** The protest of a likely contract award to the apparent lowest bidder (IFB) or best-qualified firm or consultant (RFP) must be

made prior to contract award. Untimely notice will not serve the interests of either party. Protests should be received by the County at the earliest practical time.

3. **Post-Award Protests.** With respect to protests received after contract award, the County will not suspend contract performance or terminate the awarded contract unless so directed by the Board.
4. **Protest Format.** The protesting party's protest should reference all pertinent County, State, Federal, or local laws or regulations that are relied upon in support of the protest. Any documents relevant to the protest should be submitted. The County, at its discretion, may decide the protest without requesting further submittal(s) from the party submitting the protest. Thus, the initial protest should include all matters that the party wishes the County to consider in deciding the protest outcome. Such matters include, but are not limited to, the following:
  - (1) The name and address of the party and its relationship to the procurement.
  - (2) Identification of the proposed project or contract.
  - (3) Description of the nature of the protest.
  - (4) Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based (i.e., identification of the technical specifications or item of content in the IFB/RFP).
  - (5) Copies of all (or any) documentation supporting the allegations in the protest.
  - (6) Statement of the specific relief requested.
5. **Protest Submittal.** The best interests of the parties are served if the protest is (1) filed with the contract administrator, (2) filed in a timely fashion, and (3) filed in the format and detail described in Protest Format above. A contractor may also appear in person before the Board. The Board, acting in the best interests of the County, may decide to continue with the award and acquisition subject to resolution of the protest.
6. **Protest Remedies.** A decision by the responsible official will be made based on the merits of the protest. A written response will be provided by the County and all findings and specified remedies will be considered final. The Board may suspend a contract upon a finding that the protest has merit and is based on solid legal principles.
7. **Authority for Administration of Protests.** The responsible official may assign contract administrators to conduct the administrative processing of protests filed with the County. Assigned contract administrators shall be responsible for proper distribution of protest submittals and responses, coordination of staff evaluation of the protest, compliance with the time limits stated herein, and maintenance of all documents related to the protest. The responsible official shall request County

Counsel to review and advise the contract administrator concerning any legal issues involved in protests.

#### 1.15 PERFORMANCE AND OTHER BONDS

- a. The General Conditions and Supplementary Conditions set forth requirements as to performance bonds and other bonds. When the successful Bidder delivers the executed Agreement to the County, it shall be accompanied by the required contract security.

#### 1.16 COMMUNITY BUSINESS ENTERPRISE (CBE) PARTICIPATION

- a. The County encourages the participation of Community Business Enterprises (CBE) in the project and has established a goal of twenty-five percent (25%) CBE participation which all contractors must aspire to meet. Participation in the Work is based on total monetary value of the proposed subcontract. CBEs are defined as Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (M/W/D/DVBE/LGBTQQ).
- b. Bidders shall meet the established goal as indicated above. If the Bidder does not meet this established goal, Bidder shall document its good faith efforts to utilize CBEs. The Bidder shall submit the documentation of its good faith efforts to the County. County will evaluate the Bidder's good faith efforts to meet the CBE participation goal by the following criteria:
  1. Bidder attended any pre-solicitation or pre-bid meetings scheduled by the County to inform all Bidders of the CBE program requirements for the Project.
  2. Bidder identified and selected specific items of the Project for which the contract will be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
  3. Bidder advertised, not less than ten (10) calendar days before the date the bids are opened, in one or more daily or weekly newspaper trade association publications, minority- or trade-oriented publications, trade journals, or other media, specified by the local agency for CBEs that are interested in participating in the Project.
  4. Bidder provided written notice of his or her interest in bidding on the contract to the CBEs required to be notified by the Project specifications not less than ten (10) calendar days prior to the opening of bids.

5. Bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the Project.
6. Bidder provided interested CBEs with information about the plans, specifications, and requirements for selected subcontracting or material supply work.
7. Bidder 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.
8. Bidder negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory bids prepared by any CBE.
9. Where applicable, the Bidder advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these Contract Documents.
10. Bidder'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.

- c. Bidder may request for a certified CBE listing via email the County of Los Angeles Office of Small Business at:

[osb@dcba.lacounty.gov](mailto:osb@dcba.lacounty.gov)

For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: [dcba.lacounty.gov](http://dcba.lacounty.gov). The County of Los Angeles Certification Portal from the Office of Small business is at the same website for firms seeking County certification.

- d. Contractors, material, and services and supplies vendors interested in becoming registered as certified minority or women business enterprises may contact the County of Los Angeles Countywide Contract Compliance Section, at (626) 943-5619.
- e. The first, second, and third apparent lowest bidders are required to submit documentation which describes the Bidder's good faith efforts to utilize CBEs within the timeframe indicated in Article 1.11 Submittal of Bids, paragraph d.

## 1.17 BEST MANAGEMENT PRACTICE (BMP) REQUIREMENTS

- a. Contractor shall comply with the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMP's) Manual, latest edition. A copy of the BMP Manual can be obtained at the Los Angeles County Department of Public Works Cashier's Office, 900 South Fremont Avenue, Alhambra, CA 91803, or call (626) 458-6959. Specific requirements for this Project are listed in Sections 00 03 10, 01 00 00, and 01 57 00.
- b. Contractor shall use Construction and Demolition Debris Recycling Best Management Practices. Specific requirements are listed in Section 01 74 19. Copies of the Best Management Practices handbook are available at the Cashier's Office at the Department of Public Works at no cost to bidders.

## 1.18 RECYCLED BOND PAPER-CONTRACT LANGUAGE

Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled content paper to the maximum extent possible on the project.

## 1.19 GRATUITIES

- a. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion, or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder 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.
- b. A Bidder shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or visit the County Auditor-Controller's website at [www.lacountyfraud.org](http://www.lacountyfraud.org).

Failure to report such a solicitation may result in the Bidder's submittal being eliminated from consideration.

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

1.20 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Bidders/Proposers shall demonstrate a proven record of hiring the County's Department of Public Social Services' (DPSS) Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) participants 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, Bidders/Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to Bidders'/Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

The County will refer GAIN/GROW participants by job category to the Contractor. DPSS may be contacted at the following locations:

Central County	(323) 730-6452
East San Fernando Valley	(818) 729-8933
Palmdale-Lancaster	(661) 575-2646
Pomona	(909) 392-3071
San Gabriel Valley	(626) 927-2723
South County	(310) 603-8359
Southeast County	(323) 261-3065
West County	(310) 655-7725
West San Fernando Valley	(818) 718-4337

Bidders/Proposers who are unable to meet this requirement shall not be considered for contract award.

1.21 CHILD SUPPORT COMPLIANCE PROGRAM

Contractor is required to fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees. Contractor 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.

1.22 FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor 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.

#### 1.23 REDUCTION OF SOLID WASTE

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

#### 1.24 INJURY AND ILLNESS PREVENTION PLAN (IIPP) AND CODE OF SAFE PRACTICES (CSP) AFFIDAVIT

The apparent low Bidder shall submit Section 00 04 91, INJURY and ILLNESS PREVENTION PLAN (IIPP) AND CODE OF SAFE PRACTICES (CSP) affidavit no later than seven (7) calendar days after the bid opening. The affidavit requires that the Bidder shall have an IIPP and a CSP which complies with Cal/OSHA Regulations, and that all subcontractors supplying employees to the jobsite will be required to prove to the Contractor that they have an IIPP and a CSP which complies with Cal/OSHA Regulations, and that their jobsite employees have been trained on IIPP and CSP.

Failure to submit this affidavit as required, may result in a determination that the apparent low Bidder is nonresponsive.

#### 1.25 DETERMINATION OF BIDDER RESPONSIBILITY

- a. A responsible Bidder is a Bidder 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. Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder'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 Bidder against public entities. Labor law violations which are the fault of subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.
- c. The County may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Bidder 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 Bidder'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.

- d. If there is evidence that the highest ranked Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- e. If the Bidder 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 Bidder shall reside with the Board of Supervisors.
- f. The terms shall also apply to proposed subcontractors of Bidders on County contracts.

#### 1.26 BIDDER DEBARMENT

- a. The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder 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 Bidder's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Bidder 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 Bidder'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.
- b. If there is evidence that the highest ranked Bidder may be subject to debarment, the Department shall notify the Bidder in writing of the evidence which is the basis for the proposed debarment, and shall advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- c. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or the Bidder'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 Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- d. 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.
- e. If a Bidder has been debarred for a period longer than five years, that Bidder 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 Bidder 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.
- f. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder 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.

- g. These terms shall also apply to proposed subcontractors of Bidders on County contracts.

## 1.27 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

The prospective 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 Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall 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.
- b. For purposes of this Section, "Contractor" means 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. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor 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 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.
- d. If a contractor is not required to comply with the Jury Service Program when the contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the

contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Program. In either event, the contractor must 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 a contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside the Jury Service Program's definition of "Contractor" and/or the contractor continues to qualify for an exception to the Program.

- e. If a contractor uses a subcontractor to perform services for the County under the contract, the subcontractor shall also be subject to the provisions of the Jury Service Program, unless the subcontractor 1) does not fall within the definition of "contractor" or 2) meets one of the exceptions to the Jury Service Program. The provisions of the Jury Service Program must be inserted into any applicable agreement and a copy of the Jury Service Program shall be attached to the agreement.
- f. A contractor's violation of the Jury Service Program may constitute a material breach of the contract. In the event of such material breach, County may, in its sole discretion, terminate the contract and/or bar a contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### 1.28 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.

#### 1.29 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.

### 1.30 COUNTY'S PREFERENCE PROGRAMS: LOCAL SMALL BUSINESS ENTERPRISE, SOCIAL ENTERPRISE, AND DISABLED VETERANS BUSINESS ENTERPRISE

#### Overview of County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in this solicitation.

In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

#### a. Local Small Business Enterprise (LSBE) Preference Program

The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. **The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.**

To apply for certification as an LSBE, businesses should contact the County of Los Angeles Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>

**Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Section 00 04 38 Request for Preference Consideration Form and submit a letter of certification from the County of Los Angeles Department of Consumer and Business Affairs (DCBA) with their proposal. As shown on the County DCBA letter, the certification must be valid as of the bid due date.**

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

### **Local Small Business Enterprise (LSBE) Prompt Payment Program**

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

### **b. Social Enterprise (SE) Preference Program**

The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA) as a SE.

The DCBA shall certify that a SE meets the criteria.

**Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Section 00 04 38 Request for Preference Consideration Form and submit a letter of certification from the County of Los Angeles Department of Consumer and Business Affairs (DCBA) with their proposal. As shown on the County DCBA letter, the certification must be valid as of the bid due date.**

Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

### **c. Disabled Veteran Business Enterprise (DVBE) Preference Program**

The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies.

**Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Section 00 04 38 Request for Preference Consideration Form and submit a letter of certification from the County of Los Angeles Department of Consumer and Business Affairs (DCBA) with their proposal. As shown on the County DCBA letter, the certification must be valid as of the bid due date.**

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <https://www.va.gov/osdbu/>.

d. Should one or more of the Bidders request and be granted the Local Small Business Enterprise (LSBE) Preference, Social Enterprise (SE) Preference, or the Disabled Veterans Business Enterprise (DVBE) Preference, the bid amount shall be adjusted as follows:

Local Small Business Enterprise (LSBE) Preference: Seven percent of the lowest bid amount will be calculated, which shall not exceed \$150,000, and that amount will be deducted from the bid amounts submitted by all LSBE bidders who requested and were granted the LSBE Preference.

Social Enterprise or Disabled Veteran Business Enterprise Preference: Seven percent of  
Specs. No. 7675

the lowest bid amount will be calculated and that amount will be deducted from the bid amounts submitted by all bidders who requested and were granted the Social Enterprise or Disabled Veteran Business Enterprise Preference up to the maximum of \$150,000.

The contract award will be the bidder's original bid price, not the price with preference(s) that is used for evaluation purposes.

In no instance shall any of the preference programs be combined to exceed a total of fifteen percent (15%) of the lowest responsible bidder, not to exceed \$150,000 or a maximum of \$150,000 in response to any County solicitation.

#### 1.31 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 Los Angeles County, and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://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 "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.

#### 1.32 REQUIRED CERTIFICATION/DISCLOSURE

Bids must provide full disclosure on violations and civil/criminal legal actions as provided for on the bidding requirement forms Sections 00 04 70, 00 04 71, 00 04 72, 00 04 73, and 00 04 74. Failure to complete these forms may result in a determination that the Bidder is nonresponsive and/or not responsible.

#### 1.33 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY BIDDING COMPANY

The Bidder shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Bidder is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Bidder on Section 00 04 92 - Bidder's Organization Questionnaire/Affidavit. Failure of the Bidder to provide this information may eliminate its bid from any further consideration. Bidder shall have a continuing

obligation to notify the County and update any changes to its response in Section 00 04 92 - Bidder's Organization Questionnaire/Affidavit during the solicitation.

#### 1.34 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 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.

#### 1.35 LOCAL AND TARGETED WORKER HIRE PROGRAM

Local and Targeted Worker Hire Program applies to this project.

- A. At least 30 percent of total California construction labor hours worked on each project must be performed by a qualified Local Resident. Where allowable, contractors are encouraged to achieve higher participation levels for Local Residents.
- B. At least 10 percent of total California hours worked shall be performed by County residents classified as a Targeted Worker facing barriers to employment. Hours worked by a Targeted Worker who is also a Local Resident may be applied towards the 30 percent Local Resident hire goal. A Target Worker is a resident of the County who has indices of career-limiting circumstances, specifically, one or more of the following:
  - 1. Has a documented annual income at or below 100 percent of the Federal Poverty Level;
  - 2. No high school diploma or GED;
  - 3. A history of involvement with the criminal justice system;
  - 4. Protracted unemployment (receiving unemployment benefits for at least 6 months);

5. Is a current recipient of government cash or food assistance benefits;
6. Is homeless or has been homeless within the last year;
7. Is a custodial single parent;
8. Is a former foster youth; or
9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]).
10. Eligible Migrant and seasonal farmworkers
11. English Language Learners
12. Older Individuals (55+)
13. Disabled
14. Individuals with Low Levels of Literacy

C. A Local Resident is defined as an individual living within the Tier 1 or Tier 2 ZIP Codes of the County. Before employing worker(s) from Tier 2 ZIP Codes, the available pool of local residents whose primary place of residence is within Tier 1 ZIP Codes must first be exhausted. Tier 1 means ZIP Codes within five (5) miles of the proposed project site, and where the average percentage of households living below 200 percent of the Federal Poverty Level (FPL) is greater than the County average for such households. Tier 2 means any ZIP Codes within the County where the average percentage of households living below 200 percent of the FPL is greater than the County average for such households. This definition shall also apply to affordable housing projects and for privately financed developments located on County property.

D. Contractor shall comply with the provision required under the Local and Targeted Hire Program in the Agreement.

E. In addition, there shall be a **mandatory** requirement to use a Jobs Coordinator to be hired directly by the contractor, prior to the start of work on the project. The Jobs Coordinator is an independent third-party individual, entity, or employee with whom the Prime Contractor enters into a contract or employs to facilitate the implementation of the Local and Targeted Worker Hiring Requirements of this Agreement. The Jobs Coordinator may be selected from the approved Jobs Coordinators list available as Form 00 09 12-5. If the Prime Contractor utilizes an employee as a Jobs Coordinator, the Jobs Coordinator must be able to demonstrate or document to the County the minimum qualifications and/or experience to fulfill the duties and responsibilities as outlined in Sections 2.02 and 2.03.

F. Per State Labor Code, a minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, and contractors shall strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers. Hours worked by an apprentice who is also a Targeted Worker or a Local Resident may be applied towards the 30 percent Local Resident and/or the 10 percent Targeted Worker hire goals.

### 1.36 Contractor CARD Track/Monitoring Database

The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.

The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining bidder responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the Los Angeles County Code Chapter 2.202, and the County's Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment.

### 1.37 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### 1.38 ADDITIONAL BIDDER REQUIREMENTS

- a. **A pre-bid conference** and site visitation will be **held on Tuesday, February 7, 2023, at 10:00 a.m.**, at the project site to provide information regarding the project, bidding process and answer questions that potential bidders may have. Interested parties are requested to meet promptly at **450 Bauchet Street, Los Angeles, CA 90012**. Attendance is strongly encouraged but not mandatory.

1. Bidders/Attendees must complete Section 1 of the attached Short Term Application Custody Facility Clearance Application and email a color copy of the applicant's Driver's License (FRONT AND BACK) to the Contract Administrator, Cheryl Wong: email is CWONG@dpw.lacounty.gov by 9 a.m. on Tuesday, January 31, 2023. The Contract Administrator will forward the applications and Driver's Licenses to the Los Angeles County Sheriff's Department for approval to visit Twin Towers Correctional Facility (TTCF). The Contract Administrator will update Bidders on their applications approval. LASD requires masks to be worn inside all custody facilities.

2. Bidders must complete Confidentiality Agreement “Non Contract”- Los Angeles County Sheriff's Department – Facilities Planning Bureau and email to the Contract Administrator, Cheryl Wong: email is CWONG@dpw.lacounty.gov by 9 a.m. on Tuesday, January 31, 2023. The Contract Administrator will forward to the Los Angeles County Sheriff's Department for approval to receive a link to plans, technical specifications and other bid documents. If bidder is approved, the Contract Administrator will email the link to the bidder.

3. Pre-meet at 9:45 am. In front of the facility at Bauchet Street, under the bridge. (See attached map). All participants will be escorted to check in at the Security Counter. Please have Driver's Licenses or valid California picture ID.

4. Parking: Arrive early and use the pay lot across the street from TTCF. See map attached to Information for Bidders. Attendance is strongly encouraged.

b. ADDITIONAL REQUIREMENTS.

1. Refer to Exhibit 8, TTCF Secure Facility Operations Plans. Governs operations in this facility.

1.39 PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

- a. This project is a public work as defined in Section 1720 of the California Labor Code, and subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).
- b. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public works, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to California Labor Code Section 1725.5.
- c. The County shall not accept any bid nor award any contract without proof of the contractor and subcontractor's current registration to perform the project. A copy of the confirmed registration from the Department of Industrial Relations website (<https://efiling.dir.ca.gov/PWCR/Search.action>) must be attached in applicable part of the bid package. The bid submitted by an unregistered contractor shall be basis for considering the bid non-responsive [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1].
- d. An inadvertent error in listing an unregistered subcontractor pursuant to Labor Code Section 1725.5 in a bid proposal shall be grounds for considering the bid non-responsive, unless:

- (1) The subcontractor is registered prior to the bid opening.
  - (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
  - (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- e. All contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.
- f. The prime contractor is required to post job site notices prescribed below:

**8 Calif. Code Reg. §16451(d):**

*“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*“The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 W. Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*

*“Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of*

*time following the completion of the project that the CMU may take legal action against those responsible.*

*"Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.*

*"For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."*

- g. In addition, electronic certified payroll records must be submitted to the County through an online system designated by the County.

#### 1.40 MENTAL HEALTH SERVICES FOR CRITICAL INCIDENTS

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

#### 1.41 CONTRACTOR INDEPENDENCE/PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

**In accordance with Board Policy No. 5.090, Contractor Independence, The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm [collectively "firm"] or any subsidiary of a firm from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s).**

**A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.**

#### 1.42 Background and Security Investigations

Background and security investigations of Contractor's staff is required as a condition of beginning and continuing work under any resulting Contract. The background checks is conducted by LASD at no cost to the Contractor. The responsibility of the Contractor is to coordinate all the workforce applications and submit to the Public Works project manager for processing.

#### 1.43 LOCAL SMALL BUSINESS ENTERPRISE/SOCIAL ENTERPRISE/DISABLED VETERANS BUSINESS ENTERPRISE UTILIZATION

Local Small Business Enterprise means a business that is certified by the County of Los Angeles as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

1. When requested by the County, the contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address, California Contractor License number and telephone number/email address of each subcontractor who will perform work or labor for the contractor on the Project in an amount in excess of one-half of 1 percent of the contractor's total bid. In addition, the contractor shall be required to provide each of the specified subcontractors' Local SBE status (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise status, and the proposed monetary amount of the work the subcontractor will perform on the Project. In addition, at the time of submittal of the final invoice, the contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project.
2. Contractor's failure to comply with the provisions of this Article is a material breach of the Agreement. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties agree that under the current circumstances a reasonable estimate of such damages is specified in the Schedule for Liquidated Damages for Local Small Business Enterprise Utilization hereunder, and that the Contractor shall be liable to the County for said amounts.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations assumed hereby, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein in this Agreement, may deduct and

withhold liquidated damages from County's final payment to the Contractor as follows:

**SCHEDULE FOR LIQUIDATED DAMAGES FOR LOCAL SMALL BUSINESS ENTERPRISE/SOCIAL ENTERPRISE/DISABLED VETERANS BUSINESS ENTERPRISE UTILIZATION**

<u>Final Invoice Price</u>	<u>Liquidated Damages</u>
Up to \$100,000	\$50.00 plus 0.1% of contract amount
\$100,001 to \$500,000	\$150.00 plus 0.07% of all over \$100,000
Over \$500,000	\$430.00 plus 0.05% of all over \$500,000

1.44 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete 00 04 98 Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Commitment to Zero Tolerance Human Trafficking provision as defined in "Compliance with County's Zero Tolerance Human Trafficking" in the Agreement. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

1.45 Claims

Notwithstanding Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, Section 9204 of the Public Contract Code shall apply to any claim by the Contractor in connection with the Project.

a) Upon receipt of a claim pursuant to Section 9204 of the Public Contract Code, the County will conduct a reasonable review of the claim and, within a period not to exceed 45 Days, provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Contractor and the County may, by mutual agreement, extend the aforementioned time period.

b) The Contractor shall furnish reasonable documentation to support the claim.

c) If Board approval is needed to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board does not meet within the 45 Days or within the mutually agreed to

extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the County will have up to 3 Days following the next duly publicly noticed meeting of the Board after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

d) Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the County issues its written statement. If the County fails to issue a written statement, paragraph (j) shall apply.

e) If the Contractor disputes the County's written response, or if the County fails to respond to a claim issued pursuant to Section 9204 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the County will schedule a meet and confer conference within 30 Days for settlement of the dispute.

f) Within 10 business days (Monday-Thursday) following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the County will provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the County issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and the Contractor sharing the associated costs equally. The County and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside those established in Section 9204.

g) Mediation shall include any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in Section 9204.

h) Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to Section 9204 shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

i) Section 9204 does not preclude the County from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under Section 9204 does not resolve the parties' dispute.

j) Failure by the County to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of Section 9204 shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the County's failure to have responded to a claim, or its failure to otherwise meet the time requirements of

Section 9204, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

k) Amounts not paid in a timely manner as required by Section 9204 will bear interest at 7 percent per annum.

l) If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a claim against the County because privity of the Contract does not exist, the Contractor may present to the County a claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be presented to the County shall furnish reasonable documentation to support the claim. Within 45 Days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the County and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

m) A waiver of the rights granted by Section 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the Contractor and the County may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the County may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of Section 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in Section 9204.

1.46 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Compliance with Fair Chance Employment Hiring Practices Certification (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

1.47 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or

direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

#### 1.48 Disallowed Cost

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

#### 1.49 Compliance with the County Policy of Equity

The consultant acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The consultant further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The consultant, its employees and subconsultants acknowledge and certify receipt and understanding of the CPOE. Failure of the consultant, its employees or its subconsultants to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the consultant to termination of contractual agreements as well as civil liability.

#### 1.50 Integrated Pest Management (IPM) Program Compliance

1.50.1 The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the

Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the implementation of an Integrated Pest Management Program (IPM Program) crafted to reduce the impact of pesticides and fertilizers to surface water.

1.50.2 The prospective contract is subject to the requirements of the County's IPM Program. Two main components of the Program include a training component for contractor employees who apply pesticides on County owned or maintained property, as well as monthly and annual reporting to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM).

1.50.3 Proposers are required to complete Integrated Pest Management Program Compliance Certification in Required Forms, acknowledging and certifying compliance with the County's Integrated Pest Management Program, Compliance with County's Integrated Pest Management Program in Sample Contract. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

#### 1.51 COVID-19 Vaccinations of County Contractor Personnel

Bidders are advised that it must comply with Los Angeles County "COVID-19 Vaccinations of County Contract Personnel" and Los Angeles Sheriff Department, detention facility COVID-19 policies, whichever is more restrictive throughout the duration of the project.

Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 is a condition of performing work under any awarded contract resulting from this solicitation. Bidders are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to submitting a bid to this solicitation. A completed **Exhibit C** (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County. County website: <https://doingbusiness.lacounty.gov/covid-19-vaccinations-county-contractor/>

## 1.52 Contractor Development and Bonding Program

Contractor Development and Bonding Program (CDABP) - Administered by the Chief Executive Office of the County of Los Angeles for all County Construction Contracting Departments. The CDABP provides a broad range of contractor technical assistance, training, and support in qualifying for bonds, as well as contract financing for County awarded contracts. CDABP assistance is available to prime and subcontractors. The CDABP is a County funded resource designed to reduce the barriers to small and diverse firms seeking to bid and contract on County projects. For information on the CDABP, please contact contract administrator.

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### **Americans with Disabilities Act (ADA) Information**



Individuals requiring reasonable accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-7337, from 7:30 a.m. to 5:00 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference Business Relations and Contracts Division **[BRC-2]**.

\* \* \*

**SECTION 00 04 00**

**ATTESTATION OF CONTRACTOR'S QUALIFICATIONS**

**For the General Contractor's Firm Name (as shown on bid):** \_\_\_\_\_

**As specified in the bidding documents, in order to qualify to bid on this project, the General Contractor and Elevator Subcontractor must:**

- A. Have completed within the last ten years, at least five similar elevator modernization projects with a construction value of at least 7 million dollars each in the State of California. At least one project shall be for Hydraulic elevator and one project shall be for Traction.  
*(Representative projects can be combined or individual examples. Complete tables below)*

Include the following information on each representative project:

1. Building/Project name and address
2. Name and contact information for project owner or project manager.
3. Project Duration and Actual Final Project completion dates (completion date must be from 2013 to present) Cost of project
4. Cost of Project (must be equal or greater than \$7 Mil)
5. No. of elevators modernized and type (Hydraulic/Traction) – **min. one project for Hydraulic and min. one project for Traction must have been completed.**
6. No. of crews assigned to the project

**ATTESTATION OF CONTRACTOR'S QUALIFICATIONS**

The general contractor and the elevator sub-contractor shall submit verification and justification of its qualifying experience on this County provided form as part of its bid submittal. Failure to submit the information at the time of bid and to meet requirements for qualifying experience may result in a determination by the County that the Bidder is non-responsive and/or not qualified.

The County will determine, in its sole discretion, whether or not the information provided meets the requirements for qualifying experience in order for the general contractor to be considered a qualified bidder for this project. The County reserves the right to contact any of the listed contact name for any of the projects listed below.

**PROJECT 1:**

General Contractor or Elevator Sub-contractor : List Name \_\_\_\_\_

Building Project Name/Address	
Name and Contact information for project owner or project manager	
Project Duration and Actual Final Project completion dates (completion date must be from 2013 to present)	
Cost of Project (must be equal or greater than \$7 Mil)	
No. of elevators modernize and type. (Hydraulic/Traction) <b>min. one project for Hydraulic and min. one project for Traction must have been completed</b>	
No of crews assigned to the project	

Project description:

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**PROJECT 2**

General Contractor or Elevator Sub-contractor : List Name \_\_\_\_\_

Building Project Name/Address	
Name and Contact information for project owner or project manager	
Project Duration and Actual Final Project completion dates (completion date must be from 2013 to present)	
Cost of Project (must be equal or greater than \$7 Mil)	
No. of elevators modernize and type. (Hydraulic/Traction) <b>min. one project for Hydraulic and min. one project for Traction must have been completed</b>	
No of crews assigned to the project	

Project description:

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**PROJECT 3:**

General Contractor or Elevator Sub-contractor : List Name \_\_\_\_\_

Building Project Name/Address	
Name and Contact information for project owner or project manager	
Project Duration and Actual Final Project completion dates (completion date must be from 2013 to present)	
Cost of Project (must be equal or greater than \$7 Mil)	
No. of elevators modernize and type. (Hydraulic/Traction) <b>min. one project for Hydraulic and min. one project for Traction must have been completed</b>	
No of crews assigned to the project	

Project description:

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**PROJECT 4:**

General Contractor or Elevator Sub-contractor : List Name \_\_\_\_\_

Building Project Name/Address	
Name and Contact information for project owner or project manager	
Project Duration and Actual Final Project completion dates (completion date must be from 2013 to present)	
Cost of Project (must be equal or greater than \$7 Mil)	
No. of elevators modernize and type. (Hydraulic/Traction) <b>min. one project for Hydraulic and min. one project for Traction must have been completed</b>	
No of crews assigned to the project	

Project description:

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**PROJECT 5:**

General Contractor or Elevator Sub-contractor : List Name \_\_\_\_\_

Building Project Name/Address	
Name and Contact information for project owner or project manager	
Project Duration and Actual Final Project completion dates (completion date must be from 2013 to present)	
Cost of Project (must be equal or greater than \$7 Mil)	
No. of elevators modernize and type. (Hydraulic/Traction) <b>min. one project for Hydraulic and min. one project for Traction must have been completed</b>	
No of crews assigned to the project	

Project description:

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The general contractor hereby certifies to the County of Los Angeles that it possesses the qualifying experience.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_  
(Month) (City and State)

By: \_\_\_\_\_  
(Signature of owner or officer of the General Contractor)

\_\_\_\_\_  
(Title)

**SECTION 00 04 05**  
**ATTESTATION OF ADDITIONAL PERSONNEL REQUIREMENTS**

For the General Contractor's Firm Name (as shown on bid): \_\_\_\_\_

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As specified in the bidding documents, in order to qualify to bid on this project, the General Contractor must attest to the following Additional Personnel Requirements from item 1.22 in Section 01 00 00 Project General Requirements:

1.22 ADDITIONAL PERSONNEL REQUIREMENTS

The Contractor shall comply with the following requirements throughout the entire duration of the project.

- A. The General Contractor and Elevator sub-contractor shall have a minimum of 5 years of experience in the management of elevator modernization projects.
- B. The project superintendent assigned to the project shall have a minimum of 5 years of experience in the management of elevator modernization projects. Successful bidders are to submit the respective superintendent's resume to back-up the qualification after bid is awarded.
- C. The General Contractor and Elevator sub-contractor shall provide all necessary materials, equipment, and support for the permanent assignment of a minimum of three (3) elevator modernization crews.
- D. The Contractor shall provide a total of two (2) Elevator Construction/Modernization Supervisor/Leads on-site, one Supervisor/Lead per tower.
- E. The Contractor shall provide one (1) Elevator Maintenance Supervisor/Lead and one (1) Elevator Maintenance Mechanic, as per requirements in Exhibit 9, TTCF Elevator Interim Maintenance and Warranty Specifications.

The general contractor hereby certifies to the County of Los Angeles that it possesses the qualifying experience. I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_  
(Month) (City and State)

By: \_\_\_\_\_  
(Signature of owner or officer of the General Contractor)

\_\_\_\_\_  
(Title)

## SECTION 01 00 00

### PROJECT GENERAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Scope of the Contract (1.02)
- B. Permanent Utility Services (1.03)
- C. Work not Included (1.04)
- D. Drawings (1.05)
- E. Time of Completion (1.06)
- F. Long Lead Time Materials and Equipment (1.07)
- G. Liquidated Damages (1.08)
- H. Examination of Site and Work (1.09)
- I. Cooperation (1.10)
- J. Restrictions to the Work (1.11)
- K. Cutting and Patching (1.12)
- L. Air Quality Management District Rules (1.13)
- M. Shop Drawings (1.14)
- N. Cleaning (1.15)
- O. Existing Utility Lines (1.16)
- P. Protective Measures (1.17)
- Q. Project Administration (1.18)
- R. Best Management Practices (BMP) Requirements (1.19)
- S. Work In Progress Under Other Contracts (1.20)
- T. License Requirements (1.21)
- U. Additional Personnel Requirements (1.22)

##### 1.02 SCOPE OF THE CONTRACT

- A. Work to be done under the Contract consists of furnishing all materials, all equipment, and performing the Work required by these Specifications and the Drawings hereinafter, described, and necessary, to complete the construction of the **Twin Towers Correctional Facility Elevators Project**.
- B. The work includes but is not limited to, replacement of all machinery, controllers, hoist way equipment, cab finishes, and signaling systems for 24 elevators at the facility. Repair and replacement of supporting mechanical, electrical, plumbing, and fire life safety systems required to support the replacement elevator systems are also included as part of the project.

##### 1.03 PERMANENT UTILITY SERVICES

The work shall include all operations necessary to place required utility services in operating condition, including service lines from points of connection shown on Drawings, permanent meters, connections, and inspections. The work (when so scheduled) includes installation of telephone conduit, backboards, and terminal cabinets as shown, and cooperation with the serving utility company for the installation of other telephone equipment and cables. The County will arrange and pay for telephone switchboards, instruments, and cables.

All other expenses in connection with utility service installations shall be borne by the Contractor; however, upon receipt of certified cost statements, the County will reimburse Contractor for all charges made by serving companies in connection with permanent utility service installations.

Drawing notes and/or specification provisions of trade sections concerning utilities shall take precedence over the foregoing provisions.

#### 1.04 WORK NOT INCLUDED

All items indicated on the Drawings as "N.I.C." (not in contract).

#### 1.05 DRAWINGS

- i) The Work shall conform to the Drawings entitled "TTCF Elevator Project-Full bid set drawings, dated 12-15-22" by JTC Architects, inc. for the Twin Towers Correctional Facility Elevators Project with sheet numbers and titles as listed on Sheet No. T-2.00 of the Drawings.
- ii) The Work shall conform to the technical specifications entitled "TTCF Elevator Project-Technical Specifications bid set, dated 12-15-22" by JTC Architects, inc. for the Twin Towers Correctional Facility Elevators Project.

#### 1.06 TIME OF COMPLETION

- A. The work to be performed under the contract shall be completed, when the last elevator modernization/renovation in the last machine room is complete and accepted by the County, within 1,278 calendar days, beginning with the date stipulated in the written notice to proceed issued by the Director.
- B. Failure to complete the work by the identified completion date will be subject to the Liquidated Damages identified in Paragraph 1.08.
- C. Final Payment Request shall be submitted within twenty (20) days after completion of the contract work, including all punch list items.

## 1.07 LONG LEAD TIME MATERIALS AND EQUIPMENT

- A. The Contractor shall make every effort to demand of his Subcontractors and suppliers, relative to long lead time items, that they order such items well in advance of the scheduled time of installation. Time extensions for late ordering of such materials will not be allowed.

## 1.08 LIQUIDATED DAMAGES

- A. All time limits stated in the Contract Documents are of the essence of the Contract and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these specifications, including any authorized extension of time, it is mutually understood and agreed by and between the awarding entity and the Contractor that the use by the public of the Contract Work will be correspondingly delayed, and that by reason thereof, the awarding entity and the public will necessarily suffer great damages; that such damages from the nature of the case will be extremely difficult and impractical to fix; and that the awarding entity and the Contractor have endeavored to fix the amount of said damages in advance as follows:

- 1. The sum of \$1,500 a day for each day's delay in the completion of the work beyond the time limit stipulated in Paragraph 1.06.

- B. It is further mutually understood and agreed by and between the awarding entity and the Contractor that the sum of liquidated damages set forth above will be additive to a total of \$1,500 a day for each and every day's delay in the event that the time limits, as hereinbefore specified, are concurrently exceeded. Any authorized extensions of time will be added to the time limits stipulated.

- C. The Extended Overhead Daily Rate is not applicable when it is determined that liquidated damages apply due to a contractor's delay.

## 1.09 EXAMINATION OF SITE AND WORK

- A. Bidders must examine the location, physical conditions, and surroundings of the proposed Work and judge for themselves the extent to which these factors will influence the performance of the Contract Work.
- B. The plans for the Work show conditions as they are supposed or believed by the Department to exist, but it is not intended, or to be inferred, that the

conditions as shown thereon constitute a representation, express or implied by the County or its officers, that such conditions are actually existent, nor shall the Contractor be relieved of the liability under his Contract, nor the County, or any of its officers, be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the plans or referred to in the Specifications and the actual conditions revealed during the progress of the Work.

**C. The County will conduct a pre-bid conference and job walk of the project site on Tuesday, February 7, 2023 at 10:00 a.m. At Twin Towers Correctional Facility, 450 Bauchet Street, Los Angeles, CA 90012. Attendance is strongly encouraged but not mandatory.**

1. Bidders/Attendees must complete Section 1 of the attached Short Term Application Custody Facility Clearance Application and email a color copy of the applicant's Driver's License (FRONT AND BACK) to the Contract Administrator, Cheryl Wong: email is CWONG@dpw.lacounty.gov by 9 a.m. on Tuesday, January 31, 2023. The Contract Administrator will forward the applications and Driver's Licenses to the Los Angeles County Sheriff's Department for approval to visit Twin Towers Correctional Facility (TTCF). The Contract Administrator will update Bidders on their applications approval. LASD requires masks to be worn inside all custody facilities.
2. Bidders must complete Confidentiality Agreement "Non-Contract"- Los Angeles County Sheriff's Department – Facilities Planning Bureau and email to the Contract Administrator, Cheryl Wong: email is CWONG@dpw.lacounty.gov by 9 a.m. on Tuesday, January 31, 2023. The Contract Administrator will forward to the Los Angeles County Sheriff's Department for approval to receive a link to plans, technical specifications, and other bid documents. If bidder is approved, the Contract Administrator will email the link to the bidder.
3. Pre-meet at 9:45 am. In front of the facility at Bauchet Street, under the bridge. (See attached map). All participants will be escorted to check in at the Security Counter. Please have Driver's Licenses or valid California picture ID.
4. Parking: Arrive early and use the pay lot across the street from TTCF. See map attached to Information for Bidders. Attendance is strongly encouraged.

#### 1.10 COOPERATION

In the entrance and exit of all workers and in bringing in, storing, or removing of materials and the erection and maintenance of equipment and in the manner and time of prosecuting the work, the Contractor shall cooperate with those in authority on the premises to prevent the entrance of those whose presence is forbidden or undesirable, and he shall observe all rules and regulations in force on the premises and avoid undue interference with the convenience, sanitation, and routine of County departments occupying the premises.

(TTCF Secure Facility Operations Plan conditions also apply)

1.11 RESTRICTIONS TO THE WORK (TTCF Secure Facility Operations Plan conditions also apply)

- A. The Department reserves the right to determine which of the Contractor's operations are noise, dust, or dirt producing, or which disrupt utility service, or which constitute blocking of passageways, exits, entrances, etc., or which in any way constitute an interference in the proper function of the building.
- B. Contractor shall maintain clear access to all protection equipment at all times, including access to fire hydrants.
- C. Control of Tools: During the progress of the work, all hand tools, including power driven hand tools, cables, ropes, and other implements shall be transported and retained, except when in use in an approved locked toolbox. Care shall be taken that no tool is left unguarded or left where it might be taken by an unauthorized person.
- D. All work by the Contractor is subject to inspection at any time and without notice by the County.
- E. The working hours are Monday through Friday between 7:00 a.m. to 4:00 p.m. unless otherwise specified by the County.

1.11A SECURITY CLEARANCE REQUIREMENTS

- A. The Contractor's employees, sub-contractors and consultants must clear an onsite background check prior to entering a Los Angeles County Sheriff Department Facility for job walks, deliveries, installation of equipment, and/or any authorized work within the facility, as short as this respective work may be.
- B. The Contractor agrees to comply with the background check process that will be implemented for any Contractor, Subcontractor, consultants, and workers that will be continuously entering the job site as specified below:
- C. Contractor to submit employee information and pass background check prior to work at a LASD Facility. Failure to submit documentation or pass the background check will disqualify the worker and will not be allowed to work at an LASD Facility. Reference attached background clearance applications.

- D. Contractor to submit employees' information for background check which includes all documents (original and copy) requested in the "memo for contract security clearance applicants" and "application form" completely filled out.
- E. A background interview maybe required, the process may take several hours and is not limited to the forms mentioned above.
- F. The background check process may take approximately 15-20 business days from the initial submittal of required documents and forms.
- G. The unit conducting the background investigations shall notify the LASD Project Manager if the worker has passed or failed background check. LASD Project Manager shall communicate with ISD Project Manager so the information can be shared with the Contractor.
- H. Background check must be completed before commencement of work. No employee will be allowed to work without passing background. If a worker fails background check the Contractor must submit as soon as possible a new worker to take their place.
- I. Workers at custody/jail facilities maybe required to attend training about regulations around inmates
- J. Contractor, sub-contractors, workers, and consultants may be subjected to having their tools and vehicles searched while working at a Los Angeles County Sheriff Department Facility.
- K. The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required to do under this Contract and agrees that whenever the County informs the contractor in writing that any workers on the site are incompetent or disorderly, such worker shall be discharged from work and shall not again be employed on the job without the County's written consent.

## 1.12 CUTTING AND PATCHING

The Contractor shall perform all cutting, patching, and finishing operations occasioned by the Work under the Contract, whether or not such operations are indicated on the Drawings or specifically mentioned in the various sections of the Specifications. All such operations shall be performed in the best practices of the various trades involved and to the satisfaction of the Department. All patching and finishing materials shall match existing adjacent surfaces in every respect, including design, type and quality of materials, finish, and color. Cutting, patching, and finishing shall include all such operations in existing areas required by the Work

under the Contract.

#### 1.13 AIR QUALITY MANAGEMENT DISTRICT RULES

The Contractor shall become familiar with requirements of the South Coast Air Quality Management District Rules 50, 66, 66.1, 66.2, 403, and 1113. The Contractor is responsible for conforming to and using materials which meet the requirements of the above-specified rules.

#### 1.14 SHOP DRAWINGS

Furnish shop drawings as required in the various sections of the Specifications or as requested by the Department. Unless otherwise specified, submit six (6) copies of shop drawings to the Department for review. One set will be returned to Contractor marked "no exceptions noted" or "exceptions noted." If changes are required, six (6) copies of corrected shop drawings shall be delivered to the Department. Shop drawings shall be of sufficient size and scale to clearly show all details; shop drawings of millwork and cabinet work shall show molding full size. No materials shall be furnished, or Work done on items requiring shop drawings prior to acceptance. Acceptance of shop drawings shall not relieve the Contractor from responsibility for deviations from the Contract Documents, nor from responsibility for errors or omissions of any sort in the shop drawings. Neither does such acceptance relieve the Contractor from his responsibility for the correct installation, or for the proper operation in service, of items requiring shop drawings.

#### 1.15 CLEANING

During progress of Work and upon completion of each part of the Work as defined by the sections into which these Specifications are divided or as separated by the various trades involved in the Work, each area shall be cleaned of debris emanating from the Work. The Contractor shall remove excess materials, waste, rubbish, and debris, and his construction and installation equipment from the premises. Any dirt and stains caused by the Work under the Contract shall be removed from the surfaces of the structures and from equipment and fixtures. Final acceptance of the Work done under these Specifications will not be given until the cleaning has been inspected and approved by the Department.

#### 1.16 EXISTING UTILITY LINES

Except as indicated on the Drawings or in the Specifications, the Contractor will not be liable for the rerouting of existing active underground lines, which may be discovered during the progress of the Work.

#### 1.17 PROTECTIVE MEASURES

The Contractor shall provide and maintain substantial and adequate protection as may be required to protect new and existing Work and all items of equipment and furnishings for the entire duration of Work.

The Contractor shall repair or make good any and all damage or loss he may cause to the building or other County property to the full satisfaction of the Department.

#### 1.18 PROJECT ADMINISTRATION

All materials supplied and all Work done by the Contractor shall be under the general administration of the Department and in accordance with the Drawings and Specifications.

#### 1.19 BEST MANAGEMENT PRACTICES (BMP) REQUIREMENTS

A. The Contractor shall comply with Section 01 57 00 (for projects less than one acre) in the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMP's) Manual, latest edition. A copy of the BMP Manual can be obtained at the Los Angeles County Department of Public Works Cashier's Office, 900 South Fremont Avenue, Alhambra, CA 91803, (626) 458-6959.

B. Related Work: Cleaning; Section 01 74 23.

#### 1.20 WORK IN PROGRESS UNDER OTHER CONTRACTS

It is anticipated that the work of a developer may be concurrently in progress with the work of this contract. Refer to General Conditions articles, "Other Contracts" and Cooperation with Others."

#### 1.21 LICENSE REQUIREMENTS

This project requires the General contractor to possess and maintain a license classification of "A" or "B" for the project duration, and a C-11 license classification for the elevator sub-contractor.

## 1.22 ADDITIONAL PERSONNEL REQUIREMENTS

The Contractor shall comply with the following requirements throughout the entire duration of the project.

- A. The General Contractor and Elevator sub-contractor shall have a minimum of 5 years of experience in the management of elevator modernization projects.
- B. The project superintendent assigned to the project shall have a minimum of 5 years of experience in the management of elevator modernization projects. Successful bidders are to submit the respective superintendent's resume to back-up the qualification after bid is awarded.
- C. The General Contractor and Elevator sub-contractor shall provide all necessary materials, equipment, and support for the permanent assignment of a minimum of three (3) elevator modernization crews.
- D. The Contractor shall provide a total of two (2) Elevator Construction/Modernization Supervisor/Leads on-site, one Supervisor/Lead per tower.
- E. The Contractor shall provide one (1) Elevator Maintenance Supervisor/Lead and one (1) Elevator Maintenance Mechanic, as per requirements in Exhibit 9, TTCF Elevator Interim Maintenance and Warranty Specifications.

\* \* \* \*