



INSTRUCTIONS TO BIDDERS

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Approved, GAIL FARBER, Director of Public Works

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Deputy Director

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Date

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INSTRUCTIONS TO BIDDERS

I. BIDDER'S PACKAGE OF THE CONTRACT DOCUMENTS

The Bidder's package of the Contract Documents may be downloaded for free at the Los Angeles County Department of Public Works Business Opportunities website for Infrastructure Projects, as follows:

<http://dpw.lacounty.gov/general/contracts/opportunities/>

1. Under "Type," select "Infrastructure Projects."
2. Under "Status," select "Open."
3. Select a Project from the list.
4. Scroll down to "Documents."

The Bidder's package of the Contract Documents may also be purchased at the following location:

Cashier's Office, Mezzanine Level
Los Angeles County Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803
(626) 458-6959

II. ADDENDA TO THE CONTRACT DOCUMENTS

The Director of Public Works may issue Addenda to the Contract Documents during the period of advertising for any reason, including for the purposes of revising prevailing wage scales or clarifying or correcting the Notice Inviting Bids, Special Provisions, Plans, or Bid Proposal.

Purchasers and registered online users of the Bidder's package of the Contract Documents will be furnished copies of such Addenda, either by certified mail, overnight mail, facsimile, email, or personal delivery during the period of advertising. Addenda will be sent to the facsimile number, email address, and/or business address provided at the time of purchase or registration. The business address must be a street address, not a P.O. box number.

Addenda are also posted on the Contract Opportunities website.

III. PRE-BID QUESTIONS

Pre-bid questions pertaining to the Contract Documents shall be directed to the person named in the Notice Inviting Bids and the Special Provisions. Questions may be submitted by phone, email, or facsimile (fax) unless otherwise specified in the Notice Inviting Bids. The Agency may elect to answer the question via issuance of an Addendum.

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Questions pertaining to the purchase of the Bidder's package of the Contract Documents should be directed to the Cashier's Office, (626) 458-6959. Refer to Article I.

IV. PRE-BID MEETINGS

The Bidder shall attend mandatory pre-bid meetings if so required in the Notice Inviting Bids. Failure of the Bidder to attend a mandatory pre-bid meeting will result in its Bid not being accepted and/or being rejected.

V. BIDDER QUALIFICATIONS

A. Competency

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work. When requested, the Bidder shall furnish statements of previous experience on similar work; the plan of procedure proposed; the organization, machinery, plant, and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the Agency to determine if the Bidder is qualified to perform the Work.

B. Contractor's License

For all contracts other than Federally-funded contracts, the Bidder shall be licensed as a contractor at the time of submitting the Bid in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The Bid shall clearly show the valid California Contractor's License Number and proper License Class to perform the Work. Any Bid submitted which does not show this information may be considered nonresponsive and be rejected.

For FHWA-funded contracts, the Bidder shall be properly licensed at the time of award of the Contract by the Board.

VI. PREPARATION OF THE BID

A. Examination of the Work Site and the Contract Documents

Prior to submitting a Bid, the Bidder shall visit the Work Site, analyze the Plans, read the Specifications and the other Contract Documents, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the Agency based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the Work, and the physical and climatic conditions of the Work site.

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B. Proposal Forms

The Bid shall be submitted to the Agency on the Proposal forms included in the Bidder's package of the Contract Documents. The Bid Proposal shall be completed in the manner indicated, using black ink, and must be signed by the Bidder. Unless otherwise specified in the Special Provisions, the Bid shall be for the Work and the amount of the Bid for comparison purposes shall be the total of all of the Bid items.

In the case of Contract Unit Price Bid items, the Bidder shall set forth in the Schedule of Prices, in clearly legible figures, a Contract Unit Price and a total for the item in the respective spaces provided for this purpose. The amount set forth in the "Total" column shall be the product of the Contract Unit Price set forth and the estimated quantity for the Bid item. For lump sum Bid items, only an amount in the "Total" column is required and only the amount in the "Total" column will be considered. For Stipulated Unit Price Bid items, the amount in the "Total" column will be entered by the Agency and shall not be altered.

No mention shall be made of sales tax or use tax as all prices submitted will be considered as including any and all taxes.

C. Alteration of the Proposal Forms

The wording of the Proposal forms shall not be changed.

Erasures or interlineations in the Bid forms must be explained or noted over the signature of the Bidder.

D. Acknowledgement of Addenda Received

The Bidder shall acknowledge the receipt of each Addendum issued on the form provided in the Bid Proposal.

E. Noncollusion Affidavit

The Bidder shall execute, sign, and submit the form provided in the Bid Proposal. The form shall be notarized prior to submission.

F. Local Small Business Enterprise (SBE) Preference Consideration and Community Business Enterprise (CBE) Firm/Organization Information

The Bidder shall complete and submit the form provided in the Bid Proposal. If the Bidder is a Local SBE, and, when applicable, wishes to have its Bid be considered for the Local SBE Preference, it must so request by checking the box. Refer to Article XVIII.

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G. DBE Information (FHWA-Funded and FAA-Funded Contracts Only)

For contracts with a Disadvantaged Business Enterprise (DBE) participation goal, all DBE subcontractors and suppliers, regardless of the value of their subcontract /purchase order, shall be listed by the Bidder on the forms included in the Bid Proposal. The forms for listing DBEs shall be properly completed with all of the required information.

The indicated dollar amount of the subcontract/purchase order shall be the actual value of the subcontract/purchase order. Where appropriate, the data included on this form shall be consistent with the data on the list of subcontractors form. Refer to paragraph "H" of this Article.

The indicated dollar value of each subcontract/order may be validated by the Agency prior to award of the Contract.

For FAA-funded Contracts, the "Bidder DBE Information" form shall be submitted with the Bid.

For FHWA-funded Contracts, the "Local Agency Bidder-DBE Commitment (Construction Contracts)" form may be submitted with the Bid or submitted within the time specified in Section F of the Special Provisions.

H. Listing of Subcontractors

Subcontractors must be listed by the Bidder on the form included in the Bid Proposal in accordance with the provisions of Sections 4100 through 4114 of the California Public Contract Code. This Chapter is known as the "Subletting and Subcontracting Fair Practices Act" and some of its requirements are summarized in Subsection 2-3 of the Standard Specifications. Listed subcontractors must be properly licensed by the State of California for the type of work they are to perform. Alternate subcontractors shall not be listed for the same work.

The form shall be properly completed with all of the required information. The indicated dollar value of the subcontract must be a true representation of the actual value of the subcontract, and not an estimate, a forecast, or a reflection of the value of those portions of the Work the subcontractor may be managing or supervising, or which are not a part of the subcontract.

The indicated dollar value of each subcontract may be validated by the Agency prior to award of the Contract.

I. Qualified Storm Water Pollution Plan Developer (QSD)/Qualified Storm Water Pollution Plan Practitioner (QSP)

If included in the Bid Proposal, the Bidder shall complete and submit the form.

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J. Bidder Self-Performance Verification Form

If included in the Bid Proposal, the Bidder shall complete and submit the form. The Bidder shall refer to Subsection 2-3.2 of the Special Provisions for the designated "Specialty Items."

K. Estimated Quantities

The quantities shown on the Schedule of Prices in the Bid are approximate only. They are listed as a general indication of the amount of work to be performed or materials to be furnished and as a basis for the comparison of the Bids. The Contractor will be paid for the actual quantities of work completed based on field measurements. The Agency reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications.

L. FHWA Highway Bridge Program (HBP) Bidder Responsibility Questionnaire

For HBP projects, the Bidder shall complete and submit the questionnaire with the Bid. Refer to Article XV.

M. Signature

The Bid shall be signed, where required, by an authorized representative of the Contractor as defined below:

a) Corporation

The required signatures are either that of the president, vice-president, secretary or assistant secretary.

Others may sign for the corporation if the Agency is furnished a copy of a resolution from the corporation's board of directors authorizing them to do so. A copy of this resolution shall be submitted with the Bid.

b) Partnership

The required signatures are all members of the partnership or designated partners.

Only designated partners need to sign if a statement, signed by all members of the partnership, is filed with the Agency designating which partners are authorized to sign documents on behalf of the partnership. A copy of this statement shall be submitted with the Bid.

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c) Individual

The required signature is that of the individual.

If a fictitious name is used, the documents shall be signed as "John Doe dba XYZ Co." Another may sign for the individual if the Agency is furnished a certified power-of-attorney with the Bid authorizing the other person to sign.

d) Joint Venture

The required signatures are the principals of the joint venture or designated members.

Only designated members need to sign if a statement, signed by all principals of the joint venture, is filed with the Agency designating which members are authorized to sign documents on behalf of the joint venture. A copy of this statement shall be submitted with the Bid.

N. Bid Guaranty

The Bid must be accompanied either by cash, a certified or cashier's check, or a surety bond (bid bond) payable to the County of Los Angeles. No other form of Bid Guaranty will be accepted. The Bid Guaranty shall be in an amount equivalent to at least 10 percent of the Contract Price to guarantee that the Bidder will enter into and execute the Contract if it is awarded to the Bidder.

Bid bonds shall be duly executed by the Surety. The Surety shall have Bid bonds notarized prior to submission. Bid bonds may be prepared on the Surety's standard form. The Surety must be on file with the Los Angeles County Clerk's Business Filings and Registration office, (562) 462-2177. The Surety must also be a State of California admitted carrier.

Should any Bidder to whom an award is made fail to properly enter into and execute the awarded Contract, the cash, certified or cashier's check, or bid bond submitted with the Bid shall be forfeited to, and become the property of the Agency, whereupon the Agency shall have the right to collect the amount thereof by any appropriate means.

The cash, certified check, or cashier's check submitted as a Bid Guaranty will be returned to the Bidder except as otherwise provided. Bid bonds will be returned only if so requested by the Bidder. However, Bid Guaranties of the Bidders with the second and third lowest responsive Bids will not be returned until the Contract is executed by the apparent responsible Bidder with the lowest responsive Bid.

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VII. SUBMITTAL OF THE BID

The Bid, together with the required Bid Guaranty, shall be filed prior to the time and at the place specified in the Notice Inviting Bids. The Bid shall be sealed in the envelope provided in the Bidder's package. The name and address of the Bidder shall be included on the envelope. If mailed or sent by a commercial delivery service, the Bid must be sent to: Department of Public Works, Cashier's Office, 900 South Fremont Avenue, Alhambra, California 91803-1331. **DO NOT SEND IT TO THE DEPARTMENT'S P.O. BOX.**

If the Bid is sent by a commercial delivery service, the Agency will assume no responsibility for ensuring that the Bid is received at the Cashier's Office prior to the time specified in the Notice Inviting Bids.

VIII. WITHDRAWAL OF THE BID

The Bid may be withdrawn by the Bidder provided the request for withdrawal is made in writing to the Director of Public Works or his or her designee, is signed by the Bidder or its authorized representative, and is filed prior to the date and time specified for submission of Bids for the Contract. The withdrawal of the Bid does not prejudice the right of the Bidder to resubmit the Bid.

IX. BID OPENING AND PRELIMINARY BID RESULTS

All Bids submitted will be publicly opened and read aloud at the time specified in the Notice Inviting Bids and the place specified in the Notice Inviting Bids or posted at the Department Headquarters Building on the date of the Bid opening.

X. BID ANALYSIS AND DETERMINATION OF RESPONSIVENESS

1. After the Bids have been opened and the total amount of each Bid read aloud, the Schedule of Prices will be checked and compared, and the results will be made public.

In case of a discrepancy between the Contract Unit Price and the total set forth for the Bid item, the Contract Unit Price shall prevail. However, if the amount set forth as a Contract Unit Price is ambiguous, unintelligible, or uncertain for any reason, or is omitted, then the amount set forth in the "Total" column for the Bid item shall prevail. In this case, the amount set forth in the "Total" column will be divided by the estimated quantity for the Bid item and the price thus obtained shall become the Contract Unit Price.

2. Pursuant to Article IV, failure of a Bidder to attend a mandatory pre-bid meeting will result in its Bid not being accepted and/or being rejected.
3. A Bid from any individual, firm, partnership, corporation, or association which prepared, in part or in whole, the Plans, Specifications, or estimates for the

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Contract will be rejected.

4. More than one Bid for the same Contract from any individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for rejecting all Bids in which such Bidder is interested. However, this requirement does not prevent a Bidder who submits a Bid from being listed as a subcontractor by another Bidder. Apparent collusion among Bidders may be sufficient cause for rejecting any or all Bids, and the participants in such collusion may be barred from future bidding.
5. A Bid in which a Bid item is left totally blank will be considered nonresponsive and will be rejected.
6. A Bid in which the Contract Unit Prices are unbalanced may be considered nonresponsive and may be rejected.
7. A Bid in which the signature of the Bidder has been omitted will be considered nonresponsive and will be rejected.
8. A Bid in which each section of the Bid Proposal has not been completely filled out, or which shows any alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, will be considered nonresponsive and will be rejected.
9. A Bid in which the Acknowledgement of Addenda Received form is missing, or in which the receipt of each Addendum issued has not been acknowledged, may be considered nonresponsive and may be rejected.
10. A Bid in which the Noncollusion Affidavit form is missing, or in which the form has not been executed, signed, and notarized, will be considered nonresponsive and will be rejected.
11. A Bid in which the Request for Local SBE Program Preference Consideration and CBE Firm/Organization Information Form is missing, or in which the form has not been completely filled out, may be considered nonresponsive and may be rejected.
12. A Bid in which the List of Subcontractors form is missing will be considered nonresponsive and will be rejected.
13. A Bid in which the Bidder DBE Information form is required to be submitted with the Bid and is missing, or in which the Bidder DBE Information is not submitted within the time specified in the Special Provisions, may be considered nonresponsive and may be rejected.

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14. A Bid in which the List of Subcontractors form or the Bidder DBE Information form is incomplete, or the data included therein is inaccurate, inconsistent, or a misrepresentation of the work to be subcontracted or materials to be procured, may be considered nonresponsive and may be rejected.
15. A Bid in which the "Qualified SWPPP Developer/Qualified SWPPP Practitioner" form, if included in the Bid Proposal, is not submitted or lists a firm or individual not holding the required certifications will be considered nonresponsive and will be rejected.
16. A Bid in which the "Bidder Self-Performance Verification Form", if included in the Bid Proposal, is left blank, not submitted, or not completely filled out may be considered nonresponsive and may be rejected.
17. The Bidder must perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price, less the value of those items designated as "Specialty Items," as specified in Subsection 2-3.2 of the Standard Specifications and the Special Provisions. A Bid which fails to meet this requirement will be considered nonresponsive and will be rejected.
18. A Bid in which the Bid Guaranty is missing, or in which the Bid Guaranty surety bond is not signed by the Surety, or in which the Surety has not had the Bid Guaranty surety bond notarized, will be considered nonresponsive and will be rejected.

XI. RELIEF FROM THE BID DUE TO A MISTAKE

Pursuant to Sections 5100 through 5107 of the Public Contract Code, a Bidder may be relieved of its Bid by the Agency.

Pursuant to Section 5103 of the Public Contract Code, the Bidder shall establish to the satisfaction of the Agency that:

- a. A mistake was made.
- b. The Bidder gave the Agency written notice of the mistake within five business days after the date of the Bid opening specifying in detail how the mistake occurred.
- c. The mistake made the Bid materially different than the Bidder intended it to be.
- d. The mistake was made in filling out the Bid and not due to error in judgment or to carelessness in inspecting the Work site, or in reading the Plans and Specifications.

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Pursuant to Section 5105 of the Public Contract Code, a Bidder who claims a mistake shall be prohibited from participating in further bidding on the Contract on which the mistake was claimed.

XII. BID PROTESTS

Bid protests will be processed by the Agency in accordance with 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 in the aforementioned guideline which can be found at http://dpw.lacounty.gov/aed/construction_manual.pdf.

XIII. GRATUITIES

It is improper for any Agency 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 this Contract or that the Bidder's failure to provide such consideration may negatively affect the Agency's consideration of the Bidder's Bid. A Bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to an Agency officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

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

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

XIV. BIDDER RESPONSIBILITY

1. 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 Agency's policy to conduct business only with responsible contractors.
2. Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the Agency 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

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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.

3. The Agency may declare a Bidder to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the Agency, 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 this Contract with the Agency or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or omission which indicates a lack of business integrity or business honesty, (4) made or submitted a false claim against the Agency or any other public entity, or (5) when required to enter into a Consultant Services Agreement for preparation of various submittals, fails to submit said submittals in conformance with the Plans and Specifications.
4. If there is evidence that the Bidder with the lowest responsive Bid may not be responsible, the Agency will notify the Bidder in writing of the evidence relating to the Bidder's responsibility and its intention to recommend to the Board that the Bidder be found not responsible. The Agency will provide the Bidder 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 Agency's recommendation. If the Bidder fails to avail itself of the opportunity to rebut the Agency's evidence, the Bidder may be deemed to have waived all rights of appeal.
5. If the Bidder presents evidence in rebuttal to the Agency, the Agency will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Bidder shall reside with the Board.
6. These terms shall also apply to proposed subcontractors of the Bidder.

XV. BIDDER RESPONSIBILITY (FHWA HIGHWAY BRIDGE PROGRAM (HBP))

In addition to the requirements in Article XIV, the following requirements shall apply to HBP projects:

1. The Bidder must be in possession of, or obtain a valid State of California Class "A" contractor's license prior to award of the Contract.
2. The Bidder, or each joint venture member, must not have had its contractor's license, or that of its Responsible Managing Employee or Responsible Managing Officer, suspended or revoked during the past 10 years.
3. The Bidder's Class "A" contractor's license must state that it has one or more employees and the name of its worker's compensation insurance carrier.

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4. The Bidder, or each joint venture member, must have been in business for at least ten consecutive years, and employ a qualifying individual who has held a Class A contractor's license for at least ten consecutive years. Joint venture years of experience cannot be combined.
5. The Bidder, or each joint venture member, must not have had a construction contract terminated for default during the last five years.
6. The Bidder, or each joint venture member, and each of its owners, officers, or partners must not have had a determination by a court of competent jurisdiction that it filed a false claim with any Federal, state or local government entity during the past ten years.
7. The Bidder, or each joint venture member, for the past five years, must not have had more than one determination by a court or an administrative agency of a violation of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects.
8. The Bidder, or each joint venture member, must currently be free from debarment by any Federal, State or local agency.
9. The Bidder, or each joint venture member, must not have been assessed and required to pay liquidated damages of more than 30 days following completion of a project for a Federal, state, or local agency during the past five years.
10. The Bidder, or each joint venture member, must not have had any payments made on their behalf by a surety company during the last five years.
11. The Bidder, or each joint venture member, must not currently be the debtor in a bankruptcy case.
12. The Bidder, or one joint venture member, must have completed three comparable projects within the past five years with each having a contract value (not including change orders) of at least \$1,000,000.
13. The Bidder must submit a notarized letter from its bonding company attesting that the successful Bidder will be able to obtain payment and performance bonds in the amounts required.
14. The Bidder must submit a notarized letter from its insurance carrier stating that the successful Bidder has, or will be able to, obtain the required insurance coverage.
15. The Bidder must not have had serious and willful violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code, during the past five-year period.

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XVI. BIDDER DEBARMENT

1. The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the Agency may debar the Bidder from bidding on other County or Agency contracts for a specified period of time, generally not to exceed five years; however, if circumstances warrant, the County or the Agency may impose a longer period of debarment up to and including permanent debarment. Also, the County or the Agency may terminate any or all of the Bidder's existing contracts with the County or the Agency, if the Board in its discretion finds that the Bidder has done any of the following: (1) violated any term of a contract with the County or the Agency, (2) committed any act or omission which negatively reflects on the Bidder's quality, fitness, or capacity to perform a contract with the County, the Agency, or any other public entity, 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, the Agency, or any other public entity.
2. If there is evidence that the apparent low Bidder may be subject to debarment, the Agency will notify the Bidder in writing of the evidence which is the basis for the proposed debarment, and will advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment will be presented. The Bidder will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Bidder should be debarred, and, if so, the appropriate length of time of the debarment. If the Bidder fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Bidder may be deemed to have waived all rights of appeal.
4. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. These terms shall also apply to proposed subcontractors of the Bidder.

XVII. FORMS TO BE SUBMITTED AFTER SUBMISSION OF THE BID

The following forms shall be submitted by the apparent responsible Bidder with the lowest responsive Bid no later than 4 business days from the date of the Bid opening. Other Bidders shall so submit within 4 business days if so requested. Failure to submit such forms within the time specified may result in the Bidder's Bid not being given further consideration for award of the Contract and forfeiture of the Bid Guaranty.

INSTRUCTIONS TO BIDDERS

- A. False Claims**
- B. Civil Litigation History**
- C. Criminal Convictions**
- D. Debarments**
- E. Labor Law/Payroll Violations**
- F. Contractor Employee Jury Service Program**

The Contract is subject to the requirements of the Contractor Employee Jury Service Ordinance (“Jury Service Program”) (Los Angeles County Code, Chapter 2.203). The Jury Service Program applies to both the Contractor and its subcontractors.

The Jury Service Program requires the Contractor and its subcontractors to have and adhere to a written policy that provides that its employees shall receive, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee’s regular pay the fees received for jury service. For purposes of the Jury Service Program, “employee” means any California resident who is a full-time employee of the Contractor and “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 Agency. Therefore, the Jury Service Program applies to all of a Contractor’s full-time California employees, even those not working specifically on the Contract.

There are two ways in which the Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program’s definition of “contractor”. The Jury Service Program defines “contractor” to mean a person, partnership, corporation or other entity which has a contract with the County of Los Angeles (County) or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) 10 or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this Contract is less than \$500,000; and, 3) is not an affiliate or subsidiary of a business “dominant in its field of operation.” The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

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If the 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 included in the Bid Proposal 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 Agency 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 Agency's decision will be final.

G. Contractor's Industrial Safety Record

A review of this record will be made prior to a determination of the lowest responsible and responsive Bidder. An adverse finding as to the Bidder's industrial safety record may result in a review as to whether the Bidder is responsible.

H. Injury and Illness Prevention Plan and Code of Safe Practices

The Bidder shall submit an affidavit stating that the Bidder has an Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP), and that the Bidder's employees and the employees of its listed subcontractors and suppliers who will be assigned to the Work site will be trained on the IIPP and CSP prior to the commencement of their participation in the construction, and will be caused to fully comply with the provisions of the IIPP and CSP during the duration of their participation in the Contract.

I. Defaulted Property Tax Reduction Certification

J. CBE Firm/Organization Information Form for Subcontractors

XVIII. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

The Agency will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. The preference to be granted to each Local SBE shall be 5 percent of the lowest Bid for construction contracts and 8 percent of the lowest Bid for maintenance contracts, and shall not exceed fifty thousand dollars (\$50,000). The preference is used only for the basis of award of the Contract and does not alter the amount. A Certified Local SBE is: 1) a business certified by the State of California as a small business enterprise; and 2) a business having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Internal Services Department as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must not request the preference unless the certification process has been completed and certification affirmed. The Agency will verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that

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knowingly and with intent to defraud seeks to obtain or maintain certification as a Certified Local SBE. Further information on Local SBE certification is available from the Internal Services Department, Countywide Contract Compliance Section, www.isd.lacounty.gov/, (877) 669-CBES.

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 Website at www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx.

Consideration of SBE Preference is not applicable on Federally-funded construction projects unless specifically allowed by the Federal funding agency (e.g. HUD), and no other Federal agency requirements apply.

XIX. AWARD AND EXECUTION OF THE CONTRACT

A. Award of the Contract

The award of the Contract, if it is awarded, will be made to the apparent responsible Bidder with the lowest responsive Bid ("successful Bidder"). However, until an award is made, the Agency reserves the right to reject any or all Bids, and to waive insignificant or technical errors or discrepancies, if doing so is deemed to best serve the interests of the Agency.

B. Delay of Award

The Agency reserves the right to delay the award of the Contract for 90 calendar days after the date of the Bid opening. After 90 calendar days, the successful Bidder may at any time request release from its Bid without penalty.

C. County of Los Angeles Vendor Registration

Prior to award of the Contract, the successful Bidder shall register as a vendor with the County of Los Angeles. Registration may be accomplished online at <http://camisvr.co.la.ca.us/webven/>.

D. Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs

As a threshold requirement for consideration for award of the Contract, except for contracts funded by the Federal Highway Administration or Federal Aviation Administration, the successful Bidder shall demonstrate a proven record of hiring GAIN/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, the successful Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to

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the successful Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

E. Child Labor Standards

If awarded the Contract, the successful Bidder shall certify that it will (1) not knowingly supply any products, goods, supplies, or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; (2) upon request, identify the country/countries of origin of any products, goods, supplies, or other personal property the Bidder supplies; and (3) upon request, provide the manufacturer's certification of compliance with all international child labor conventions.

The successful Bidder understands and agrees that, if awarded the Contract and the Agency discovers that any products, goods, supplies, or other personal property supplied by the successful Bidder to the Agency are produced in violation of any international child labor conventions, it will immediately provide an alternative, compliant source of supply.

The successful Bidder further understands and agrees that failure to comply with the foregoing provisions will be grounds for immediate termination of the Contract.

F. Newborn Abandonment Law (Safely Surrendered Baby Law)

If awarded the Contract, the successful Bidder 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 where and how to safely surrender a baby. The fact sheet is available on the internet at www.babysafela.org/ for printing purposes.

The successful Bidder acknowledges that the Agency places a high priority on the implementation of the Safely Surrendered Baby Law. The successful Bidder understands that it is the Agency's policy to encourage all Agency Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The successful Bidder will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The successful Bidder can contact the County's Department of Children and Family Services, at (213) 351-5886, to request the poster to be used.

G. Consultant Services Agreement (CSA)

Following the determination of the successful Bidder by the Agency, the Agency will issue, if so specified in the Special Provisions, a CSA for the preparation of

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various submittals. The successful Bidder shall return the signed CSA within three business days of the Agency's issuance. Following receipt of the signed CSA, the Agency will authorize preparation of the submittals specified in the Special Provisions. Only after acceptance by the Agency of the specified submittals will the Agency proceed to award the Contract.

Upon determination by the Agency that the specified submittals are acceptable, the Agency will process payment to the Bidder for each specified submittal for the amount specified in the Schedule of Prices in the Bid Proposal.

Submission of acceptable submittals required by the CSA is a condition precedent to execution of the Contract by the Agency. 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.

H. Execution of the Contract

After the Contract is awarded, the awardee will receive the following documents by mail or by hand delivery:

- a. The Contract
- b. The Bond for Faithful Performance form (except for catch basin cleanout contracts)
- c. The Payment Bond for Labor and Materials form (this bond is not required for contracts of \$25,000 or less nor for catch basin cleanout contracts)
- d. Surety Information Form

The awardee will also receive detailed instructions for executing the Contract and returning it to the Agency.

The Contract shall be signed by the awardee and returned to the Agency, together with the Contract bonds signed by the awardee and the surety's attorney-in-fact and the other documents, including acceptable insurance certificates as required by the Contract Specifications, within 10 business days after it has been received by the awardee or its authorized agent. All signatures shall be properly notarized according to the capacities of the signers. If the individual that signed the Contract is neither the President nor the Secretary of the firm then a copy of the original Corporate Resolution for the firm shall be attached with the firm's seal on that form and signed by the secretary of the firm informing that that individual is authorized to bind contracts.

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In addition to the above, the awardee is required to submit the Statement of Information, filed with the State of California on an annual basis. The Statement of Information should also display the filed stamp in the upper right hand corner. If the awardee does not have the filed stamped copy, the awardee is to request it and submit proof that it has been requested. The State may take 4-6 weeks to return this document.

No Bid shall be considered as binding upon the Agency until the Contract is fully executed.

Failure of the awardee to properly execute the awarded Contract, file acceptable bonds, and submit acceptable insurance certificates as provided in the Contract Specifications and herein within the time limit specified above shall be sufficient cause for the annulment of the award by the Agency and the forfeiture of the awardee's Bid Guaranty.

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