

PROPOSAL SCHEDULE

Activity	Due Date	Due Time (PST)
Agency issue RFP	May 1, 2018	1:00 PM
Pre-Proposal Site Visits	May 8, 2018 – May 10, 2018	9:00 AM
Confidential Meetings	June 5, 2018 – June 7, 2018	9:00 AM
Proposals Due to Agency	July 12, 2018	2:00 PM
Best and Final Offer Proposals Due to Agency	Aug 16, 2018	2:00 PM
Agency issue Notice of Intent to Award	Aug 28, 2018	4:00 PM
Board of Supervisors Awards Contract	Sept 18, 2018	10:00 AM

REQUEST FOR PROPOSALS

ARTICLE 1 – INTRODUCTION

1.1 RECEIPT OF PROPOSALS

- A. Agency shall receive sealed Proposals at the following address on July 12, 2018 no later than 2:00 PM.

Ventura County Hall of Administration
Public Works Agency
Engineering Services Department
800 S. Victoria Ave
Ventura, CA 93009-1670

- B. Agency will time-stamp all Proposal envelopes to reflect their submittal time. Agency may reject all Proposals received after the specified time and will return such Proposals to the Design-Proposers unopened.
- C. Proposers are hereby notified that the U.S. Postal Service does not deliver parcels directly to the Public Works Agency. If a Proposer is delivering its Proposal via U.S. Postal Service, or other carrier, additional time will need to be allotted, as delays could result in the rejection of a Proposal.
- D. Proposers are notified that this Project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code (Public Works), and the requirements of Title 8, Division 1, Chapter 8, Subchapter 4.5 of California Code of Regulations (Compliance Monitoring and Enforcement by Department of Industrial Relations), including the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461.

1.2 PROPOSAL REQUIREMENTS

- A. This Document sets forward terms and conditions for development, preparation and receipt of the Proposals for the Project.
- B. Each Proposer must submit its Proposal in accordance with this Document.
- C. Only the Proposers who were pre-qualified pursuant to the Agency Prequalification Process for Design-Build Entities, issued on January 18, 2018, are eligible to submit Proposals.
- D. The maximum budget for the total design and construction of the Project, inclusive of all Work, is \$51,000,000 ("Stipulated Sum"). Any Proposal with base Project pricing in excess of this Stipulated Sum will be considered non-responsive and will not be considered.
- E. If a Proposer determines that the Project cannot be designed and constructed to achieve the performance objectives described in the Specifications and Bridging Documents, within the Stipulated Sum, the Proposer shall, with its Proposal (see paragraph 4.1 A. below), notify Agency regarding the following options:
1. Propose a design that is within the Stipulated Sum but shall not achieve all performance criteria. In this option, the Proposer shall list what criteria cannot be

achieved as part of its Proposal. The list shall be presented in two parts: 1) all items that are absolutely not provided, and 2) any items that are provided but at a significantly lower performance level than requested. Agency will evaluate the Proposal as submitted; **OR**

2. Withdraw from the proposal competition.

1.3 BRIDGING DOCUMENTS

- A. Bridging Documents describe the minimum mandatory scope and needs of the Project and are referenced in Document 000201.

1.4 CRITICAL SUCCESS FACTORS

- A. Critical Success Factors (“CSF”) are the issues that the Agency feels are essential to the success of this Project, and are the core essence of the Proposer’s responsibility. It is essential that the Proposer be responsive to the CSF and use the CSF as a guide in both the development of the response to the RFP, and in the design and construction of the requirements of the Todd Road Jail Health and Programming Unit (“TRJHPU”) Design-Build Package. All Proposals will be reviewed and evaluated in light of the Critical Success Factors.
 1. Work must be complete, and the TRJHPU must be fully operational and ready to be staffed and occupied, by December 31, 2020
 2. Ventura County’s Sheriff’s Office and other stakeholders have been integrally involved in developing the bridging documents for the project. The Design-Build Entity shall be expected to exhibit and foster ongoing teamwork and collaboration with this project team in every aspect of the effort to complete the project design, construction, start-up and testing, commissioning, transition, completion and activation.
 3. The Design-Build-Entity shall be expected to comply with requirements of County Contracts with the State of California for Grant funding, including but not limited to successful reviews approvals and inspections of the Project from design through occupancy. Such documents include the Project Delivery and Construction Agreement between County and the State of California (“PDCA”) and the Jail Construction Agreement (“JCSA” or “BSCC Agreement”) between the County and the Board of State and Community Corrections (“BSCC”).
 4. The Design-Build Entity shall be expected to:
 - a) Fulfill all obligations of “Contractor” under the PDCA and BSCC Agreements;
 - b) Comply with the requirements of all Federal, State, County, and other authorities having jurisdiction regulations for required reviews, approvals, permits, construction, inspection, and record keeping;
 - c) Create a Project that is energy efficient and uses sustainable design elements and construction practices and minimizes life-cycle costs;
 - d) Utilize the full capabilities of BIM to maximize the accuracy and efficiency of the design process, quality of construction and to facilitate transition to facility maintenance and a computerized maintenance management system;
 - e) Thoroughly start-up and test and commission new systems to ensure efficient and reliable operation and compliance with performance requirements established in the Bridging Documents; and
 - f) Systematically furnish all required warranties, operation and maintenance manuals, and record documents and successfully transition and train facility staff, closing out the Project with no defects.

- B. The CSF are the minimum standards that must be implemented under this TRJHPU Project. Proposers may also include Enhancements in their Proposals. All enhancements must be of high quality, add significant value, provide benefit to Agency and be above and beyond the minimum requirements established in the RFP.
 - 1. The Bridging Documents represent the minimum requirement of the TRJHPU Project and an item will not be considered an Enhancement if it is utilized to meet an "or equal" requirement.
 - 2. Agency retains the right to decline any Enhancements.

1.5 CONDITIONAL AWARD

- A. Notwithstanding any other provision of this Document or any other Proposal Document, any Contract award by Agency is conditioned on, and subject to, receipt of all required approvals from the California Department of Finance ("DOF"). Agency shall have no obligation under Contract Documents, including without limitation any obligation to pay any portion of Contract Sum, unless and until DOF provides all required consents.

ARTICLE 2 – PROPOSAL DEVELOPMENT

2.1 CONTACT INFORMATION

- A. Mailing and street address of Agency for general correspondence:

ATTN: Matt Ehret, Project Director
County of Ventura
Public Works Agency
800 S. Victoria Ave
Ventura, CA 93009-1670

E-mail: Matthew.Ehret@ventura.org

- B. Questions, e-mail and other correspondence regarding Proposals may be sent to the Agency at the address above, or emailed to the following:

E-mail: PWA_vctrjhpu@ventura.org

2.2 PRE-PROPOSAL SITE VISIT, AND CONFIDENTIAL MEETINGS

- A. Pre-Proposal Site Visits will be conducted from May 8, 2018 thru May 10, 2018 at Todd Road Jail. The Agency will conduct site visits separately with each Proposer. Site Visits will begin at 9:00 AM with a Question & Answer session followed by a tour of the facility.
- B. Agency will make itself available for one confidential meetings with each Proposer during the Proposal development period, starting June 5, 2018 thru June 7, 2018 at a venue of the Proposer's choosing in Ventura, CA, with times to be established with individual Proposers. Meeting agendas are to be prepared by the Proposers and sent to Agency a minimum of 5 days in advance of the meeting date to ensure the proper consultants and stakeholders are available for the meeting. The meetings should be organized so that they do not exceed three (3) hours in duration. A Proposer may defer any meeting at its discretion. Agency will use reasonable efforts to preserve the confidentiality of all discussions, and documents discussed, during these separate meetings, along with any competitive advantage(s) associate therewith at least until Proposals are submitted and as otherwise permitted by law.
- C. Proposers shall not rely upon oral statements; nor shall oral statements be binding or legally effective.

2.3 ADDENDA

- A. Proposers must direct to Agency all questions about the meaning or intent of this Document 001119 (Request for Proposal) and other Proposal Documents. Proposers must submit their questions by e-mail. Agency will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions.
- B. Agency will send by e-mail Addenda to each of the pre-qualified Proposers to the address supplied to Agency by each of them. Agency will not respond to questions received after June 20, 2018. Only questions answered by formal written Addenda shall be binding. Other interpretations or clarifications will be without legal effect.
- C. Agency may issue Addenda to modify the Proposal Documents of it's own accord.
- D. Addenda shall be acknowledged in Proposal Form by number and shall be part of the Contract Documents. Proposers may obtain a complete listing of Addenda from Agency.

2.4 OTHER REQUIREMENTS PRIOR TO PROPOSING

- A. Submission of a Proposal signifies the Proposer's careful examination of Proposal Documents and complete understanding of the nature, extent and location of Work to be performed.
- B. Proposer must complete the required investigations described in Document 007253 (General Conditions), Article 3, as a condition to submitting a Proposal, and submission of Proposal shall constitute the Proposer's express representation to Agency that Proposer has fully completed these required investigations.

ARTICLE 3 – CONTENT OF PROPOSALS

3.1 GENERAL PROPOSAL SUBMISSION - CONTENTS

- A. Each Proposer shall submit its Proposal to the Agency as indicated in Article 1 above.
- B. Each Proposer shall submit proposals neatly organized in three (3) ring ("D-ring" type) binders with the appropriate table of contents and tabs/dividers for:
 - 1. One (1) complete original TRJHPU Project Proposal with original signatures and all required deliverables. Separate from the copies and clearly marked as "ORIGINAL"
 - 2. Six (6) copies of the TRJHPU Project Proposal and all required deliverables.
 - 3. Written text: 8 ½" x 11" sheets of paper organized in three (3) ring binders.
 - 4. Drawings: ½ size standard edge bound and stapled.
 - 5. Three (3) thumb drives with a complete electronic copy of the TRJHPU Project Proposal and all required deliverables.
- C. Proposers shall submit their Proposals and all deliverables in a manner that is structured for easy and definitive evaluation.
- D. Proposals shall be deemed to include any written responses of a Proposer to any questions or requests for information of Agency made as part of the Proposal evaluation process after submission of the Proposal.
- E. The Proposal must contain the following, fully completed (and where applicable, executed) documents:
 - 1. Document 004200 (Proposal Form).
 - a) The Proposal Form must be completed as indicated therein. Proposers must provide information for all items, including Additive Enhancements (Schedule 1-A), Voluntary Enhancements (Schedule 1-B), and hourly rates for architects

and engineers for changes in Contract Amounts (Schedule V). Information regarding Voluntary Enhancements must either be included in Proposer's Technical Proposal Submission or attached to Proposal Form.

2. Proposal Security.
 - a) Proposers must submit with their Proposals cash, a certified check or cashier's check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, of not less than 10% of the Total Base Project Plus Enhancements Price as indicated on the Proposal Form Document 004200.
 - b) Corporate surety bonds must be in form of Document 004316 (Bond Accompanying Proposal).
 - c) Agency will reject as non-responsive any Proposal submitted without the necessary Proposal security. Agency may retain all Proposal securities and Proposal bonds until the later of 60 days after Proposal opening or execution of the Contract and deposit of all necessary bonds and other items, at which time Agency shall return the Proposal securities and Proposal bonds of any non-defaulting Proposer.
3. Document 004330 (Subcontractors List), identifying all Subcontractors who will participate in the Contract which are known as of the Proposal date (in accordance with Public Contract Code §22166(a)).
4. Document 004516 (Design-Build Entity Certifications), signed and completed (and including any appendices) as indicated therein.
5. Document 004520 (Non-Collusion Declaration), subscribed and sworn before a notary public. No Proposer may make or file or be interested in more than one Proposal for the same supplies, services or both.
6. Document 004530 (Iran Contracting Act Certifications), signed and completed as indicated therein.
7. Letter from Surety. A letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-, VII or better, confirming that surety has agreed to provide Design-Build Entity with performance and payment bonds in accordance with the requirements set forth in the Contract Documents 006113 (Construction Performance Bond) and 006116 (Construction Labor and Material Payment Bond), with minimum penal sums in the amounts set forth therein.
8. Letter from Insurer. A letter from an insurance underwriter, having a financial rating identified in Document 007253 (Supplementary Conditions – Insurance and Indemnification), confirming that the insurer will provide the coverages and amounts required for Design-Build Entity specified in the Contract Documents.
9. Material Changes List. If Proposer is unable to certify in Document 004516 that all information it submitted to Agency in connection with the Pre-Qualification Process remains true and correct in all material respects as of the date of submitting its Proposal, a list of all such changes ("Material Changes List"), accompanied by the same types of information that Proposer was required to submit for as part of the Pre-Qualification Process.

10. Technical Proposal Submission, containing the following items, as further described or referenced in paragraph 3.2 below:
 - a) Proposed Staffing.
 - b) Proposed Design And Design Approach;
 - c) Life-Cycle Costs.
 - d) Draft Project Management Plan.
 - e) Preliminary Baseline Design/Construction Schedule
 - f) Enhancements; Additive and Voluntary.
 - g) Skilled Labor Force Ability.
 - h) Acceptable Safety Record.

3.2 TECHNICAL PROPOSAL SUBMISSION

A. Proposed Staffing

1. Submit a list of the proposed staffing for the Project; the listing shall include all key team personnel previously approved in the Pre-Qualification Process ("Key Personnel") and such others as Agency may request before Proposal date. Substitutions will not be permitted without prior approval of the Agency. Additional staff required but not part of the Pre-Qualification Process may be added.

B. Proposed Design And Design Approach

1. General: Prepare written documents listed below to depict the Proposer's design in response to the Agency's requirements. The submittal requirements listed below are minimum requirements. Proposer may submit additional materials in their TRJHPU Proposal. Additional materials submitted by the Proposer may or may not be reviewed by the Agency at the Agency's sole discretion. Internet links to websites are not permitted. Design narrative may include diagrams, graphic illustrations, conceptual sketches and ideas, exhibits, and photographic images on 8 ½" x 11" Format. (Site plans, conceptual floor plans, grading plans, etc. to be scaled to fit standard drawing sheet size (30" x 42") with ½ size sheets required for submittal).
2. Building Program Report: Spreadsheet format indicating all proposed program spaces with both net and gross square footages as compared to the required building program and gross square footages of the Project. Deviations from the required building program gross square footages are to be clearly highlighted. Additions to the Agency's issued Specifications are to be clearly noted. 8 ½" x 11" Format
3. Prepare conceptual design plans that illustrate the design intent for the TRJHPU Project
 - a) Site Plan: Overall site plan including the size and locations of the proposed elements, and all landscape, and hardscape (including parking), integration with existing facilities, access and security. Provide conceptual drawings to assure visual unity between areas all site components and building forms.
 - b) Conceptual Floor Plans: 1/16" = 1'-0" Scale (minimum) overall plans of the proposed building elements.
 - c) Enlarged Cell Plans: Large scale plans of each type of cell with all furnishings and equipment included.
4. Technical Approach Plans for the TRJHPU Facility and Site including backup documentation as appropriate, to identify the proposed types, integration, and operations of systems for the facility illustrating the best value for the Agency. Technical approach plans shall include:
 - a) Narrative(s) detailing the basic approach.

- b) Conceptual layout(s) of building systems.
 - c) Proposed systems including a description of types, efficiencies, quantities and capacities.
 - d) Approach to maintaining and servicing proposed systems.
 - e) Narrative(s) outlining the proven track record(s) of the proposed systems and vendors including tried and tested processes, systems and capabilities.
5. On- and Off-Site Civil and Utilities Systems.
- a) Provide a narrative description and where applicable, conceptual drawings of the proposed civil engineering design and approach, including the proposed unique design features, conformance with the Contractor's Storm Water Pollution Prevention Plan, sustainability features and energy conservation for the best value for the Agency.
6. Provide a conceptual Grading Plan, including a narrative and backup documentation as appropriate, to address the approach and sequence of grading activities. Include approach to efficiently design and install building pads.
7. Prepare conceptual Site Utility Plans with points of connection including: Sanitary Sewer, Domestic and Fire Water, Storm Drain, Gas and Electrical services.
- C. Life Cycle Costs
- 1. Submit a Life-Cycle Cost (LCC) analysis of proposed systems describing the Proposer's approach for evaluating alternatives and developing cost effective designs, systems and components as part of sustainable design. Life-cycle benefit analyses shall be shown as present value amounts using a 5.5% discount rate, 30 year life-cycle period, 3% energy costs escalation rate, 3% personnel/staff escalation rate and 2% maintenance cost escalation rate. Proposer's LCC analysis should take into account its proposed Base Project Plus Enhancements Price shown in Document 004200 Proposal Form.
- D. Draft Project Management Plan
Submit a draft Project Management Plan that addresses all the following: (in no particular order):
- 1. Communication Plan, including:
 - a) Proposer's Organization and Lines of Communication.
 - b) Electronic Communications, including requirements for a Site Project website (to be provided by Design-Build Entity).
 - c) Meetings and Conferences Plan.
 - 2. Contract Administration and Procedures Plan.
 - 3. Collaboration and Coordination Plan.
 - 4. Quality Assurance / Quality Control Plan.
 - 5. Construction Traffic Management Plan.
 - 6. Storm Water Pollution Prevention Plan.
 - 7. Systems/Design Confirmation Plan.
 - 8. "For Construction" Document Development Plan.
 - 9. Waste Management Plan.
 - 10. Safety Plan
 - 11. Commissioning Plan.
 - 12. Record Documents Plan.
 - 13. Scheduling Plan.
 - 14. Monthly Report.
 - 15. Conflict Resolution Plan.
 - 16. BIM Execution Plan.
 - 17. Transition and Close-out Plan.

E. Preliminary Baseline Design/Construction Schedule

1. Submit a preliminary baseline design/construction schedule to complete the Work, incorporating critical milestones and events known or understood by the Proposer. The schedule shall represent the Proposer's intended plan for completing the Work within the contract time, and comply with Section 013200 Progress Schedules and Reports paragraph 2.3 C.
2. The preliminary schedule shall include a Key Personnel staffing schedule, indicating all periods when each of the Key Personnel (as defined in paragraph 3.2 A. above) are anticipated to be committed to working on the Project, and other information in Section 013200 paragraph 3.2 C.3.
3. In developing the Preliminary Baseline Design/Construction Schedule the Project Proposer should consider activities, logic, durations, and milestones related to the following:
 - a) Systems/Design Confirmation: Systems/design completion/confirmation; review and approval by BSCC and State Fire Marshal in addition to all Authorities Having Jurisdiction of design activities for each project component as necessary to document Design-Build Entity's specific approach to meet the design guidelines and performance requirements required by Bridging Documents, and as required to construct the TRJHPU Project including, but not limited to:
 - i) On and off-site utilities.
 - ii) Site grading and geotechnical requirements.
 - iii) Facility design and construction.
 - b) TRJHPU Stakeholder Reviews: Proposed review and confirmation activities and durations for TRJHPU stakeholder team during program confirmation, systems confirmation, design, construction, submittal review, start-up and testing, commissioning, and project close-out. Stakeholder may include, but are not limited to:
 - i) Ventura County Sheriff's Office
 - ii) Ventura County General Services Agency (facility maintenance)
 - iii) Ventura County Public Works Agency
 - c) Regulatory Agency Reviews: Proposed review and approval activities and durations during design, construction, commissioning, and project close-out including, but not limited to:
 - i) Board of State and Community Corrections (BSCC)
 - ii) California State Fire Marshal (SFM)
 - iii) Ventura County Resource Management Agency (RMA)
 - iv) Ventura County Fire Department
 - v) Ventura County Public Works Agency
 - vi) All additional Authorities Having Jurisdiction.
 - d) Not used
 - e) In planning the project activities, durations, and milestones, the Proposer shall consider the following:
 - i) Review and approvals periods required by federal, state, county and other authorities having jurisdiction, regulatory review and approvals.
 - ii) Assume a minimum of 10 working days turn-around time for TRJHPU Stakeholder reviews of major submittals including submittals required by regulatory agencies.
 - iii) Include strategies to support phased turnover of facilities to accommodate TRJHPU use prior to overall project completion. This phased turn-over

would not include inmate occupancy but would support installation of FF&E, staff training, etc.

iv) Include requirements for building commissioning.

F. Enhancements; Additive and Voluntary:

1. An Enhancement is a demonstrated benefit to the Project that is beyond the minimum requirements established in the RFP. The Project includes two (2) different types of Enhancements; Additive and Voluntary.
2. Additive Enhancements, as defined by the Agency, are the following:
 - a) Provide Fully Operable Sliding Doors at Entrance to Day Rooms.
 - b) Accelerate Project Completion by 60 days.
 - c) Provide two (2) year warranty in lieu of one (1) year
 - d) Provide a water treatment/softening system for entire facility
 - e) Upgrade existing security electronic controls in all current housing units to match the new system installed in TRJHPU
3. Voluntary Enhancements are presented by Proposers as items that could improve the Project
4. For each Voluntary Enhancement, submit the following:
 - a) A unique enhancement identification number (to be used in Proposal Form Schedule 1-B);
 - b) A narrative description of the enhancement;
 - c) A list/description of benefits to the Agency;
 - d) Affected Specification/Bridging Documents section references and changes (if applicable);
 - e) New performance criteria (if applicable);
 - f) New concept drawings (if applicable);
 - g) A comparison between the original Specification/Bridging Documents requirements and the proposed Enhancement; and
 - h) Cost benefit analysis (if applicable).
5. For each Enhancement (Additive and Voluntary), Proposers must indicate in Proposal Form Schedules 1-A and 1-B whether or not the Enhancement is included within the Base Project Plus Enhancement Price. Price must be shown for all listed enhancements, even for Enhancements that are included in the Proposer's Base Project Plus Enhancements Price.

G. Ability to Provide Skilled Labor:

1. All information required to establish Evaluation Factor # VII, Skilled Labor Force Availability

H. Acceptable Safety Record:

1. All information required to establish Evaluation Factor # VIII, Acceptable Safety Record.

3.3 PROPOSAL GUIDE

- A. Except as set forth herein, all abbreviations and definition of terms used in these instructions are set forth in Document 007253 (General Conditions) or Section 014200 (References and Definitions).

- B. The certification of the Stipulated Sum must be without any conditions and/or alterations and/or exceptions (other than as provided in paragraph 1.2 E. above).
- C. Design-Build Agreement administration refinements, conditions regarding price escalation, Contract language modifications, value engineering to attain Agency's budget, additional allowances that limit the extent of work, modifications to RFP documents that reduce the RFP requirements or scope of work, and/or infer pre-approval of substitutions etc., or any other conditions, clarifications that reduce the requirements and/or infer a pre-approval of a change to the requirements or a conditional acceptance of the TRJHPU Project Proposal will not be allowed and may be the basis for considering the TRJHPU Project Proposal to be non-responsive at the sole discretion of the Agency. Such issues may, as appropriate, be raised prior to submission of proposals and addressed through Addenda.
- D. Substitutions: It is the intent of the Agency to utilize the creative expertise of the Proposers. The requirements of the Contract Documents establish the design intent, level of quality and utility and special requirements. Proposers may propose, as Voluntary Enhancements, alternate materials, methods, and means to achieve the required results. However, the burden of compliance with the intent of Bridging Documents remains with the Proposer.
- E. The evaluation of the Proposals during the selection phase is not intended to be final judgment on the validity or acceptability of alternate solutions.
- F. Proposals for substitutions must be made in conformance with the Contract Documents and be made on a system-wide basis such that the Agency is not asked to piecemeal its review of individual elements of a system. The Agency will reasonably cooperate in considering and reviewing substitutions and/or modifications. The Agency is not required, however, to approve substitutions and/or modifications that would change or reduce the performance standards, intended use, and/or value of the Work.
- G. The acceptance of, and/or the issuance of a stipend in connection with the TRJHPU Project Proposal, does not constitute acceptance by the Agency that any or all of the proposed elements are in conformance with the Contract Documents.
- H. The Proposer is responsible for foreseeable site conditions and hazardous materials to the extent described in the Proposal Documents and/or that could be reasonably inferred by the Proposers based on their experience and expertise on similar projects.
- I. Proposers are required to perform their own site investigations.

ARTICLE 4 – STIPEND

4.1 GENERAL

- A. The pre-qualified Design Build Entities will be asked to submit Proposals, and, if award is to be made, it will be based on the Proposal which provides Best Value within the Stipulated Sum.
- B. Upon request pursuant to paragraph B below, pre-qualified Proposers who are not awarded the Contract will receive a stipend of \$50,000 for their participation in the Proposal process in consideration for and provided that:
 - 1. The Proposer agrees not to protest the award of the Contract to a different pre-qualified Proposer;

2. The Proposer agrees to and accepts the terms and conditions set forth in Article 6 below;
 3. The Proposer submitted a responsive Proposal (including without limitation not withdrawing from the competition as provided in paragraph 1.2 E. above), and, if one was requested, submitted a responsive best and final Proposal.
- C. Eligible Proposers must request a stipend payment by submitting an invoice to the Agency within 90 calendar days from the date of Contract award. Submission of said invoice constitutes acceptance of the terms and conditions referenced in paragraph A above.

ARTICLE 5 – AWARD

5.1 NOTICE OF INTENT TO AWARD

- A. If the Contract is to be awarded, it will be awarded based on the Proposal which provides best value within the Stipulated Sum. Agency will notify the responsive Proposer whose Proposal is determined to provide the best value to the public. Agency shall issue a Notice of Intent to Award and provide a copy of the Notice to all finalist Proposers who submitted Proposals and all parties who requested that the Agency provide such notice. The Notice shall identify the Proposer recommended for award.

5.2 AWARD OF CONTRACT

- A. Upon completion of Agency's evaluation of all Proposals, including without limitation all required action by the Agency's Board of Supervisors, Agency shall issue Document a Notice of Conditional Award, which shall identify the next-two highest ranked Proposers.
- B. The Notice of Conditional Award shall, among other things, identify which Additive and Voluntary Enhancements (if any) will be included in Work at time of award. All other Enhancements will become Alternates, each of which will be subject to acceptance by Agency at the respective prices, and until the respective dates (each, a "Agency Decision Point Date"), specified in the successful Proposer's final Proposal.

5.3 POST-NOTICE OF CONDITIONAL AWARD REQUIREMENTS

- A. After Notice of Conditional Award, the successful Design-Build Entity must submit the documents listed in items 1 and 4 below no later than 2:00 p.m. on the date that is fifteen (15) business days after issuance of Notice of Conditional Award, and the remaining documents listed below no later than 2:00 p.m. on the date that is seven (7) days after receipt of all required consents from the DOF (see paragraph 1.5 above). Execution of the Contract is dependent upon approval of these documents:
1. Document 005200 (Agreement): To be executed by the successful Design-Build Entity. Submit two (2) copies, each bearing all required original signatures.
 2. Document 006113 (Construction Performance Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in the Document. Submit two (2) copies, each bearing all required original signatures.
 3. Document 006116 (Construction Labor and Material Payment Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document. Submit two (2) copies, each bearing all required original signatures.

4. Document 006536 (Guaranty): To be executed by successful Design-Build Entity, in the form set forth in the Document. Submit seven (2) copies, each bearing all required original signatures.
5. Insurance forms, documents, certificates and endorsements required by Document 007316 (Insurance). Submit one (1) copy, each bearing all required original signatures.
6. Any other document specified in Document 005100 (Notice of Conditional Award).

5.4 FAILURE TO EXECUTE AND DELIVER DOCUMENTS

- A. If the Design-Build Entity to whom the Contract is awarded fails or neglects to execute and deliver all required Contract Documents including bonds, insurance certificates and other documents, as required in paragraph 5.3 above, Agency may, in its sole discretion, deposit the Design-Build Entity's surety bond, cashier's check or certified check for collection, and retain the proceeds as liquidated damages for Design-Build Entity's failure to enter into the Contract Documents. Design-Build Entity agrees that calculating the damages Agency may suffer as a result of the Design-Build Entity's failure to execute and deliver all required Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Design-Build Entity's required Proposal security shall be the agreed and presumed amount of Agency's damages.

5.5 RIGHT TO REJECT PROPOSALS

- A. Agency may reject any and all Proposals and waive any informalities or minor irregularities in the Proposals at its sole discretion. Agency also reserves the right, in its discretion, to reject any or all Proposals and to re-issue a new Request for Proposals for the Project. Agency reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Proposals, request other proposals and to reject the Proposal of any Proposer if Agency believes that it would not be in the best interest of the Agency to make an award to that Proposed, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Agency. Agency also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the Work, to the fullest extent permitted by law. For purposes of this paragraph, an unbalanced Proposal is one having nominal prices for some work items and enhanced prices for other work items.

ARTICLE 6 – GENERAL REQUIREMENTS

6.1 PROPOSAL WORK PRODUCT

- A. Proposer grants Agency a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others related to Agency to use the Proposal and all materials, including original design work, documents and other submissions and concepts discussed or submitted by Proposer in response to this Request for Proposals ("Proposal-Work-Product") for government purposes, including the Project. Proposer may retain copies of the Proposal-Work-Product.

6.2 PUBLIC RECORDS ACT REQUESTS

- A. Pursuant to the California Public Records Act, Government Code section 6250 et seq., ("CPRA") Agency may make Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions, and all subsequent Proposal evaluation information available to the public. Any submissions not opened will remain sealed and eventually be returned to the submitter. Except as required by law, Agency will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by the Proposer. Any such

trade secrets or proprietary financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification shall not be permitted and shall be invalid. The specific information and text must be clearly identified as such in a manner that facilitates redaction in compliance with the California Public Records Act, for example by style of text or brackets, where necessary.

- B. Agency will notify the Proposer involved at least fourteen days before it makes available for inspection or provides copies of any information designated under paragraph A above to any member of the public. "Member of the public" does not include the PDCA and BSCC and does not include any government agency that agrees to keep the information confidential. Proposer shall timely identify any of the information that it requests the Agency redact or otherwise refuse to disclose and the grounds for asserting the applicable exemption(s) from disclosure under the CPRA. If Agency accedes to Proposer's request to withhold, Proposer shall, upon notice by Agency, defend Agency's refusal to produce the information in any action under the CPRA and indemnify it against any award of attorney fees in such action. If Agency denies Proposer's request to withhold, Agency will not disclose the information for one week after it gives Proposer notice of such denial, in order to allow Proposer an opportunity to file a "reverse-PRA" action.

END OF DOCUMENT

EVALUATION OF PROPOSALS

ARTICLE 1 – INTRODUCTION

1.1 INTRODUCTION

- A. Agency intends to evaluate proposals and award the contract without having discussions with Proposers. Therefore, the Proposer’s initial proposals should contain their best terms. However, the Agency reserves the right to request a best and final offer Proposal after receipt of initial proposals.
- B. All responsive proposals will be evaluated to determine which one provides the “best value” to the public.

1.2 PROPOSAL RECEIPT

- A. Agency shall date and time stamp Proposals on receipt. Proposals will not be opened publicly, but may become public as described below.
- B. Agency will open the Proposals, and perform a preliminary review to identify any patently defective Proposals. Agency action on defective Proposals may include refusal to evaluate such Proposals and elimination of Proposer submitting such Proposals from the Proposal process. Agency reserves all rights to take any action consistent with the requirements of Document 001119 (Request for Proposals), including, without limitation, requesting additional information after receipt and opening of Proposals and waiving any inconsequential defects.
- C. All Proposals from Proposers which remain after the preliminary review shall be evaluated by one or more selection committee(s), which will be comprised of individuals selected by the Agency. The selection committee(s) will review the Proposals and award points using the methodology described herein.

1.3 EVALUATION FACTORS/BEST VALUE

- A. Agency will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated below:

EVALUATION FACTORS		Maximum Points
I.	Proposed Team Technical Design and Construction Expertise	15
II.	Proposed Design and Design Approach	15
III.	Project Pricing and Features	25
IV.	Draft Project Management Plan	10
V.	Preliminary Baseline Design/Construction Schedule	5
VI.	Life-Cycle Costs over 30 Years	10
VII.	Skilled Labor Force Availability	10
VIII.	Acceptable Safety Record	10
Total Maximum		100

B. Evaluation Factor Description:

1. Factor # I: Technical Design and Construction Expertise of Proposed Dedicated Staff Team (including Designers and Subcontractors):
 - a) The Proposer whose proposed team, including designers and Designated Subcontractors, is determined by Agency to be the most qualified, when compared with the teams proposed by the other Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Agency.
2. Factor # II: Proposed Design and Design Approach to Architectural Aesthetics, Design Innovation and Project Requirements.
 - a) The Proposer whose proposed Project design, and approach to designing the Project, in a manner which provides Agency with the best combination of quality, utility, strategic approach to designing the project, architectural aesthetics of the proposed design solutions, and design innovation, while still complying with all Project Operational, Performance and quality requirements is determined by Agency to be the best, when compared with the design and approaches proposed by the other Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Agency.
 - b) For purposes of this evaluation factor: The term “architectural aesthetics of the proposed design solutions” shall broadly encompass the totality of a Proposer’s proposed design approach and innovative solutions, including the quality and responsiveness of any Plans, Drawings, Schematics, Specifications, and similar Design Documents submitted with the Proposal. Presentation drawings which adequately depict the proposed appearance, functionality and layout of the facility are highly encouraged.
3. Factor # III: Project Pricing and Features:
 - a) This factor is divided into two sub-factors: Base Project (Document 004200 Proposal Form, Part I), with a maximum five (5) points; and Base Project Plus Additive and Voluntary Enhancements (Document 004200 Proposal Form, Part II), with a maximum twenty (20) points. The second sub-factor is further divided into two sub-sub-factors, Base Price plus additive enhancements with a maximum of ten (10) points and base price with both additive and voluntary enhancements with a maximum of ten (10) additional points (see below).
 - b) Base Project Sub-Factor (Document 004200 Proposal Form, Part I). Each Proposer who agrees to a Total Base Price (as described in Document 004200 Proposal Form, Part I) that is less than the Stipulated Sum of \$51,000,000 shall receive 5 points for this sub-factor. All other Proposers will receive zero points for this sub-factor. A base price equal to the stipulated sum will be considered an offer in which no enhancements with a monetary value are offered.
 - c) Base Project Plus Enhancements Sub-Factor (Document 004200 Proposal Form, Part II).
 - i) General For purposes of this sub-factor, a “responsive Proposer” is a Proposer whose Base Project Plus Enhancements Price equals the Stipulated Sum of \$51,000,000.

- ii) Sub-Sub-Factor A—Total Project Including All Additive Enhancements The responsive Proposer whose Base Project Plus Additive Enhancements Project, identified in Document 004200 (Proposal Form), Part II, Items 5, respectively, is determined by Agency to be the overall Project that would provide the greatest value to Agency, will receive ten (10) points for this sub-sub-factor. The responsive Proposer whose Base Project Plus Additive Enhancements Project is determined by Agency to be the overall Project that would provide the second greatest value to Agency, will receive five (5) points for this sub-sub-factor. All other Proposers will receive zero points for this sub-sub-factor.
 - iii) Sub-Sub-Factor B—Additive and Voluntary Enhancements The responsive Proposer whose Additive and Voluntary Enhancements included in its Base Project Plus Enhancements Project, taking into account all Additive and Voluntary Enhancements identified in Document 004200 (Proposal Form), Part II, Items 5 and 6, are determined by Agency to provide the greatest utility, functionality, and overall best value to Agency, will receive ten (10) points for this sub-sub-factor. The responsive Proposer whose Additive and Voluntary Enhancements included in its Base Project Plus Enhancements Project is determined by Agency to provide the second greatest utility, functionality, and overall best value to Agency, will receive five (5) points for this sub-sub-factor. All other Proposers will receive zero points for this sub-sub-factor.
 - d) Proposers are reminded that Agency will pay for any Enhancement only if actually included in Contract, either at time of award (see Document 005100 Notice of Conditional Award and Document 005200 Agreement paragraph 1.2.B) or subsequently as an Alternate (see paragraph 4.3 B.3.e) below), and that each Proposer agrees, in Document 004200 (Proposal Form), to design and construct the Project as described in the Bridging Documents, and satisfy all other Design-Build Entity obligations under the Contract Documents, for the Total Base Price identified in Document 004200 (Proposal Form) Part I.
 - e) All Enhancements (Additive and Voluntary) which are not included in Contract at time of award shall become Alternates. Agency may add any Alternate to Contract, at price indicated in Document 004200 (Proposal Form) Schedules 1-A or 1-B, as applicable, by notifying Design-Build Entity no later than the date indicated for each item in Schedules 1-A or 1-B, as applicable ("Agency Decision Point Date"). See also Document 005200 (Agreement) paragraph 1.3.
4. Factor # IV: Draft Project Management Plan:
- a) The Proposer whose draft Project Management Plan, including the clarity of the intent of each individual item and the continuity of all items comprising the overall plan (see paragraph 3.2 C. above), is determined by Agency to be the most thorough, comprehensive, and likely to achieve the highest quality project, when compared with the draft management plans proposed by the other Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Agency.

5. Factor # V: Preliminary Baseline Design/Construction Schedule.
 - a) The Proposer whose Preliminary Schedule is determined by Agency to show a (i) recognition of and understanding of the tasks necessary to complete the Project, (ii) clear identification of the process requirements for each of the project stakeholders and all governing agencies that will affect the project, (iii) acknowledgement of critical milestones, and (iv) efficiencies that can be achieved in project delivery and also, (v) the earliest realistically achievable completion dates, when compared with the Preliminary Baseline Design/Construction Schedules proposed by the other Proposers, and which includes a Key Personnel staffing schedule consistent with the proposed progress of the Work, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Agency.

6. Factor # VI: Life Cycle Costs over 30 Years:
 - a) Agency is interested in constructing new facilities whose sustainable design results in a low life cycle cost as calculated over a thirty (30) year period and in assessing realistically achievable ideas for costs savings / enhancements / and/or proposed systems to reduce the project's operating costs. As such, Agency will evaluate Each Proposer's Life-Cycle Cost (LCC) analysis and estimate the reasonably anticipated life cycle costs over 30 years associated with each Proposal, based on each Proposer's Base Project Plus Enhancements reflected in Part II of Schedule of Proposal Prices in Document 004200 (Proposal Form), and taking into account (i) replacement costs of any systems/components whose service lives do not exceed 30 years, and (ii) annual price increases and present value discounts. The Proposer whose Proposal is (1) estimated to have the least expensive life-cycle costs over 30 years and (2) determined to contain the most realistic proposals for cost savings shall receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Agency.

7. Factor # VII: Skilled Labor Force Availability or Project Labor Agreement Administration:
 - a) The availability of skilled labor is essential to the successful completion of the project. Each Proposer that satisfies the requirements to provide an enforceable commitment to use a "skilled and trained labor force" as described in California Public Contract Code Section 22164(c) shall receive the maximum number of points for this factor. Any Proposer who does not satisfy those requirements shall receive fewer points, as determined by Agency. Alternatively, if a Project Labor Agreement is implemented, describe methods of enforcement and administration.

8. Factor # VIII: Acceptable Safety Record:
 - a) Safety is of paramount importance. The selected Design-Build Entity must have an acceptable safety record. Each Proposer whose "safety record" is determined to be "acceptable" as provided by California Public Contract Code Section 22164(b)(3)(G) shall receive the maximum number of points for this factor. Any Proposer whose "safety record" is not "acceptable" under that Section shall receive zero (0) points.

- A. Best Value: Tie Breaker. The Proposal that receives the greatest total number of points based on the above Evaluation Factors shall be considered to provide the best value. In the event of a tie the Agency reserves the right to select the Proposal which, in its sole discretion, the Agency determines provides the best value as compared to the other Proposal receiving a tied score.

1.4 MODIFICATION / ADDITION OF RFP PROCEDURES

- A. Agency reserves the right to modify existing procedures and/or establish additional procedures for the Proposal process, and will notify all Proposers if Agency exercises this right.

END OF DOCUMENT

ACCESS, INDEMNITY AND RELEASE AGREEMENT
(If Invasive Testing is Allowed)

Dated: _____

POTENTIAL DBE: _____

OWNER: COUNTY OF VENTURA
PROJECT: Todd Road Jail Health and Programming Unit

In consideration of the above-referenced Agency permitting the undersigned potential Design-Build Entity ("DBE") to have access to, and to conduct investigations, tests and/or inspections on the Site ("access"), and effective upon such access, DBE hereby agrees as follows:

- 1.1 To the greatest extent permitted by law, including without limitation California Civil Code Section 2782, DBE hereby releases, and shall defend, indemnify and hold harmless Owner, and its officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by DBE or any of DBE's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of Owner or by any released and indemnified party.
- 1.2 DBE hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
- 1.3 DBE shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder.
- 1.4 Attached hereto (or to be delivered separately before DBE's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 007253 (General Conditions).
- 1.5 Although this Access, Indemnity and Release Agreement is not a Contract Document (see Document 005200 [Agreement]), it shall be fully effective and binding regardless of whether DBE submits a Proposal for the subject Project, is awarded a contract for the Project, or otherwise.

DBE: _____

By: _____
Signature

By: _____
Signature

Its: _____
Title (If Corporation: Chairman, President Or Vice President)

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

END OF DOCUMENT

OPERATIONAL SECURITY PROCEDURES

ARTICLE 1 – OPERATIONAL SECURITY REQUIREMENTS

1.1 SECURE PERIMETER AND ENVELOPE

- A. The existing fence line of the Todd Road Jail Facility (TRJ) constitute its secure perimeter.
- B. The existing exterior walls of the Todd Road Jail Facility (TRJ) constitute its secure envelope.
- C. The Todd Road Jail Health and Programming Unit (TRJHPU) will be considered to be outside the secure envelope, but within the secure perimeter, of the TRJ until the existing wall at the new TRJHPU corridor connection to the TRJ is breached. When this occurs, the exterior perimeter walls of the TRJHPU and TRJ will constitute the single security envelope of the entire complex.
 - 1. All TRJHPU security systems must be active and functional before the TRJHPU falls within the secure envelope of the entire complex.
- D. Emergency egress from the TRJ must be maintained at all times during construction. Refer to Criteria Documents for existing TRJ emergency egress and TRJHPU corridor interface requirements. Design-Build Entity may propose temporary secure barriers, for possible acceptance by Agency, to facilitate construction activities and emergency egress, as long as the secure perimeter of the complex is not compromised.

1.2 ACCESS REQUIREMENTS

- A. No weapons, drugs, alcohol, or any illegal substances shall be brought onto the TRJHPU project site and/or the TRJ site.
- B. The Ventura County Sheriff's Office (VCSO) is responsible for the safety and security of individuals within the limits of VCSO control. All personnel working in this facility must abide by the direction of the VCSO.
- C. All individual toolboxes and bags entering the TRJHPU project site and/or TRJ site are subject to search at any time.
- D. Smoking is not allowed on the TRJHPU project site and/or TRJ site at any time.
- E. Standards for attire and personal protection equipment (PPE) shall be set by the Design-Build Entity. The VCSO does not restrict attire color or material.
- F. The VCSO will be available to discuss these requirements during the pre-proposal meetings.
- G. For all work within the secure perimeter (as defined above):
 - 1. Tool control: Most of the items used by individuals working on the new TRJHPU could be used as, or easily converted to use as, a weapon. Therefore, individuals bringing tools and materials into the secure perimeter must keep such items in a toolbox or other secure enclosure except while in immediate use. Tools, materials, tool boxes, or other enclosures must remain, at all times, under the immediate supervision of personnel using them or be locked into an area to which inmates have no access.
 - 2. Construction workers are required to notify the VCSO when work is completed and when they are leaving an area. The construction workers and VCSO will check work areas to ensure that all tools, equipment and materials have been removed or secured. VCSO is responsible for the prevention of unauthorized material being

introduced to the inmate population and may initiate a search of work areas at their discretion.

3. When construction workers are working or passing through an area where inmate contact might occur, all reasonable steps shall be taken to minimize the risk of being accosted by an inmate or allowing an inmate the opportunity to steal tools or materials.
4. Avoid contact and conversation with inmates. Do not discuss, with inmates, information concerning operations, procedures or work being performed within the facility. Passing of notes/letters is strictly prohibited.
5. If any tools or materials are missing or suspected of being missing notify VCSO immediately. The VCSO will assist in the search for any suspected missing tools or materials.
6. Cell phones and/or cameras will be allowed within the secure perimeter on a very limited basis, when necessary to perform work, for key personnel only. Design-Build Entity must submit a request in writing to the Agency stating the name of the person requiring a cell phone and/or camera along with the reason why the cell phone and/or camera is necessary. Cell phones and/or cameras within the secure perimeter which have not been authorized are subject to confiscation.
7. The VCSO has the authority to deny entry, into this facility, of any individual who fails to follow these security and safety procedures.

ARTICLE 2 – SECURITY BACKGROUND INVESTIGATION AND CLEARANCE

2.1 CLEARANCE

- A. The Design-Build Entity must complete the Security Background Investigation Form (see Attachment 1) for all Design-Build Entity staff, subcontractors, and personnel who require access to areas within the secure perimeter and/or secure envelope.
- B. Design-Build Entity must allow a minimum of two (2) weeks for the VCSO to perform the background check. Security clearance must be obtained before access will be allowed – NO EXCEPTIONS.
- C. The Design-Build Entity will be advised if the applicant(s) requesting site entrance has either been accepted or denied.
- D. After security clearance is obtained, the Design-Build Entity shall note that a minimum 48-hour notice is required by the VCSO of any contractor requiring entrance into the secure perimeter at any time. If this information is not provided in the timeframe stipulated, entrance into the secure perimeter will be rejected – NO EXCEPTIONS.
- E. The Design-Build Entity shall provide the Agency with the names of the cleared personnel requiring access, their dates and hours of work, and time durations of the work. The Agency will in turn forward this information to the VCSO for escort coordination where necessary.
- F. The VCSO requires that all personnel performing work within the secure perimeter to submit a copy of their driver's license and company name prior to entering the secure perimeter.
- G. Drivers of delivery trucks do not require a clearance to enter the secure perimeter as long as they depart TRJ immediately open completion of delivery.

2.2 BACKGROUND INVESTIGATION

- A. All background investigations will be conducted the VCSO Classification Unit.
- B. There are two different clearance levels
 - 1. Basic Clearance is for all workers who enter the secure perimeter.
 - 2. Advanced Clearance is required for all workers who enter the security envelope.
- C. Potential Reasons for denial
 - 1. An immediate disqualifier shall be given to any applicant who has completed a sentence at the TRJF within the immediate prior one year.
 - 2. Prior convictions for any felony crime is not an immediate disqualifier based upon severity of crime and time elapsed since release from custody.
 - 3. Recent felony convictions for violent/assaultive crimes will be a disqualifier for workers seeking an advanced clearance.

ARTICLE 3 – REQUIRED NOTICE AND ACKNOWLEDGEMENT

3.1 NOTICE

- A. The Design-Build Entity must provide a copy of this Document 002110 to all Design-Build Entity staff, subcontractors, and employees who will be performing work on or visiting this Project, and maintain a copy of the signed document on site. Copies shall be provided to the VCSO or Agency upon request.

3.2 ACKNOWLEDGEMENT

I, _____, acknowledge that I have read and
(print name)

understand these policies and procedures as outlined above.

Signature: _____ Date: _____

END OF DOCUMENT

ATTACHMENT 1

**VENTURA COUNTY TODD ROAD JAIL HEALTH AND PROGRAMMING UNIT
DESIGN-BUILD ENTITY SECURITY BACKGROUND INVESTIGATION FORM**

DATE: _____

TO: _____ PHONE: _____
(Agency Contact)

FROM: _____ PHONE: _____
(Design-Build Entity)

PROJECT NAME: *Ventura County Todd Road Jail Health and Programming Unit*

PROJECT LOCATION: *600 Todd Road, Santa Paula CA 93060*

SHERIFF'S OFFICE REPRESENTATIVE: *Todd Road Jail Classification Unit*

PROJECT NO. 13401

Please provide the following information for each person requiring access to the secure perimeter a minimum of two (2) weeks before access is required. This information will be used by the Sheriff's Office for a security background investigation check on each employee listed. Employees who have not obtained a security background check will not be allowed within the secure perimeter. Use additional sheets if necessary.

Full Name	Date of Birth	SSN (last 4 digits)	Driver's License # (attach copy)	State

END OF ATTACHMENT 1

DOCUMENT 004200

PROPOSAL FORM

VENTURA COUNTY
TODD ROAD JAIL HEALTH AND PROGRAMMING UNIT
SANTA PAULA, CALIFORNIA

PROPOSAL TO: County of Ventura
Public Works Agency
Engineering Services Department
800 S. Victoria Ave
Ventura, CA 93309-1670

PROPOSAL FROM: _____
(Design-Build Entity)

(Address)

(City, State, Zip)

(Telephone)

(Date Submitted)

1.1 SUBMISSION OF PROPOSAL

A. Proposer agrees, if this Proposal is accepted, to enter into an agreement with the COUNTY OF VENTURA, a public entity in the form included in the Contract Documents, Document 005200 (Agreement), to perform and furnish the Work specified of the Contract Documents and this Proposal.

1.2 TIME PERIOD FOR ACCEPTANCE OF PROPOSAL

A. This Proposal will remain subject to acceptance for one hundred and twenty (120) calendar days after the day of Proposal opening, unless a greater period is authorized by the Board of Supervisors, and may not be withdrawn during that time period. If this Proposal is accepted, Design-Build Entity will sign and submit the Agreement, bonds and other documents required by these Contract Documents.

1.3 ADDENDA:

A. Proposer acknowledges the receipt of the following Addenda that have been issued:

Addendum Number	Addendum Date	Signature of Proposer

1.4 IN SUBMITTING THIS PROPOSAL, PROPOSER REPRESENTS:

- A. Proposer acknowledges receipt of Pre-Proposal Conference minutes, if any.
- B. Proposer has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 005200 (Agreement), Article 5 and Document 007253 (General Conditions), Article 3.
- C. Proposer has given the Agency prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Bridging Documents or other Proposal Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by the Agency is acceptable to Design-Build Entity.
- D. Proposer acknowledges that different methods will be used determine (1) the number of points that Proposer may receive on account of this Proposal; and (2) the exact scope of Work of Contract Documents and associated Contract Sum. Proposer acknowledges that Proposer's ultimate scope of Work and associated Contract Sum (if it is awarded the Contract) may be different than any amount or specific combination of Work indicated in this Proposal.

1.5 SCHEDULE OF PROPOSAL PRICES

- A. Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Proposal Prices.
- B. All Proposal items must be filled in completely. Certain Proposal items are described in Section 011100 (Summary of Work); others are described in Bridging Documents or elsewhere in Contract Documents. Quote in figures only, unless words are specifically requested.

PART I – Base Project

ITEM DESCRIPTION	TOTAL
All Work of Contract Documents (including without limitation Bridging Documents)	\$
Allowance for FFE (see Section 011100 paragraph 1.3 A.1)	\$ 500,000
Total Base Price (sum of two items above items)	\$

PART II – Base Project Plus Enhancements

ITEM DESCRIPTION	TOTAL
Additive Enhancements Nos. _____ (see Schedule 1-A)	\$
Voluntary Enhancements Nos. _____ (see Schedule 1-B)	\$
Total Base Project Plus Enhancements Price (sum of included enhancements and Base Price above)	\$

Note: Only list those Enhancements that shall be included in the Base Project Plus Enhancement Price.

PART II – Daily Rate for Compensable Delay

ITEM DESCRIPTION	TOTAL
Daily rate of compensation of Compensable Delay caused by Agency	\$

PART III – Contract Modification Rates For Architect / Engineers (per Section 012600 paragraph 2.02 B.4.):

ITEM DESCRIPTION	TOTAL
Hourly Rates for Architects and Engineers	Attach pages as required, Schedule V

Design-Build Entity represents that the foregoing rates listed in Schedule V do not exceed, and acknowledges and agrees that such rates may not exceed, the applicable personnel's regular rates for work and services on other California public entity projects. These rates shall remain fixed throughout the entire Project.

1.6 AGENCY RIGHT TO REJECT THIS PROPOSAL

A. The undersigned understands that Agency reserves the right to reject this Proposal, or all Proposals, in its sole discretion.

1.7 ACCEPTANCE OF THIS PROPOSAL

A. If written notice of the acceptance of this Proposal, referred to as the Notice of Award, is mailed or delivered to the undersigned within the time described in the documents listed in Document 001119 (Request for Proposals) as a condition of award, all within the time and in the manner specified above and in these Contract Documents. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

1.8 PROPOSAL SECURITY

A. Attached is the proposal security, as required according to Document 001119 in the form of a:

(Bid Bond or Certified Check)

1.9 DESIGN-BUILD ENTITY SUBMITTING PROPOSAL

- A. This Proposal is subject to the terms and conditions in Document 001119 (Request for Proposals), and is submitted by:

_____ (Design-Build Entity)

If Design-Build Entity is a Corporation:

President: _____

Secretary: _____

If Design-Build Entity is a Partnership:

Person Signing the Bid: _____

General Partners: _____

: _____

NOTE: All signer(s) represent and warrant that they are authorized to sign this Proposal on behalf of Design-Build Entity.

- B. California Contractor's License

_____ (Name on License)

_____ (Classification) (License Number) (Expiration Date)

END OF DOCUMENT

**SCHEDULE 1-A
TABLE OF ADDITIVE ENHANCEMENTS**

Additive Enhancements	Included in Base Project Plus Enhancement Price (Yes or No)	Price	County Decision Point Date
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

- Notes:** (a) See Document 001119 (Request for Proposals), paragraph 3.2 D.
 (b) Indicate if each of Additive Enhancements is included in the Base Project Plus Enhancement Price or not.
 (c) Agency reserves right to select any Additive Enhancement for Contract.
 (d) Any Additive Enhancement, even if included in Proposal Item 5, that is not included in Work at time of award becomes an Alternate, at price indicated.
 (e) "County Decision Point Date" is defined in Document 005200 (Agreement) section 1.3. See also Section 011100 (Summary of Work) paragraph 1.3.

SCHEDULE 1-B

TABLE OF VOLUNTARY ENHANCEMENTS

Voluntary Enhancements	Included in Base Project Plus Enhancement Price (Yes or No)	Price	County Decision Point Date
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

[Add additional sheets if necessary]

- Notes:** (a) See Document 001119 (Request for Proposals), paragraph 3.2, D, 3
 (b) Provide detailed description of each Voluntary Enhancement per Document 001119 (Request for Proposals), section 3.2, D, 4.
 (c) Agency reserves right to select any Voluntary Enhancement for Contract.
 (d) Any Voluntary Enhancement which is not included in Work at time of award, even if included in Proposal Item 6, becomes an Alternate, at price indicated.
 (d) "County Decision Point Date" is defined in Document 005200 (Agreement) paragraph 1.3. See also Section 011100 (Summary of Work) paragraph 1.3.

**SCHEDULE V
HOURLY RATES FOR ARCHITECTS AND ENGINEERS
FOR CHANGES IN CONTRACT AMOUNTS**

[Proposer to Provide]

BOND ACCOMPANYING PROPOSAL

KNOW ALL BY THESE PRESENTS:

WHEREAS, the said Principal has submitted a proposal in response to the County of Ventura's ("Agency") request for proposals ("RFP"), the terms and conditions of which are incorporated herein by reference, seeking award of a design-build contract ("Contract") from the Agency for the Ventura County Todd Road Jail Health and Programming Unit project, Project No. 13401:

NOW, THEREFORE, we, the undersigned Principal and _____, Surety, are held and firmly bound unto Agency, as obligee, in the penal sum of 10 percent of the Principal's Total Base Price, as defined in the RFP, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Contract be awarded to Principal and Principal shall, within the required time, enter into the Contract in the prescribed form and provide the required performance bond, payment bond, insurance certificates, endorsements, and all other items as required by the RFP, and meets all other conditions to the Contract becoming effective, or if Principal shall pay to Agency an amount equal to the difference, not to exceed the amount hereof, between the Principal's proposed price and such larger amount for which the Agency procures the work subject of the RFP, if the latter exceeds the former, then this obligation shall be void, otherwise to remain in full force and effect.

Surety, for value received, hereby agrees that no extension of time, change, alteration, modification, or addition to the RFP or Contract, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligation of this Bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition to the RFP or Contract, or to the work to be performed thereunder.

In the event suit is brought upon this Bond by the Agency and judgment is recovered, the Surety shall pay all costs incurred by the Agency in the suit, including reasonable attorneys' fees to be fixed by the court. Correspondence or claims related to these bonds shall be sent to the surety at the address set forth below.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of

_____, 2018.
(Month)

Principal: _____

Surety: _____

By: _____

By: _____

(print name)

(print name)

Title: _____

Title: _____

ADDRESS FOR NOTICES: _____

E-mail: _____

Phone/Fax: _____

END OF DOCUMENT

SUBCONTRACTORS LIST

1.1 INITIAL CONSTRUCTION SUBCONTRACTOR PROCUREMENT

- A. Design-Build Entity shall use the following sheet to list the construction Subcontractors the Proposer has selected at the time of Proposal submittal.
- B. Subcontractors listed in the Proposal shall only be substituted in accordance with the "Subletting and Subcontracting Fair Practices Act" contained in Chapter 4 (commencing with Section 4100) of Part 1 of the Public Contract Code
- C. All Subcontractors must have an Experience Modification Rate (EMR) of 1.00 or less.

1.2 SUBSEQUENT CONSTRUCTION SUBCONTRACTOR PROCUREMENT

- A. All construction subcontracts with a value exceeding one-half of 1 percent of the contract price allocable to construction work, for subcontractors that were not listed by the Design-Build Entity in their original proposal, shall be awarded by the Design-Build Entity in accordance with the process set forth by Public Contract Code Section 22166 (b) which includes the following:
 - 1. Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of Agency, including a fixed date and time on which bids or proposals will be due.
 - 2. Establish reasonable qualification criteria and standards.
 - 3. Award the subcontract either on best value or to the lowest responsible bidder.
- B. All subcontractors bidding on contracts pursuant to this section shall be afforded the protections of the "Subletting and Subcontracting Fair Practices Act" contained in Chapter 4 (commencing with Section 4100) of Part 1 of the Public Contract Code
- C. Within 14 days after awarding each subsequent subcontract, Design-Build Entity shall provide Agency an updated list of all subcontractors, bidders, and bid awards. These documents are deemed to be public records and shall be available for public inspection pursuant to this chapter and Article 1 (commencing with Section 6250) of Chapter 3.5 of Division 7 of the Government Code.

1.3 CONDITIONS

- A. In any contract between Design-Build Entity and a Subcontractor, and in a contract between a Subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed 5%.
- B. At Agency's request, Design-Build Entity shall provide Agency with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
- C. Subcontract agreements shall preserve and protect the rights of Agency under the Contract Documents so that subcontracting will not prejudice such rights.
- D. Design-Build Entity shall provide for the assignment to Agency of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the work performed by the Subcontractor under the Contract Documents.

END OF DOCUMENT

Full Name, Address and Telephone Number of Subcontractor:	Type of Work to be Performed:	Subcontractor's License No.	DIR Registration No.

(Attach additional sheets if necessary)

DESIGN-BUILD ENTITY CERTIFICATIONS

TO BE EXECUTED BY DESIGN-BUILD ENTITY AND SUBMITTED WITH PROPOSAL

The undersigned Design-Build Entity certifies to Agency as set forth in sections 1.1 through 1.12 below.

1.1 CERTIFICATION REGARDING KEY PERSONNEL

The undersigned Design-Build Entity certifies and affirms to the County of Ventura, a public entity ("Agency"), that if awarded this Contract, Design-Build Entity will prosecute the work with the key personnel identified in its Pre-Qualification Process submittals and acknowledges that if there are any substitutions to said key personnel that are not approved by Agency prior to submission of Proposal, they may result in (a) Agency's determination that this Proposal is non-responsive, and/or (b) the imposition of Liquidated Damages.

1.2 STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Proposer within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

1.3 CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Design-Build Entity, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

1.4 CERTIFICATIONS OF PREVAILING WAGE RATES, RECORDS, AND APPRENTICES

By my signature hereunder, as the Design-Build Entity, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Design-Build Entity and any subcontractors under the Design-Build Entity, shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Design-Build Entity's responsibility to ensure compliance by any and all subcontractors performing work under this Contract. I further certify that I am aware that this Project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code (Public Works), and the requirements of Title 8, Division 1, Chapter 8, Subchapter 4.5 of California Code of Regulations (Compliance Monitoring and Enforcement by Department of Industrial Relations), including the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461.

1.5 CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Design-Build Entity, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Design-Build Entity and Subcontractors are eligible to bid and work on public works projects.

1.6 CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Design-Build Entity, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Proposal, the Contract will include funds sufficient to allow the Design-Build Entity to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Agency will be relying on this certification if it awards the Contract to the undersigned.

1.7 CERTIFICATION OF ACCEPTABILITY OF CONTRACT DOCUMENTS

By my signature hereunder, as the Design-Build Entity, I certify that Proposer acknowledges that Agency has already transmitted the Contract Documents in draft form to state officials and has obtained prior state approval of the acceptability of the Contract Documents. Accordingly, Proposer has carefully reviewed the Contract Documents and certifies as follows:

(Please check and/or complete one of the following)

_____ If the undersigned is selected to be the Design-Build Entity, following issuance of Notice of Conditional Award to the undersigned, the undersigned will sign the Agreement form and provide the other required forms that have been included within the Contract Documents in the same form as drafted as of the date hereof, including all Addenda identified in the undersigned’s Proposal and with applicable information from the undersigned’s Proposal inserted, without seeking revisions to the Agreement form or any other Contract Document.

_____ If the undersigned is selected to be the Design-Build Entity, following issuance of Notice of Conditional Award to the undersigned, the undersigned will sign the Agreement form and provide the other required forms that have been included within the Contract Documents in the same form as drafted as of the date hereof, including all Addenda identified in the undersigned’s Proposal and with applicable information from the undersigned’s Proposal inserted, with only the revisions to the Agreement form or other Contract Documents shown in underline and ~~strikeout~~, format, attached to these Certifications as Appendix __, consisting of _____ pages. Proposer must attach an Appendix if this item is checked.

1.8 CERTIFICATION OF SKILLED LABOR FORCE AVAILABILITY

By my signature hereunder, as the Design-Build Entity, I certify that the Proposer is committed to, and will enforce all of it’s subcontractors to, use a skilled and trained workforce (as defined by Public Contract Code Section 22164.c) to perform all work on the project that falls within an apprenticeable occupation in the building and construction trades.

1.9 CERTIFICATION OF ACCEPTABLE SAFETY RECORD

(Please check and/or complete one of the following)

_____ By my signature hereunder, as the Design-Build Entity, I certify that the Proposer’s experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or the Proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code.

_____ By my signature hereunder, as the Design-Build Entity, except as provided in Appendix ____, consisting of _____ pages, attached hereto, I certify that the Proposer’s experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or the Proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code . Proposer must attach an Appendix, identifying and explaining all exceptions to this certification, if this item is checked.

1.10 CERTIFICATIONS REGARDING SELECTION PROCESS

(Please check and/or complete one of the following)

_____ The undersigned confirms it has no objections or protests to any Design-Build Entity selection procedure, process or requirement, or any other any aspect of the Design-Build Entity selection process, and does not object to any aspect of the Design-Build Entity selection process.

_____ Attached as Appendix _____, consisting of _____ pages, is a detailed description of all objections and protests the undersigned has regarding any aspect of the Design-Build Entity selection process. Proposer must attach an Appendix if this item is checked.

1.11 CERTIFICATION REGARDING MATERIAL CHANGES

(Please check and/or complete one of the following)

_____ The undersigned certifies that all information it submitted to Agency in connection with the Pre-Qualification Process, including without limitation any modifications, amendments or supplements thereto ("Pre-Qualification Information") remains true and correct in all material respects as of the date of submitting its Proposal.

_____ Except as provided on the Material Changes List, submitted as provided in Document 001119 (Request for Proposals), the undersigned certifies that all information it submitted to Agency in connection with the Pre-Qualification Process, including without limitation any modifications, amendments or supplements thereto ("Pre-Qualification Information") remains true and correct in all material respects as of the date of submitting its Proposal. Proposer must include a Material Changes List with its Proposal if this item is checked.

1.12 DEFINITIONS

All capitalized terms not otherwise defined in these Design-Build Entity Certifications shall have the meanings provided in Document 001119 (Request for Proposals) or Section 014200 (References and Definitions).

DESIGN-BUILD ENTITY:

(Name of Design-Build Entity)

Date: _____, 2018

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

NON-COLLUSION DECLARATION

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL
(PUBLIC CONTRACT CODE §7106)

PROJECT NAME: VENTURA COUNTY TODD ROAD JAIL HEALTH AND PROGRAMMING UNIT

The undersigned declares:

I am the _____ of _____
(Office of Affiant) (Name of Proposer)

the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham Proposal, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of Proposer or any other proposer, or to fix any overhead, profit or cost element of the Proposal price, or of that of any other proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____,
(Date) (City)

(State)

(Name of Proposer)

(Signature of Principal)

NOTE: If Proposer is a partnership or a joint venture, this declaration must be signed and sworn to by every member of the partnership or venture.

NOTE: If Proposer [including any partner or venturer of a partnership or joint venture] is a corporation, this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Proposer's declaration on this form is made outside the State of California, the official position of the person making such declaration shall be certified according to law.

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Sections 2200 *et seq.*)

PROJECT NAME: TODD ROAD JAIL HEALTH AND PROGRAMMING UNIT

As required by California Public Contract Code section 2204, Proposer certifies that the option checked below relating to Proposer's status in regard to the Iran Contracting Act of 2010 (Public Contract Code sections 2200 *et seq.*) is true and correct:

- Proposer is not:
 - A. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
 - B. a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- Ventura County has exempted Proposer from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Ventura County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to Proposer for the Project is less than \$1,000,000.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the above selected option. This certification is made under the laws of the State of California.

Design-Build Entity:

Firm

Signed

Date

Name/Title

NOTE: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF DOCUMENT