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**Design-Build Services for the  
First 5 LA  
Capital Improvement Building Renovation Plan  
Request for Qualifications (RFQ)**

Los Angeles County Children and Families First  
– Proposition 10 Commission (aka First 5 LA)

**RELEASE DATE:** January 25, 2021

**Design-Build Services for the  
First 5 LA Building Renovation Plan  
Overview of RFQ**

This Request for Qualifications (RFQ) is a solicitation for Statements of Qualifications (SOQ) from those entities (Respondents) interested in serving as the Design-Builder to provide design, construction, and commissioning services for First 5 LA for the above named Project. The SOQs must be submitted in accordance with the requirements set forth in this document.

Only written responses will be considered. All materials submitted will become part of the response and may be incorporated into any subsequent contract(s) between First 5 LA and the selected Respondent.

**A NON-MANDATORY PRE-SUBMITTAL MEETING will be held for all interested RESPONDENTS on:**

**DATE: February 8, 2021**

**TIME: 10:00 am**

**LOCATION: ZOOM (link to be provided later)**

**Please submit request for invitation by email no later than February 4, 2021, 5 pm PT**

All questions and requests for additional information regarding this RFQ must be received in writing by First 5 LA via email before **5 pm PT on 2/9/2021**. First 5 LA reserves the sole right to determine the timing and content of the responses to all questions and requests for additional information. First 5 LA will post replies to all questions by the **posting date, February 12, 2021. Submit questions via email to:**

Ms. Terrie Johnson, Contract Compliance Officer  
Email: [tjohnson@first5la.org](mailto:tjohnson@first5la.org)

**Please check the Funding Opportunities webpage regularly for updates and addenda.** First 5 LA has the right to amend this solicitation by written addendum. First 5 LA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addenda shall be made available via the online funding center. Failure to address the requirements of such addendum may result in the proposal not being considered, at the sole discretion of First 5 LA. Addenda to this solicitation, if any, will be posted on First 5 LA's website, which may be accessed by clicking here <https://www.first5la.org/article/design-build-services/>. It is the responsibility of proposers to ensure, prior to submission, that their application reflects the most recent information and RFQ requirements.

In order to respond to this Request for Qualifications (RFQ), the Respondent must submit all required

documents through the online application system designated by First 5 LA no later than **5:00 pm PT on 2/24/2021**. It is the Respondent's responsibility to verify submission prior to the deadline. First 5 LA will not be responsible for any technical problems or submission failure. **Failure to submit ALL required documents by 5 pm PT may constitute an incomplete proposal and may be grounds for disqualification. [Access the online system here.](#)**

RFQ: Design-Build Request For Qualifications

**SOQ DUE DATE/TIME: February 24, 2021, BY 5:00 pm PT**

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## I. BACKGROUND

### First 5 LA — Giving Kids the Best Start

In 1998, California voters passed Proposition 10, which levied a 50-cent per pack tax on all tobacco products. The resulting tax revenues were earmarked for the creation of a comprehensive system of information and services to advance early childhood development and school readiness within each county in California. In Los Angeles County, the First 5 LA Commission was formed as a public entity to develop and oversee various early childhood initiatives and to manage the funding from Proposition 10. Since 1998, First 5 LA has invested more than \$2 billion to improve the health, safety, and school readiness of children prenatal to age 5.

## II. PROJECT OVERVIEW

First 5 LA owns and occupies its office building at 750 N. Alameda Street, Los Angeles, CA. The building is located on the historic Union Station Campus and is part of an urban "District" subject to CC&R requirements. The building is a three (3) story building with approximately 45,000 square feet of office space. Prior to the COVID-19 pandemic, the building was fully occupied with the exception of tenant space on the first floor. Currently, limited staff is in the building until further notice. First 5 LA occupies the entire second and third floor, but a portion of the first floor was previously shared with another tenant; that space is currently unoccupied. The second and third floors contain offices and cubicles for First 5 LA staff. The first floor contains a multi-purpose room for large meetings, four meeting rooms, storage rooms, and an unoccupied childcare center.

First 5 LA has retained MARRS Services, Inc. (MARRS) as the Project Management/Construction Management (PM/CM) consultant to oversee and manage the implementation of the Capital Improvement Plan (CIP); this Project was adopted by its Board of Commissioners on July 12, 2018.

First 5 LA also retained Klawiter & Associates to develop a conceptual interior design for remodeling the three (3) floors of First 5 LA's occupied space and to take inventory of the existing furniture. Klawiter is collaborating with IMEG Corp to finalize the project concept plan. IMEG Corp is the contracted architectural/engineering firm contracted to complete the Design Development for both Phase 1 and Phase 2 of the Capital Improvement Plan.

### The Capital Improvement Plan

On July 12, 2018, First 5 LA's Board of Commissioners adopted a Capital Improvement Plan to renovate the First 5 LA office building – exterior and interior – to reflect the newly aligned organizational structure and to enhance the internal collaborative work environment.

Subsequently the conceptual interior design has been updated to factor in the COVID – 19 impacts. This has been a collaborative effort between First 5 LA, Klawiter, MARRS and IMEG Corp (IMEG) with MARRS and IMEG providing peer review of the interior design updates prepared by Klawiter.

The renovation work will be required to meet all parts of current Title 24 California Building Code and other relevant planning, building, and environmental codes and regulations as enforced by the City of Los Angeles Department of Building and Safety (LADBS) and all other regulatory agencies

with jurisdiction over this Project.

Under the updated concept, The Capital Improvement Plan is scheduled to be executed in two phases. **This RFQ is only for the "Phase 1" scope of work.** IMEG Corp is preparing the design criteria and schematic design along with specifications to be packaged as the bridging documents that will form the basis of the design-build contract. MARRS is reviewing the documents prepared by IMEG, assisting First 5 LA in the selection and award of the design-build contract and will oversee administration of the design-build contract.

Capital Improvement Plan Phase 1 includes replacement of HVAC (Rooftop units' replacement), reroofing (replacement of existing roofing material), technology and low voltage works and upgrades which include, but not limited to the following: ~~Network redesign, and hardware upgrade~~, AV upgrades on for the Multi-purpose room (MPR) and adjacent Commissioner's Conference Room on the first floor, as determined by First 5 LA and as specified by Bridging Documents (to be released with the RFP). Phase 1 also includes installation of new solar panels and related structural work, automation of restrooms accessories and doors, plexiglass installation, and exterior cosmetic work on façade. Respondent must become thoroughly familiar with the scope of work and performance requirements of this RFQ.

Capital Improvement Plan Phase 2 includes other site improvements, including new perimeter fencing, monument signs, and site light fixtures. The scope might also include playground removal and tenant space demolishing. The CIP Phase 2 work includes architectural, structural, mechanical, electrical, and plumbing (MEP) and limited civil engineering work for the parking lot area for lighting and general security improvements. Work for Phase 2 will be released in a separate solicitation at a later date to be determined.

#### TIMELINE FOR SELECTION PROCESS

The deadline to submit "statement of qualifications packages" is February 24, 2021, at 5:00 pm PT. Qualification packages received after the deadline will **not** be accepted. Please submit all required documents through the [online application system \(found here\)](#) designated by First 5 LA .

ACTIVITY	DATE <sup>1</sup>
RFQ Released	January 25, 2021
Final Day to Request Invitation for Pre-submittal Meeting	February 4, 2021
Pre-submittal Meeting (Information Session)	February 8, 2021
Final Date to Submit Questions and Requests for Additional Information	February 9, 2021
Posting of Responses to Questions	February 12, 2021
Qualifications Due	February 24, 2021
Firm Shortlisted	<del>March 10, 2021</del> March 11, 2021
RFP Released to Shortlisted Respondents	March 25, 2021
Anticipated Contract Start Date	July 5, 2021

Note: Dates are subject to change at First 5 LA's sole discretion.

For this phase of the Project (Phase 1), the Design-Build Contractor (Design-Builder or D-B) will be selected using a two-part procurement method:

#### Design-Build Services RFQ

This Request for Qualifications (RFQ) represents Part 1 of the Phase1 procurement process and establishes the process for soliciting and evaluating Statements of Qualifications (SOQs) from those entities (Respondents) interested in serving as the Design-Builder. The SOQs will be reviewed and evaluated in accordance with the provisions of this RFQ to develop a shortlist (Shortlist) of the top qualified Respondents (Shortlisted Respondents). Only those Respondents selected as Shortlisted Respondents will be issued a Request for Proposals (RFP) and invited to submit a proposal in response to the RFP.

The RFP will represent Part 2 of the procurement process and solicit detailed technical and cost proposals (Proposals) from the Shortlisted Respondents. The RFP will provide the Project technical requirements included in the Bridge Document, detailed requirements for preparing the Proposals, the relative weighting of technical and cost proposals, and the process by which the Proposals will be ranked. The selection of the Design-Builder will be based on a thorough review of the proposals received during Part 2 of the process and firm interviews. First 5 LA currently anticipates conducting the selection process in accordance with the above schedule. This schedule is subject to revisions, and First 5 LA reserves the right to modify the schedule as needed or necessary. **Potential Respondents are highly encouraged to participate in the non-mandatory pre-proposal meeting on February 8, 2021, at 10:00 am PT.** Due to COVID 19, this meeting will be a Zoom meeting. To register for the meeting and receive a meeting invite, please email Terrie Johnson no later than **February 4, 2021**.

All questions and requests for additional information regarding this RFQ must be received in writing by First 5 LA via email on or before **February 9, 2021, 5 pm**. First 5 LA reserves the sole right to determine the timing and content of the responses to all questions and requests for additional information. First 5 LA will post replies to all questions by the posting date, **February 12, 2021**.

This RFQ is not a tender or an offer or a request for proposal, and there is no intention by First 5 LA to make an offer by issuing this RFQ. Failure to submit all required documents will constitute an incomplete SOQ, and may be grounds for disqualification. Respondents are responsible for any errors or omissions in their SOQ documents. In order to respond to this RFQ, please complete and submit all required documents to First 5 LA no later than **5 pm on February 24, 2021**. Qualifications received after this deadline will not be considered. It is the responsibility of the Respondent to ensure, prior to submission, that its qualification reflects the requirements of this solicitation.

In no event will First 5 LA be liable for any costs incurred by any Respondent or any other party involved or participated in developing or submitting a SOQ. First 5 LA will not compensate the Respondents for the efforts or any costs incurred by the Respondent or their consultants and subcontractors to develop the SOQ or the final proposal in response to this RFQ or its subsequent RFP.

Questions and requests for additional information must be submitted in writing, by email, to:

Terrie Johnson, Contract Compliance Officer  
Email: [tjohnson@first5la.org](mailto:tjohnson@first5la.org)

**Please refer to our website "<https://www.first5la.org/news-resources/funding-center/>" regularly for updates and addenda.**

First 5 LA has the right to amend this solicitation by written addendum. First 5 LA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addenda shall be made available via the online funding center at <https://www.first5la.org/news-resources/funding-center/>. Failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of First 5 LA.

### III. TYPE OF CONTRACT

The purpose of this RFQ is to award a Fixed Fee contract with the Design-Builder whose proposal is selected at the end of Part 2 of the procurement selection process. The term of the contract will be 6 – 8 months to design and build phase 1 of the building renovation project. Preliminary project value range is \$1.5 - \$3 million.

The D-B Services will be performed as a single contract with one entity identified as the Design-Builder. Services will include all necessary activities to design and construct the Project.

The Design-Builder will assume design and build risk and has direct authority over its Design Architect/Engineer (A-E) and subcontractors. The Design-Builder will assume the risk of delivering the Project and will be responsible for Building and Construction means and methods.

The First 5 LA and its consultants may attend any and all meetings of the D-B firm relating to the Project and have access to all books and records of the D-B relating to the Project.

By submitting a qualification, the D-B represents that they have thoroughly examined and become familiar with the requirements of this RFQ and is capable of performing quality work to achieve the objectives of First 5 LA.

### IV. SCOPE OF WORK

The building is a 3-story structure constructed in 2003/2004 for office building use. The total building area is approximately 50,800 gross square feet (GSF) that includes an additional 2,700 GSF of outdoor terrace space located on the 3rd floor. The first floor contains a Multi-Purpose Room (MPR), four meeting rooms, and a childcare center (tenant leased space) with an outdoor playground. The second and third floors contain offices and cubicles.

Building infrastructure upgrades consist of mechanical system upgrades with rooftop equipment, electrical power and lighting, plumbing system, and new low voltage system. Specifically, Phase 1 project includes, but is not limited to, the following:

- Roofing Replacement
- Building Envelope Repair
- COVID Related Building Re-entry
  - Plastic Shields
  - Restroom Plumbing Fixture Automation
  - Restroom Vanity Counters
  - Automated Drinking Fountains
  - Door Automation
- HVAC Upgrade (MERV-16) and related connecting ducting and control system
- Solar Panels (with structural supports) and related electrical work to tie in to the existing electrical panel and meter.



- Emergency Power Generation
- Low Voltage System Replacement
- First Floor Multipurpose Conference Room and adjacent Commissioner’s Conference Room AV upgrades
- Technology systems upgrade and Low voltage works/enhancements in the IT rooms located on all three floors
- ~~Network Redesign and Hardware Upgrade~~
- Fire suppression system (dry and water delayed) for server/IT rooms

Building infrastructure upgrades consist of new low voltage systems, mechanical system upgrades with rooftop equipment, electrical power and lighting, and plumbing system.

## V. DESIGN-BUILD SERVICES

The Design-Builder is responsible for the completion of construction documents and drawings as well as construction per the final approved design, obtain all permits and certificate of occupancy. The Design-Builder will assume design and construction risk and has direct authority over its specialized consultants, sub-consultants, and subcontractors. The Design-Builder will assume the risk of delivering the Project and will be responsible for all its construction means and methods. **The Design-Builder shall coordinate with First 5 LA’s selected contractor for the network hardware installation** ~~integration and testing of the technology systems hardware and software.~~

The Design-Builder will be an integral member of the Project Team, consisting of the Design-Builder (DB), representatives from First 5 LA staff, and other First 5 LA consultants. It will be the responsibility of the DB to integrate the design and construction phases, utilizing professional skills, knowledge of design, and general contracting best practices to provide design, code analysis, value engineering, and constructability studies, develop project schedules, and prepare detailed construction estimates, for the purpose of development of the 100% complete project design documents (CD) during the pre-construction/design phase. Design-Builder completed design and design package shall be in compliance with the contract documents. The package shall be based on and in compliance with the bridging design documents provided with the RFP (design concept) and the concept design intent as included in the contract design bridging documents and specifications. For certain elements, the bridging documents include comprehensive and specific design and performance requirements to ensure the required performance and design criteria necessary for First 5 LA operations. Design-Builder shall develop required shop drawings and submittals for those elements for First 5 LA approval. The inclusion of these items does not deviate the contract from being a Design-Build contract.

## VI. SUMMARY OF MINIMUM AND DESIRED QUALIFICATIONS

The Respondent will possess the following qualifications and skills related to D-B Services.

### Minimum Requirements

- Five (5) years of D-B experience for Public Works facilities renovation projects.
- An established local office within 60 miles of the renovation project site

- Class B General Contractor's License in good standing with the State of California is required.
- Bonding capacity of \$3 million or greater.

### **Desired Knowledge, Skills and Experience**

- Demonstrated experience in the renovation of office buildings for public agencies using the D-B process.
- Demonstrated experience in LEED-certified projects for public agencies using the D-B process.
- Experience managing third party information technology consultants and vendors for Cisco IT network redesign or similar system.
- Relevant qualifications, experience, and credentials (licenses, certifications) of Project Principal, Project Manager, and technical staff, including a clear definition of the responsibility of each.
- Field investigations and condition assessment experience.
- Knowledge of equipment materials and regulatory requirements.
- Proven project management and communication skills.
- Knowledge of local, state, and federal codes, legislation, procedures, and regulations affecting the project work.
- Familiarity with the Public Works contracting requirements.

SOQ includes the use of specialty consultants and subcontractors (HVAC & AV & IT). Respondent shall identify specialty consultants and subcontractors with the specific requirements and services of this RFQ they will be responsible to deliver.

## **VII. REQUIRED DOCUMENTS**

The documents listed in this section are required to respond to this RFQ. **Appendix B – Application Checklist** is available to assist the Respondents in application completion.

SOQs should be concise but with sufficient detail to allow accurate evaluation and comparative analysis. SOQs should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions, responding to the RFQ requirements, and providing a complete and clear description of the SOQ. DO NOT include marketing brochures or other promotional material not connected with this RFQ. All narrative sections should be single-spaced, 11 point font with 1" margins.

- 1. Online Application:** In order to respond to this RFQ, Respondents must complete an online application form and submit all required documents specified below through the online application system. Respondents must set-up an online account in order to access the application form. Instructions on setting up the account and accessing the online application may be found at <https://www.first5la.org/article/design-build-services/>
- 2. Cover Letter:** (15 pages max.) Respondent shall submit a cover letter expressing interest in responding to the RFQ and signed by an individual authorized to bind the proposing entity. Respondent shall clearly include the following information:
  - A. Explain how the Respondent meets all minimum requirements of the following:

- An established local office within 60 miles of the renovation project site and confirm availability to visit the renovation project site regularly.
  - Five (5) years of D-B experience in building renovation projects.
- B. General Company Information
- The address, telephone numbers and fax numbers of each of your firm's locations.
  - Indicate what type of entity (corporation, company, joint venture, etc.)
  - State in which the firm is incorporated or formed.
  - Number of year's Respondent has been in business under the present business name.
  - Number of years of experience the Respondent has had in providing required, equivalent, or related services.
  - If Respondent plans to propose as a Joint Venture, it is required to include a Letter of Intent to form Joint Venture.
- C. Statement regarding your assurance that this engagement will not result in a conflict of interest.
- D. Include a statement confirming that the letter was signed by an officer of the firm that is authorized to bind the firm to a contract.
- E. Brief description of firm and team
- F. List of applicable licenses the firm possesses (including a California Class B, GC License)
- G. Financial Information, including:
1. A detailed statement indicating whether Respondent is totally or partially owned by another business organization or individual;
  2. A list of all Individuals/Firms who own interest of 10% or greater in the proposing firm; and
  3. Financial interests in other lines of business.
  4. Financial statements, preferably Audited Financial Statements signed by Financial Officer or CEO under penalty of perjury, showing a minimum of 1.25 ratio for assets/liabilities.
  5. Letter from Surety stating current bonding capacity (\$3 million or greater required)
- 3. Relevant Qualifications & Experience of the Firm and Subcontractors:** (10 pages max.) In this section, Respondent shall include a qualifications narrative, which includes the following:
- A. Describe the firm's strengths.
  - B. Describe the firm's understanding and experience with the D-B Delivery Method.
  - C. Experience and history working on similar public works projects of Respondent and subcontractors being proposed.
  - D. List and briefly describe 3-5 comparable completed projects .
    - Include firm's role, contract value, construction value, change order history, type and amount of self-performed work.
    - Include year started and completed, type of contract and contracting agency
    - Key personnel assigned to the Project.
    - Project owner, project location, contact name, title and telephone number.
  - E. Include any unique attributes or distinguishing characteristics which would be of value to First 5 LA.
  - F. If applicable, any failures or refusals to complete a contract and explanation.
- 4. Key Personnel Qualifications & Staffing Plan:** (10 pages max., excluding resumes)  
Respondent shall include a narrative of the qualifications and experience of the key personnel and a staffing plan that includes the following information:

- A. Provide an organizational chart with clear lines of communication and responsibility.
- B. Identify the personnel to be assigned to key positions for this Project.
- C. Describe the qualifications of key personnel which shall contain sufficient information for judging the quality and competence of the key personnel proposed for the project.
- D. Explain how the key personnel meet the minimum and desired qualifications listed in Section 6.
- E. Respondent shall furnish a resume for each key personnel proposed. If subcontractors are to be used as part of this SOQ, a resume of each subcontracted personnel is to be included in the same format. Resumes shall be a maximum of two (2) pages per personnel.
- F. Identify specialty subcontractors (HVAC & AV and IT) and the specific requirements of this RFQ for which each proposed subcontractor would perform services. Describe the subcontractor's qualifications.

It is First 5 LA's preference to have key personnel identified in the staffing plan to remain during the term of the agreement. After contract execution, the contractor shall not substitute key personnel (Project/Construction Manager and others listed by name in the SOQ cost breakdown) or subcontractors without prior written approval from First 5 LA. The contractor shall request and justify the need for the substitution and obtain approval from First 5 LA prior to use of a different subcontractor or key personnel on the contract. The proposed substituted personnel or subcontractor shall be as qualified as the original.

5. **Overview and Approach:** (10 pages max.) Respondent shall include strategies for achieving success in the following areas (include foreseeable challenges and how firm would address them):
  - A. Describe the firm's planning, scheduling, estimating, and construction management tools.
  - B. Describe the firm's approach to project management.
  - C. Describe the firm's quality control plan, dispute resolution, and safety management.
  - D. Describe the firm's method of ensuring quality of work of all proposed personnel.
  - E. SOQ includes specialty subcontractors (HVAC & AV & IT), describe how the subcontracted work will be controlled and monitored to ensure that the work quality is high.
6. **References (Appendix C):** Respondent shall provide three (3) references for which the Respondent has provided similar D-B Services for projects in California within the last five (5) years. Include the name of business, name of contact person and telephone number of contact person. Please use the form provided as Appendix C. First 5 LA reserves the right to request and contact references for subcontractors, depending on their role in the Project.
7. **Litigation and Contract Compliance Form (Appendix D):** Please read the information on the required Litigation and Contract Compliance Form thoroughly and include a signed copy by the SOQ deadline. If you checked "Yes" to any of the questions on this form, please explain whether this will impact the Project on this solicitation. Omission of the form will constitute an incomplete SOQ and may be grounds for disqualification.
8. **CA General Contractor's Class B License**
9. **Insurance:** Respondent is required to sign and submit the Respondent's Acknowledgement of Compliance with Insurance Requirements (Appendices E & F).

**10. Safety Record:** The SOQ must provide information concerning the Respondent's safety record, including safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past five (5) years. Include any major incidents and any OSHA citations issued. The following safety records must be provided for the Design-Build Team for the current and past five (5) years:

- The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau. The Respondent must submit written evidence from an insurance underwriter having a financial rating from A.M. Best & Co. rating of at least A, confirming the Respondent's current EMR. If the EMR is higher than 1.25, a written explanation is required.
- The completed Occupational Safety and Health Administration (OSHA) Form 300A, Summary of Work-Related Injuries and Illnesses.
- Injury Illness and Prevention Plan (IIPP)

**11. Confidential Information:** By submitting a SOQ, Respondents acknowledge that First 5 LA is legally obligated to comply with the California Public Records Act ("CPRA"). First 5 LA acknowledges that Respondents may consider certain financial or other information contained in the SOQ to be of a proprietary or confidential nature.

To protect such data from disclosure, the Respondent shall specifically identify the pages of the SOQ that contain confidential information by properly marking the applicable pages and inserting the following notice in the front of the SOQ:

*NOTICE*

*The data on the pages of this SOQ identified by an asterisk in the margin (\*) or marked along the margin with a vertical line contain information which are trade secrets and/or whose disclosure would cause substantial injury to the Respondent's competitive position. The Respondent requests that such data be used only for the evaluation of its SOQ, but understand that disclosure will be limited to the extent that First 5 LA determines is allowable under federal, state, and local law.*

Failure to include such a statement shall constitute a waiver of the Respondent's right to exemption from disclosure and authority for First 5 LA to provide a copy of the SOQ or any part thereof to the requestor. First 5 LA assumes no responsibility for disclosure or use of unmarked data for any purpose.

All data so marked is referred to herein as "Confidential Information". In such instances, Respondent must also identify the statutory exceptions to disclosure provided under the CPRA that legally permit non-disclosure of the Confidential Information.

At such time as First 5 LA receives a request for records under the CPRA or the Federal Freedom of Information Act ("FOIA") or a subpoena or other court order requesting disclosure of the Confidential Information, First 5 LA will notify Respondent of the request, subpoena or order and of First 5 LA's obligation and intent to provide a response within ten calendar days. Respondent shall within five calendar days either: (i) consent in writing to the disclosure of the Confidential Information; (ii) demand that First 5 LA assert Respondent identified exceptions to disclosure under the CPRA and agree in writing to indemnify, defend and hold First 5 LA harmless from any litigation, orders or judgments arising from the non-disclosure as requested by Respondent; or

(iii) seek and obtain, at Respondent's sole cost and expense, the order of a court of competent jurisdiction stating or enjoining the disclosure of the Confidential Information. Respondent shall provide First 5 LA written notice of its intent to seek such a court order. If Respondent timely files an application for such a court order, First 5 LA shall not disclose any Confidential Information until a final non-appealable judgment is entered by the court. If Respondent fails to timely respond, then First 5 LA may proceed to disclose the Confidential Information, in which event Respondent agrees that it waives and releases First 5 LA of any liability for the disclosure of the Confidential Information.

## VIII. SELECTION PROCESS AND REVIEW CRITERIA

First 5 LA will review each SOQ based on the review process detailed below. Respondent must score satisfactorily in each level of review, as applicable.

During the SOQ evaluation process, written questions or requests for clarification may be submitted to one or more Respondents regarding its SOQ or related matters. Failure to respond by the due date indicated by First 5 LA to any such questions or requests may be grounds for elimination of the Respondent from further consideration. Respondent is responsible for the accuracy of its SOQ. Discrepancies between words and figures will be resolved in favor of the words.

### Level 1 Due Diligence Review:

First 5 LA will evaluate all SOQs for completeness and minimum requirements. Basic requirements include timely receipt of SOQ, submission of all required documents, and adherence to minimum requirements. SOQs with omissions of any required documentation are subject to disqualification.

First 5 LA will also conduct a due diligence review, which includes a review of the following documents:

- Cover Letter
- Litigation and Contract Compliance Form (**Appendix D**)
- Insurance (**Appendices E & F**)
- General Contractors License status
- Safety Record and current EMR
- Letter from Surety showing current bonding capacity (\$3M or greater required)

First 5 LA reserves the right to request additional information, if needed, to validate eligibility and/or minimum requirements.

Respondents that pass Level 1 will move on to Level 2.

### Level 2 Financial Review

Respondents should have a minimum of 1.25 ratio of assets/liabilities. Scoring is Pass or Fail.

Respondents that pass Level 2 will move on to Level 3.

### Level 3 SOQ Review:

External and/or internal reviewers with expertise in the field will review and score SOQs. Reviewers will score Respondents using the review tool listed as **Appendix A**, and sign a Conflict-of-Interest form. Respondents scoring highly in Level 3 Review will be shortlisted for the RFP, which is contingent upon the results of the reference checks as described below.

The SOQ will be scored (100 total points possible) by an evaluation committee composed of First 5 LA staff and advisors. Based upon the SOQ scores and reference checks, a Shortlist will be determined.

### Reference Checks:

First 5 LA must be able to contact at least two (2) of the three (3) references provided by the Respondent. Given the pandemic, Respondents must ensure that contact information for references provided is current and accessible during this process. Information obtained through reference checks will complement the results from Level 3 review, from which the shortlist will be determined for the RFP.

- Shortlisted Respondents will be issued an RFP and will be invited to submit Proposals.
- Respondents who submitted a SOQ will be notified of the Shortlist via email. SOQs received from Respondents will not be returned.

## **IX. TERMS OF THE RFQ**

First 5 LA reserves the right to withdraw the RFQ at any time without prior notice. First 5 LA makes no representations that any agreement will be awarded to any Design-Builder responding to this RFQ. First 5 LA reserves the right to extend the deadline for qualifications, postpone reviewing the qualifications for its own convenience, to reject any and all qualifications without indicating any reasons for such rejection(s), waive any informality or irregularity in any SOQ, and be the sole judge of the merits of the respective SOQ's received.

Consultants associated with the development of this Project are not eligible to be part of a D-B project team.

First 5 LA has the right to amend this solicitation by written addenda. Such addenda shall be made available via the online funding center. Failure to address the requirements of an addenda may result in the SOQ not being considered, at the sole discretion of First 5 LA. It is the responsibility of Respondents to ensure, prior to submission, that their application reflects the most recent addenda information and RFQ requirements. Addenda to this solicitation, if any, will be posted on First 5 LA's website at <https://www.first5la.org/news-resources/funding-center/>. SOQ should include a notation that the Respondent is aware of all of the addendums which have been issued and has incorporated their provisions in their SOQ.

First 5 LA reserves the right to reject any or all qualifications or any part of a qualification. First 5 LA reserves the right to reject the qualification of any Respondent who previously failed to perform adequately for First 5 LA or any other governmental agency. First 5 LA expressly reserves the right to reject the qualification of any Respondent who is in default on the payment of taxes, licenses

or other monies due First 5 LA.

First 5 LA reserves the right to reject all qualifications and re-solicit for qualifications. Failure to comply with qualification specifications shall be grounds for disqualification. First 5 LA also reserves the right to cancel this RFQ, in its sole discretion, at any time. The release of this RFQ does not obligate or compel First 5 LA to enter into a contract or agreement.

First 5 LA is not liable for any costs incurred by the Respondent before entering into a formal contract. Costs of developing the qualifications, or any other such expenses incurred by the Respondent in responding to this RFQ, are entirely the responsibility of Respondent, and shall not be reimbursed in any manner by First 5 LA. No reimbursable cost may be incurred in anticipation of award.

First 5 LA reserves the right to request additional information or clarifications from Respondents where it may serve First 5 LA's best interest. The Respondent agrees that, by submitting a SOQ, the Respondent authorizes First 5 LA to verify any or all information and/or references submitted in the qualification.

Respondent understands and acknowledges that the representations made in their submitted qualification are material and important and will be relied on by First 5 LA in the evaluation of the qualification. Respondent misrepresentation shall be treated as fraudulent concealment from First 5 LA of the facts relating to the qualification.

**Submit all questions concerning this RFQ by February 9, 2021 via email to:**

Ms. Terrie Johnson, Contract Compliance Officer

Email: [tjohnson@first5la.org](mailto:tjohnson@first5la.org)

All qualifications shall comply with current Federal, State, and other laws relative thereto. If any provisions or portion of any provision, of this RFQ are held invalid, illegal or unenforceable, they shall be severed from the RFQ, and the remaining provisions shall be valid and enforceable.

First 5 LA reserves the right to waive non-material irregularities if such would be in the best interest of First 5 LA as determined by First 5 LA.

Respondents are NOT allowed to submit more than one qualification.

Reasonable precautions shall be taken during the procurement process to treat each Respondent fairly and ensure that information gleaned from competing qualifications is not disclosed to other Respondents. Information concerning the qualifications of other Respondents shall not be disclosed during this RFQ process.

The submission of a SOQ by Respondent shall constitute acknowledgment of acceptance of all terms and conditions set forth in this RFQ unless otherwise expressly stated herein. All SOQs must be submitted via online application and must include all required documents, including forms, appendices, and other information requested in this RFQ.

## **X. APPEALS POLICY**

First 5 LA reserves the right, without prejudice, to reject any or all submitted SOQs. An appeal shall be permitted only on the grounds that the decision violated applicable law, First 5 LA policies,



and procedures, or the terms of this RFQ. Appeals challenging First 5 LA's decision on the merits or qualifications of Respondents or the scoring of SOQs shall not be permitted. An appeal of a First 5 LA decision shall be in writing and filed with the office of the Executive Director, or his or her designee, within ten (10) business days following the date the notification of decision is made by First 5 LA. For more information, please refer to the Appeals Policy located at [https://www.first5la.org/files/Appeals%20Policy%20REVISEDAPPROVED%2009-13-12\\_1.pdf](https://www.first5la.org/files/Appeals%20Policy%20REVISEDAPPROVED%2009-13-12_1.pdf).

## XI. APPENDICES

- Appendix A – Level 3 Review Tool: SOQ Scoring Criteria (Information)
- Appendix B – Application Checklist (Information) revised
- Appendix C – References (For submission with SOQ)
- Appendix D – Litigation and Contract Compliance Form (For submission with SOQ)
- Appendix E – Respondent's Acknowledgement of Compliance with Insurance Requirements (For submission with SOQ)
- Appendix F – Insurance Requirements (Information)

DESIGN-BUILD SERVICES FOR THE FIRST 5 LA FACILITY  
 RENOVATION PROJECT

**Appendix A: Level 3 Review Tool**

Respondent: \_\_\_\_\_

Reviewer #: \_\_\_\_\_

Criterion	Max Points	Score
<b>EXPERIENCE &amp; QUALIFICATIONS</b>		
Experience with comparable projects, including application of public works laws	25	
Qualifications of proposed staff and any proposed subcontractors	25	
Demonstrated technical ability and resources	15	
Demonstrates understanding of the work to be done	25	
Overall approach to the project	10	
Total	100	

DESIGN-BUILD SERVICES FOR THE FIRST 5 LA FACILITY  
 RENOVATION PROJECT

**Appendix B Application Checklist**

- Online Application**
- Cover Letter**
  - o Explanation of meeting the following criteria and requirements:
    - An established local office within 60 miles of the Renovation Project Site and confirm availability to visit the Renovation Project Site regularly
    - Five (5) years of D-B experience in building renovation projects.
  - o General Company Information:
    - The address, telephone numbers and fax numbers of each of your firm's locations.
    - Type of entity (corporation, company, joint venture, etc.).
    - State in which the firm is incorporated or formed
    - Number of years Respondent has been in business under the present business name
    - Number of years of experience the Respondent has had in providing required, equivalent, or related services
    - If Respondent plans to propose as a Joint Venture, it is required to include a Letter of Intent to form Joint Venture
  - o All comparable contracts entered into during the last five (5) years.  
 Please indicate:
    - Year started and completed
    - Type of Contract
    - Contracting Agency
    - Project Description
    - Project/Construction Manager
    - Developer of Project
    - Any failures or refusals to complete a contract and explanation.
  - o Financial Information:
    - A detailed statement indicating whether Respondent is totally or partially owned by another business organization or individual
    - Individuals/Firms who own an interest of 10% or greater in the proposing firm
    - Financial interests in other lines of business
    - Financial statements, preferably Audited Financial Statements, signed by Financial Officer or CEO under penalty of perjury, showing a minimum of 1.25 ratio for assets/liabilities.
    - Letter from Surety stating current bonding capacity (\$3 million or greater required)
- Relevant Qualifications & Experience of the Firm and Subcontractors**

**Key Personnel Qualifications & Staffing Plan**

- Organization Chart
- Identify personnel assigned to key positions
- Qualifications narrative of key personnel
- Explain how key personnel meet qualification in Section 6
- Resumes for key personnel
- Identify specialty subcontractors (HVAC, & AV & IT)

**Overview and Approach**

- o Firms Planning, Scheduling, Estimating and Construction Management
- o Approach to project management
- o Quality Control/Quality Assurance, Dispute resolution, Safety Management
- o Required Resources
- o Management of subcontracted work
- o Additional Services (optional)

**Three (3) References**

**Litigation and Contract Compliance Form** - signed

**CA General Contractor's Class B License**

**Contractor's Acknowledgment of Compliance with Insurance Requirements** - signed

**Safety Record and EMR**

DESIGN-BUILD SERVICES FOR THE FIRST 5 LA FACILITY RENOVATION PROJECT

**Appendix C – References**

<i>Name of Business or Entity</i>	
<i>Contact Person</i>	
<i>Telephone Number</i>	
<i>Name or Contract Number, if applicable</i>	
<i>Date of Project</i>	
<i>Type of Services Provided</i>	

<i>Name of Business or Entity</i>	
<i>Contact Person</i>	
<i>Telephone Number</i>	
<i>Name or Contract Number, if applicable</i>	
<i>Date of Project</i>	
<i>Type of Services Provided</i>	

<i>Name of Business or Entity</i>	
<i>Contact Person</i>	
<i>Telephone Number</i>	
<i>Name or Contract Number, if applicable</i>	
<i>Date of Project</i>	
<i>Type of Services Provided</i>	

DESIGN-BUILD SERVICES FOR THE FIRST 5 LA FACILITY  
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**Appendix D – Litigation And Contract Compliance Form**

<b>Firm:</b>		<b>Agreement Number:</b>	TBD
<b>Agreement</b>	Design-Builder for Phase 1		

Check YES, NO or Not Applicable (N/A) in response to the following questions. If a YES answer is checked, please fully explain the circumstances and include whether it will have a potential impact on the Project.	Yes	No	N/A
1. Does your firm possess a valid and current California Contractor’s or other professional license as required by law for the project or projects for which it intends to submit a bid?			
2. Is your firm registered with DIR as a Public Works Contractor for the current fiscal year?			
3. Has your contractor’s or other professional license been revoked at any time in the last five years?			
4. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default and/or terminated by the project owner within the last five years?			
5. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default and/or terminated by the project owner within the last five years?			
6. Is your firm, any of its officers, supervisors, managers, or any firm or individual identified above in <b>Key Personnel</b> , ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to Labor Code section 1777.1, Labor Code section 1777.7, or any other federal, state, county, municipal or other local law providing for the debarment of contractors from public works?			
7. Has your firm, any of its officers, supervisors, managers, or any firm or individual identified above in <b>Key Personnel</b> , been convicted of a crime involving the awarding of a contract of a government construction project, the bidding or performance of a government contract, antitrust statutes, racketeering statutes, safety and health regulations, environmental laws, laws banning workplace discrimination, laws governing wages, hours or labor standards, or laws involving fraud, theft, or any other act of dishonesty?			
8. Has your firm been the debtor in a bankruptcy case in the last five (5) years?			

<p>9. Has your firm, any of its officers, supervisors, managers, or any firm or individual identified above in <b>Key Personnel</b> ever been terminated from a public works contract, including but not limited to termination based on any misconduct, such as failure to comply with contractual, statutory, or other legal obligations from any public construction project?</p>			
<p>10. Does your firm, any of its officers, supervisors, managers, or any firm or individual identified above in <b>Key Personnel</b> currently have any delinquent liability to an employee, the state, or any awarding body for any assessment of back wages or related damages, interest, fines or penalties pursuant to any final judgment, order, or determination by any court or any federal, state, or local administrative agency, including a confirmed arbitration award?</p>			
<p>11. Does the General Contractor seeking pre-qualification know and understand their obligations regarding the employment of apprentices on public works under Labor Code section 1777.5 and California Code of Regulations, Title 8, section 230.1, and do they intend to comply with these requirements, including the requirement, if applicable to request the dispatch of apprentices from an apprenticeship program approved by the California Apprenticeship Council?</p>			
<p>12. Is the proposed Architect listed under the Federal Debarment and Suspension List?</p>			
<p>13. Has any professional license held by any Architect member who will provide services been revoked at any time in the last five (5) years?</p>			
<p>14. At any time during the last five (5) years, has the Architect or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government or public agency construction project, or performance of a government contract?</p>			
<p>15. Has the Architect Member or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?</p>			
<p><b>Explanation</b> (use additional pages if necessary):</p>			



As part of the contract process the Commission, at its own discretion, may implement additional procedures to validate or further investigate any of the proposed Contractor/Grantee's responses. The Commission reserves the right to terminate the contracting process without entering into an agreement if the proposed Contractor/Grantee submits false or incorrect information.

By signing this form, I certify, on behalf of agency named above that the responses contained herein are true and complete to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Must be signed by an Authorized Signatory)*

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST – PROPOSITION 10  
COMMISSION LITIGATION AND CONTRACT COMPLIANCE FORM REV  
03-16

First 5 LA Internal Use Only: Staff: ___ CCO: _____
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DESIGN-BUILD SERVICES FOR THE FIRST 5 LA FACILITY  
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**Appendix E - Respondent's Acknowledgement of Compliance with  
Insurance Requirements**

Respondent agrees, acknowledges and is fully aware of the insurance requirements as specified in **Appendix F** and accepts all conditions and requirements as contained therein.

Respondent Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

DESIGN-BUILD SERVICES FOR THE FIRST 5 LA FACILITY  
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**Appendix F - STANDARD INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain throughout the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors.

CONTRACTOR shall provide current evidence of the required insurance in a form acceptable to the First 5 LA and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section VII or the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property.

I. Minimum Scope and Limits of Insurance

A. Commercial General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form # CG 00 01, with a limit of not less than \$5,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. CONTRACTOR shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$5,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. CONTRACTOR shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Course of Construction Insurance. CONTRACTOR shall maintain course of construction insurance with coverage for "all risks" of loss. Said insurance shall have a minimum limit equal to the completed value of the Project.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to First 5 LA. Any deductible or self-insured retention exceeding \$5000 or 5% of the contract value (whichever is greater) must be approved by the First 5 LA.

III. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability

First 5 LA, its elected and appointed officials, its partners, consultants, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which the CONTRACTOR is conducting ongoing operations for First 5 LA but rather, shall continue after the completion of such operations.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code §2782(b). The coverage shall contain no special limitations on the scope of its protection afforded to First 5 LA, its partners, consultants, employees and volunteers. (NOTE: In lieu of a Commercial General Liability policy with this endorsement, CONTRACTOR may supply a separate owner's policy.)

#### B. Commercial General Liability

This insurance shall be primary insurance as respects First 5 LA, its partners, consultants, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by First 5 LA, its partners, consultants, employees and volunteers shall be excess of this insurance and shall not contribute with it.

#### C. Course of Construction.

First 5 LA shall be named as a loss payee.

#### D. Workers' Compensation/Employers' Liability Insurance and Course of Construction Insurance.

Insurer shall waive their right of subrogation against First 5 LA, its partners, consultants, employees and volunteers for work done on behalf of First 5 LA.

#### E. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to First 5 LA.

If the contractor maintains higher limits or has broader coverage than the minimums shown above, First 5 LA requires and shall be entitled to all coverage, and to the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to First5 LA.

#### F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and CONTRACTOR shall ensure that First 5 LA is an additional insured on insurance required from subcontractors.

#### G. Special Risks or Circumstances

First 5 LA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

### IV. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to First 5 LA with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of First 5 LA, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if CONTRACTOR evidences the requisite need to the sole satisfaction of First 5 LA.

### V. Verification of Coverage

CONTRACTOR shall furnish First 5 LA with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, CONTRACTOR shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by First 5 LA before work commences. First 5 LA reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

### VI. Additional Requirements

A. All liability insurance shall be maintained continuously through the term of this agreement; however, completed operations coverage shall be maintained continuously for thirty six (36) months following issuance of the final certificate for payment or substantial performance, whichever is later.

B. If any part of the work includes blasting, shoring, excavating, underground work, underpinning, demolition, pile driving or caisson work, it shall be the obligation of the CONTRACTOR to ensure that the trade doing such part of the work has liability insurance which meets the requirements for the CONTRACTOR as set forth in this agreement.

#### VII. Hold Harmless

First 5 LA and its representatives, consultants, employees and First 5 LA Board shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workmen, employees of the Contractor, the subcontractors, the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work except the active negligence or willful misconduct of First 5 LA, its agents, servants, or independent contractors who are directly responsible to First 5 LA.

Further, the Contractor is obligated as follows:

- 1) The Contractor will defend any action or actions filed in connection with any claims, damages, penalties, obligations, or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith, resulting from the Contractor's operations and work.
- 2) The Contractor will promptly pay any judgment rendered against the Contractor or First 5 LA covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the Contractor.
- 3) In the event that First 5 LA is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the work, operation, or activities of the Contractor, the Contractor agrees to pay First 5 LA any and all cost and expense incurred by First 5 LA in such action or proceeding together with reasonable attorneys' fees.
- 4) First 5 LA may hold money that would otherwise be due the Contractor under and by virtue of the contract as shall be considered necessary by First 5 LA until disposition has been made of such actions or claims for damages as aforesaid.