



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

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

April 15, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 April 15, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AWARD OF CONTRACT FOR
OPERATION OF A COMBINED INFANT AND CHILD CARE CENTER
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to award a contract for Operation of a Combined Infant and Child Care Center located in the City of Alhambra, to provide infant and child care services to Public Works employees, other County of Los Angeles employees, and to the public.

IT IS RECOMMENDED THAT THE BOARD:

1. Award the contract for the Operation of a Combined Infant and Child Care Center to Child Development Consortium of Los Angeles. The initial term of this contract will be for a period of three years commencing upon the Board's approval and execution by both parties, with four 1-year renewal options. This will result in \$147,000 for the initial three-year contract term and \$49,000 for each renewal option and a month-to-month extension up to six months for a maximum potential contract term of 90 months, with a potential maximum contract sum of \$367,500.
2. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
3. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, the Child Development Consortium of Los Angeles has successfully performed during the previous contract period and the services are still required; to approve and

execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide infant and child care services to the Department of Public Works employees, other County of Los Angeles (County) employees, and to the public. The work to be performed will consist of providing child care services to infants, toddlers, and preschool children. Public Works has contracted for these services since 1990.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an annual amount of \$49,000 plus 10 percent for unforeseen, additional work within the scope of the contract. This will result in the total contract sum of \$147,000 for the initial three-year contract term and \$49,000 for each renewal option and a month-to-month extension up to six months for a maximum potential contract term of 90 months, with a potential maximum contract sum of \$367,500. The County owns the ancillary building for the child care center, which is provided at no cost to the contractor. The contractor's infant and child care services are supported by user-parent fees. This contract sum amount is based on our estimate of the annual costs for County-provided utilities, trash services, facility maintenance, and custodial services required to maintain the child care center.

Funding for this service is included in the Fiscal Year 2013-14 Internal Service Fund Budget. Funding for the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Child Development Consortium of Los Angeles located in Los Angeles, California. The initial term of this contract will be for a period of three years commencing upon the Board's approval and execution by both parties, with four 1-year renewal options. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 90 months.

The contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Child Development Consortium of Los Angeles was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor

is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Public Works has evaluated and determined that Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203, is not applicable to this contractor due to the contractor not meeting the definition of "contractor" as defined in the program.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, since this is a nonfinancial contract and the contractor shall receive no financial compensation from the County, hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The County owns the ancillary building and is provided at no cost to the contractor. The contractor's infant and child care services are supported by user-parent fees.

This contract does not allow for a cost-of-living adjustment for the optional years.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378 of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

CONTRACTING PROCESS

On February 13, 2014, Public Works solicited proposals from 167 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in

the Los Angeles Times.

On March 12, 2014, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works and Chief Executive Office staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, and deficiencies and violations under prior license utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, responsible, and lowest-cost proposer, Child Development Consortium of Los Angeles.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

SAMPLE AGREEMENT FOR
OPERATION OF A COMBINED INFANT AND CHILD CARE CENTER

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 12, 2014, hereby agrees to provide services as described in this Contract for Operation of a Combined Infant and Child Care Center ("Center").

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Child Care Center Enrollment Information; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: This Contract's initial term shall be for a period of three years commencing upon Board approval and execution by both parties. The COUNTY shall have the sole option to extend this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of seven years and six months. Each such option and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FOURTH: The CONTRACTOR shall be responsible for funding (unless otherwise noted in this CONTRACT), equipping, furnishing, supplying, and administering the Center in accordance with all applicable laws, regulations, and requirements set forth in this CONTRACT, and shall collect as its sole compensation User-Parent Fees.

The CONTRACTOR'S weekly tuition rates for COUNTY employees shall be charged at the rates in the Schedule of Prices (PW-2) of \$210 for infants, \$185 for toddlers, and \$160 for preschoolers.

The CONTRACTOR'S weekly tuition rates for the Public shall be charged at the rates in the Schedule of Prices (PW-2) of \$232 for infants, \$207 for toddlers, and \$169 for preschoolers.

CONTRACTOR may offer any or all of its special or enhanced learning programs which programs may be selected by the parents, at their option, for their child(ren). CONTRACTOR may, in its sole discretion, charge the parents who opt to participate additional fees for such special or enhanced learning programs and such additional fees shall be retained by CONTRACTOR and not paid over, in any part, to the COUNTY

FIFTH: CONTRACTOR may annually request a review of tuition rates in writing to the County, which will be reviewed and revised as necessary, upon approval of the Center's Advisory Committee. Tuition rate increases shall not exceed 3 percent of existing rates annually.

SIXTH: The COUNTY will evaluate the program annually, or more often if necessary. The evaluations will include a project operations and budget review. Whenever deficiencies are found, the CONTRACTOR shall be given an opportunity to correct them. Thereafter, if the deficiencies are not corrected, a recommendation may be made to the Board to suspend or terminate this CONTRACT. Continuation of this CONTRACT will depend on the successful operation of the Center, as judged by the COUNTY, and based on ongoing monitoring and periodic evaluation procedures, in which the CONTRACTOR shall participate.

SEVENTH: The CONTRACTOR shall be responsible for obtaining the water, gas, electricity, and landscaping services; shall pay invoices upon receipt; and shall request reimbursements from the COUNTY on a quarterly basis from the contract start date. The CONTRACTOR shall bill the reimbursements quarterly in arrears, for the water, gas and electricity invoices paid during the preceding quarter within 60 days after the end of the preceding quarter.

EIGHTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

NINTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

CHILD DEVELOPMENT CONSORTIUM
OF LOS ANGELES

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information**Bid Number :** PW-ASD 910**Bid Title :** OPERATION OF A COMBINED INFANT AND CHILD CARE CENTER (2014-AN002)**Bid Type :** Service**Department :** Public Works**Commodity :** DAY CARE (PRESCHOOL) SERVICES**Open Date :** 2/13/2014**Closing Date :** 2/25/2014 9:00 AM**Bid Amount :** N/A**Bid Download :** Not Available**Bid Description :**

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Operation of a Combined Infant and Child Care Center (2014-AN002). This contract has been designed to have a potential maximum contract term of seven years, consisting of an initial three-year term and four potential additional one year option renewals. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Samantha Tsui at (626) 458 4050, stsui@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer must have three years of experience within the last five years of managing the operation of a licensed child care in California and development centers serving infants, toddlers, and preschoolers (please use Form PW-24, Child Care Center Operation Experience, to provide this information).
2. Proposer must provide, at a minimum, the required teacher/child and staff/child ratios as outlined in Title 5 of the California Education Code (please use Form PW-24, Child Care Center Operation Experience, to provide this information).
3. Proposer must not have, within the last three years, held probationary licenses or been issued civil penalties by the California Department of Social Services/California Care Licensing Division for failing to correct a deficiency in a timely manner or for repeated offenses (please use Form PW-27, Proposer's Probationary Licenses/Civil Penalties Affirmation, to provide this information).
4. Proposers must possess all necessary licenses/certificate from Los Angeles County or other applicable Health and Fire Departments for the past three years for Proposer's California child care facilities (please use Form PW-28, Proposers License/Certification).
5. Proposer's Director must be qualified by one of the following (please use Form PW-23, Child Care Center Staffing, to provide this information):
 - a. A Child Development site Supervisor Permit issued by the California Commission on Teacher Credentialing.
 - b. An Associate of Arts degree from an accredited or approved college or university with a major emphasis in early childhood education or child development; at least two years of teaching experience in a licensed child care center or comparable group child care program; and three semesters or equivalent quarter units in child care administration or community/family staff relations or equivalent.
 - c. A Bachelor's degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development; at least one year of teaching experience in a licensed child care center or comparable group child care program; and three semesters or equivalent quarter units in child care administration or community/family staff relations or equivalent.
6. Proposer's teachers must, at a minimum, hold or qualify for a Child Development Teacher Permit issued by the California Commission on Teacher Credentialing (please use Form PW-23, Child Care Center Staffing, to provide this information).
7. Proposer's Assistant or Associate Teachers must hold or qualify for a Child Development Associate Teacher Permit issued by the California Commission on Teacher Credentialing (please use Form PW-23, Child Care Center Staffing, to provide this information).
8. Each Proposer's employees performing child care services must be over the

Selected Bid Information

age of 18 years (please use Form PW-23, Child Care Center Staffing, to provide this information).

9. The use of subcontractor is prohibited for this service except for the Enhanced Learning Program.

A Proposers' Conference will be held on Tuesday, February 25, 2014, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. A walk-through of the Discovery Time Child Care Center located at 406 South Second Street, Alhambra, California 91081, will be conducted after the conference at 11 a.m. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Wednesday, March 12, 2014, at 5:30 p.m. Please direct your questions to Ms. Tsui at (626) 458-4050.

Contact Name : Samantha Tsui

Contact Phone# : (626) 458-4050

Contact Email : stsui@dpw.lacounty.gov

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