



DEPARTMENT OF PUBLIC HEALTH (DPH)

**REQUEST FOR STATEMENT OF QUALIFICATIONS
(RFSQ)**

**AS-NEEDED LEAD HAZARD REMEDIATION AND
HEALTHY HOMES INTERVENTION SERVICES**

RFSQ #2018-005

June 2018

Prepared By
County of Los Angeles

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
AS -NEEDED LEAD HAZARD REMEDIATION (LHR) AND HEALTHY HOMES
INTERVENTION (HHI) SERVICES
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1.0 GENERAL INFORMATION

Background

Los Angeles County's Department of Public Health (DPH) has received funds from the U.S. Department of Housing and Urban Development (HUD) for Lead Hazard Reduction Demonstration (LHRD) and Healthy Homes services for the anticipated period of April 2, 2018 through April 1, 2021. DPH will use the HUD funds to provide lead-based paint testing and lead hazard reduction services to 180 housing units occupied by low-income homeowners and tenants with children under the age of six (6) years. The LHRD funds will target areas of high-risk for lead poisoning, including the cities of Bell, Commerce, Maywood, and portions of Los Angeles, as well as unincorporated areas (East Los Angeles, Florence-Firestone, and Walnut Park). All housing units receiving lead hazard remediation will also receive a healthy homes intervention, which includes various levels of lead-based paint removal from the designated homes.

Purpose

The purpose of this Request for Statement of Qualifications (RFSQ) is to secure a pool of qualified companies to enter into Master Agreements with the County to provide as-needed lead hazard remediation and healthy homes intervention services.

A Master Agreement will be offered to all vendors determined to be qualified. The execution of a Master Agreement does not guarantee any minimum or maximum amount of utilization of services, and may or may not be utilized, at the County's sole discretion.

1.1 Scope of Work

Lead hazard remediation services include, but are not limited to: occupant and worker protection, cleaning to remove lead contaminated dust, paint stabilization, exterior and interior painting, removal and replacement of doors and windows, removal and/or covering of contaminated soil, and area clean-up and preparation for clearance.

Healthy homes intervention services may include, but are not limited to: component replacement, mold mitigation, replacing carbon monoxide detectors, replacing broken windows, installing earthquake shut off valves and water heater straps, and correcting water intrusion conditions.

Upon execution of Master Agreements, the qualified agencies will become County Contractors, and thereafter be solicited under competitive conditions to provide as-needed lead hazard remediation services and healthy homes intervention services under Master Agreement Work Orders (MAWO) to be issued by County. MAWOs shall include a Statement of Work which shall

describe in detail the particular project and the work required for the performance thereof.

1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's minimum qualifications and provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- **SOQ REVIEW/SELECTION/QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected, and qualified.
- **APPENDICES:**
 - A - **Required Forms:** Forms contained in this section must be completed and included in the SOQ.
 - B - **Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to DPH requesting a Solicitation Requirements Review.
 - C - **County of Los Angeles Policy of Doing Business with Small Business:** County Code.
 - D - **Jury Service Ordinance:** County Code Sections 2.203.010 through 2.203.090.
 - E - **Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
 - F - **IRS Notice 1015:** Provides information on Federal Earned Income Credit.
 - G - **Background and Resources: California Charities Regulation:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.
 - H - **Defaulted Property Tax Reduction Program:** County Code.
 - I - **Sample Master Agreement:** The Sample Master Agreement used for this solicitation. The terms and conditions shown in the Sample Master Agreement are not negotiable.

- J - SAMPLE STATEMENT OF WORK: AS-NEEDED LEAD HAZARD REMEDIATION AND HEALTHY HOMES INTERVENTION SERVICES:** Written description of tasks, deliverables, services, and other work requirements under Work Order Solicitations (WOS) that resultant in a MAWO.
- K - SITE SPECIFIC WORK PLAN:** Details the type of repairs needed per project and serves as the basis for the WOS and MAWO.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Appendix I - Sample Master Agreement, Paragraph 2.0, Definitions.

1.4 Vendor's Minimum Mandatory Qualifications

Interested and qualified Vendors that meet the Minimum Mandatory Qualifications stated below are invited to submit an SOQ.

Subcontractors may not be used to meet the Minimum Mandatory Qualifications.

Vendor must complete Exhibit 2, Vendor's Organization Questionnaire/Affidavit and CBE Information, of Appendix A, Required Forms, to develop and submit a response to the qualifications below:

- 1.4.1 Vendor or its principals, partners, or officers must have three (3) years' experience within the last five (5) years providing lead hazard remediation and healthy homes intervention services.
- 1.4.2 Vendor's firm must have a Dun and Bradstreet's Data Universal Numbering System (DUNS Number) prior to submission of SOQ. Vendors who do not possess a DUNS Number may apply for one at <https://fedgov.dnb.com/webform>.
- 1.4.3 Vendor's firm must be currently certified with the Environmental Protection Agency (EPA) as a Lead Renovation/Abatement Firm. Vendor must include copy of certificate in Section D.
- 1.4.4 Vendor must have one (1) California Department of Public Health (CDPH) Lead Related Construction (LRC) certified Supervisor. Vendor must include copy of certificate in Section D.

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- 1.4.5 Vendor must have one (1) CDPH LRC certified Worker. Vendor must include copy of certificate in Section D.
 - 1.4.6 Vendor must have a State of California Contractor's General Building Contractor license. Vendor must include copy of license in Section D.
 - 1.4.7 Vendor must currently have an office located within the geographic boundaries of Los Angeles County. Address of site must be provided on Exhibit 2, in Appendix A - Required Forms.

1.4.8 Vendors with Unresolved Disallowed Costs

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.

County will verify that Proposer does not have unresolved questioned costs.

1.5 Intentionally Omitted

1.6 Master Agreement Process

The objective of this RFSQ process is to secure a pool of qualified Vendors to provide as-needed lead hazard remediation and healthy homes intervention services. Specific tasks, deliverables, etc. will be outlined in each specific WOS.

- 1.6.1 Master Agreements will be executed with each Vendor determined to be qualified. The execution of a Master Agreement does not guarantee any minimum or maximum amount of utilization of services, and may or may not be utilized, at the County's sole discretion.
- 1.6.2 Upon the execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter be solicited under competitive conditions, via WOS, to provide as-needed lead hazard remediation and healthy homes intervention services. WOSs shall include a Statement of Work, similar to Sample Statement of Work Appendix J, and a Site Specific Work Plan, similar to Site Specific Work Plan Appendix K, which shall describe in detail the particular project and the work required for the performance thereof. A job-site walk-through will be conducted for each WOS followed by a Vendor submitted bid. Site

Specific Work Plan (Appendix K) must be submitted with the bid. The work is to be completed within the designated timeframe as indicated in each WOS. The County estimates 180 WOSs will be issued between October 1, 2018 and March 31, 2021. Only Vendors that have a current Master Agreement for As-Needed Lead Hazard Remediation and Healthy Homes Intervention Services will be allowed to bid.

Payment for all work shall be issued in accordance with the methodology outlined in the WOS, subject to the Total Maximum Amount specified for each individual project. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.

1.7 Master Agreement Term

1.7.1 The Master Agreement term shall be for a period of six (6) years as authorized by the Los Angeles County Board of Supervisors (Board). At the conclusion of the six (6) year period, the County shall have the option to extend the term for three (3) years on a year-to-year basis, not to exceed, in aggregate, a maximum total master agreement term of nine (9) years. The three (3) year-to-year extensions shall be exercised at the sole discretion of DPH.

1.7.2 DPH will continuously accept SOQs throughout the Master Agreement term to qualify additional vendors. Master Agreements will become effective upon the date of execution by the Director of DPH, or her designee, and shall expire at the same time as the initially executed Master Agreements.

1.8 County Rights and Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the following websites:

County of Los Angeles Department of Public Health
Contracts and Grants Division
<http://publichealth.lacounty.gov/cg/index.htm>

Los Angeles County – Doing Business With Us
<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

It is the Vendor's responsibility to check the above referenced websites regularly. Should such addendum require additional information not previously requested,

failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

Lucía Romero, Contract Analyst
County of Los Angeles, Department of Public Health
Contracts and Grants Division
1000 South Fremont Avenue, Unit 101
Building A-9 East, 5th Floor North
Alhambra, California 91803
E-mail: LucRomero@ph.lacounty.gov

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

1.11 County Option to Reject SOQs or Cancel RFSQ

The County may, at its sole discretion, reject any or all SOQs submitted in response to this RFSQ. In addition, the RFSQ process may be canceled at any time, when the Director determines at her sole discretion that a cancellation is in the best interest of the County. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ.

The County, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFSQ's requirements.

1.12 Protest Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.12.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.12.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Reference sub-paragraph 2.4 in the Instructions to Vendors section)
- Review of a Disqualified SOQ (Reference sub-paragraph 3.2 in the SOQ Review/Selection/Qualification Process section)

1.13 Notice to Vendor's Regarding Public Records Act

1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when DPH recommends the qualified Vendor(s) to the Board of Supervisors and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret", "Confidential", or "Proprietary".

1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets", "Confidential", or "Proprietary" in nature.**

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Appendix I – Sample Master Agreement, sub-paragraph 8.22. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix I – Sample Master Agreement, sub-paragraphs 8.23 and 8.24.

1.15 Intentionally Omitted

1.16 Injury and Illness Prevention Program (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.17 Background and Security Investigations

Background and security investigations of Vendor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Vendor.

1.18 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision sub-paragraph 7.6 and the Independent Contractor Status sub-paragraph 8.21 in Appendix I – Sample Master Agreement.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix A - Required Forms, Exhibit 3, Certification of No Conflict of Interest.

1.20 Determination of Vendor Responsibility

1.20.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience

to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.

- 1.20.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including, but not limited to, County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 1.20.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.20.4 If there is evidence that the Vendor may not be responsible, DPH shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. DPH shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for DPH's recommendation.
- 1.20.5 If the Vendor presents evidence in rebuttal to DPH, DPH shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.20.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.21 Vendor Debarment

- 1.21.1 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.21.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, DPH shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and DPH shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.21.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the

debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.21.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.21.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Vendor's Adherence to County Child Support Compliance Program

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.23.2 Vendor Notification to County

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

1.23.3 Form of Improper Consideration

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

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of

Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms, Exhibit 6, as part of their SOQ.

1.25 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference Appendix F.

1.26 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms, Exhibit 10, as part of their SOQ.

1.27 County's Quality Assurance Plan

After award of a Master Agreement and subsequent MAWO(s), the County or its agent will evaluate the Contractor's performance under the Master Agreement and MAWO on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the MAWO. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent MAWOs will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement and/or MAWO in whole or in part, or impose other penalties as specified in the Master Agreement.

1.28 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix I – Sample Master Agreement, sub-paragraph 8.38.

1.29 Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is available at www.babysafela.org.

1.30 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix D, and the pertinent jury service provisions of the Appendix I – Sample Master Agreement, sub-paragraph 8.7, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.30.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.30.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.30.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms, Exhibit 11, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.31 Overview of County's Preference Programs

- 1.31.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 1.31.2 The Preference Programs (LSBE, DVBE, and SE) require that a business must complete certification prior to requesting a preference in

a solicitation. This program and how to obtain certification are further explained in paragraph 1.32, 1.34, and 1.35 of this solicitation.

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

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

1.32 Local Small Business Enterprise (LSBE) Preference Program

The following language should be used for County solicitations subject to the federal restriction on geographical preferences:

1.32.1 In reviewing Work Order Bids, the County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.

1.32.2 A business which is certified as small by the federal Small Business Administration (SBA) or maintains an active registration as small in the System for Award Management (SAM) data base may qualify to request the LSBE Preference in a solicitation.

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

1.32.4 Certified Local SBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.32.5 Information on the Federal small business is available at the System for Award Management website at <https://www.sam.gov>.

1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program

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

1.34 Social Enterprise (SE) Preference Program

- 1.34.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.
- 1.34.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.34.1.
- 1.34.3 Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.
- 1.34.4 Further information on SEs is also available on the DCBA's website at: <http://dcba.lacounty.gov>.

1.35 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 1.35.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.
- A DVBE vendor is defined as:
- 1) A business which is certified by the State of California as a DVBE; or
 - 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
 - 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

-
- 1.35.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.35.1, 1 or 2 above.
 - 1.35.3 Certified DVBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.
 - 1.35.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.
 - 1.35.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>.

1.36 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

- 1.36.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of Vendor's response to WOS, Vendor must submit the Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions, as set forth in Appendix A -Required Forms, Exhibit 16, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a response to WOS identify prospective subcontractors, or should Vendor intend to use subcontractors in the provision of services under any subsequent contract, Vendor must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

- 1.36.2 Failure to provide the required certification may eliminate Vendor's response to a WOS from consideration.
- 1.36.3 In the event that Vendor and/or its subcontractor(s) is or are unable to provide the required certification, Vendor instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the services to be performed under any WOS in association with this RFSQ.
- 1.36.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the response to a WOS is appropriate under the federal law.

1.37 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Vendor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Vendor on Vendor's Organization Questionnaire/Affidavit and CBE Information, Exhibit 2 as set forth in Appendix A – Required Forms. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.38 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractor acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, as contained in Appendix I – Sample Master Agreement, Exhibit H.

1.39 Contractor's Charitable Contributions Compliance

- 1.39.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter

919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the Background and Resources: California Charities Regulations, Appendix G. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.39.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 12 as set forth in Appendix A - Required Forms. A completed Exhibit 12 is a required part of any agreement with the County.

1.39.3 In Exhibit 12, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.39.4 Prospective County contractors that do not complete Exhibit 12 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.40 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix H, and the pertinent provisions of the Appendix I – Sample Master Agreement, sub-paragraphs 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 13 in Appendix A – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.41 Time Off for Voting

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

1.42 Vendor's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

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

Vendors are required to complete Zero Tolerance Policy on Human Trafficking Certification, Exhibit 14 in Appendix A - Required Forms, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Appendix I - Sample Master Agreement, sub-paragraph 8.53. Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

1.43 Bidder Protection of Electronic County Information

1.43.1 Protection of Electronic County Personal Information (PI), Protected Health Information (PHI) and Medical Information (MI) — Data Encryption Standard

- 1.43.1.1 The prospective contract is subject to the encryption requirements set forth below (collectively, the “Encryption Standards”). Vendors shall become familiar with the Encryption Standards and the pertinent provisions in Appendix I – Sample Master Agreement, sub-paragraph 8.54 both of which are incorporated by reference into and made a part of this solicitation.
- 1.43.1.2 Bidders shall be required to complete Exhibit 15 in Appendix A - Required Forms, providing information about their encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Vendors that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.
- 1.43.1.3 Vendors use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be disclosed by Vendors in Exhibit 15 as set forth in Appendix A – Required Forms, and shall be subject to written pre-approval by the County’s Chief Executive Office. Any use of remote servers may subject the Vendor to additional encryption requirements for such remote servers.

1.43.2 Encryption Standards:

1.43.2.1 Stored Data:

Contractors’ and subcontractors’ workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with:

- a) Federal Information Processing Standard Publication (F/PS) 140-2;
- b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3);
- c) N/ST Special Publication 800-5 7 Recommendation for Key Management – Part 2. Best Practices for Key Management Organization; a

- d) N/ST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

1.43.2.2 Transmitted Data:

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with:

- a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) N/ST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

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

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

Contractors are required to complete Exhibit 19 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix A (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in Section 83 (Compliance with Fair Chance Employment Practices) of Appendix I (Master Agreement). Further, Contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ June 15, 2018
- Request for a Solicitation Requirements Review Due June 29, 2018
(10 business days after release of solicitation document)
- Written Questions Due June 29, 2018
- Questions and Answers Released July 12, 2018
- *SOQ due by 3 pm (Pacific Time) July 20, 2018

*SOQs that are submitted after the initial due date and time indicated above shall be considered for review at the convenience of the County.

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review to DPH as described in this Section. A request for a Solicitation Requirements Review may be denied, in DPH's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation,

which demonstrates the underlying ability of the person or entity to submit a SOQ.

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and DPH's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail or e-mail to the individual identified in subparagraph 1.9 of this RFSQ, Contact with County Personnel. All questions must be received by June 29, 2018. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

When submitting questions, please specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor.

2.6 Vendors' Conference

A vendors' conference will not be conducted for this RFSQ. Bidder may submit written questions regarding this RFSQ as described in Section 2.5, Vendor's Questions.

2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

1. Submit one (1) original SOQ package, **unbound**, SINGLE-SIDED, including all required attachments and forms with original signatures. **Do not staple or professionally bind the original SOQ.** Use a rubber band or binder clip to keep the pages of the original SOQ together. The original SOQ must be marked as such, e.g., “Original” on the SOQ’s Title Page.
2. Submit three (3) DOUBLE-SIDED **bound, or presented in a folder, or three-ring binder** copies of the original SOQ package (including copies of all required forms and attachments). Each SOQ copy must be marked as such, e.g., “Copy” on the SOQ’s Title Page.
3. SOQ must be typewritten, single spaced, with no less than a 11-point font on 8½” by 11” paper.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Vendor’s Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)

2.7.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.2 Vendor’s Qualifications (Section A)

Demonstrate that the Vendor’s organization has the experience to perform the required services. The following sections must be included:

Vendor must provide a Statement of Experience (SOE) that includes sufficient details to demonstrate firm’s ability to meet the specialized lead hazard and remediation and healthy homes intervention needs of DPH. Do not merely attest your firm will comply or restate the requirement. In addition, the SOE shall include a summary of relevant background information to demonstrate that the vendor meets the minimum qualifications, including years in service, stated in sub-paragraph 1.4 of this RFSQ. The SOE must not exceed three (3) pages.

A. Vendor's Background and Experience (Section A.1)

The Vendor shall complete SOQ Checklist -Exhibit 1 as set forth in Appendix A – Required Forms, and include it as the first page of this section.

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit and CBE Information – Exhibit 2 as set forth in Appendix A – Required Forms. The form must clearly demonstrate that the Vendor meets the minimum mandatory qualifications pursuant to Paragraph 1.4, Vendor's Minimum Mandatory Qualifications. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement.**

Organizational Structure:

Taking into account the structure of the Vendor's organization, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Master Agreements/MAWOs.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Vendor's References (Section A.2)

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title, phone number, and email for each reference is accurate. The same agencies may be listed on both forms – Exhibits 7 and 8 as set forth in Appendix A – Required Forms.

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- DPH is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours

The Vendor must complete and include Exhibits 7, 8 and 9 as set forth in Appendix A – Required Forms.

a. Prospective Contractor References, Exhibit 7

Vendor must provide three (3) references where the same or similar scope of services were provided.

b. Prospective Contractor List of Contracts, Exhibit 8

The listing must include all Public Entities contracts for the last three (3) years. A photocopy of this form should be used if additional space is necessary.

c. Prospective Contractor List of Terminated Contracts, Exhibit 9

Listing must include contracts terminated within the past three (3) years with a reason for termination.

C. Vendor's Pending Litigation and Judgments (Section A.3)

Vendor shall complete and submit Exhibit 17 in Appendix A - Required Forms, Prospective Contractor Pending Litigation and Judgments, and identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor. If there are no pending litigations

and/or judgments, Vendor shall indicate so by indicating “Not Applicable” on the form.

D. Vendor’s Financial Viability (Section A.4)

Provide copies of the company’s annual financial statements issued for the last three (3) years. Financial statements should reflect the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Company’s capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract.

The following accounts must be included in your company’s financial statements:

Balance Sheet Accounts

1. Current Assets
 - Cash
 - Short Term Investments*
 - Accounts Receivable *
2. Current Liabilities
3. Total Assets
4. Total Liabilities
5. Owner’s/Shareholder’s Equity

Income Statement Accounts

1. Total Operating Expenses (before taxes)
 - Bad Debts *
 - Depreciation*
 - Amortization*
2. Total Expenses
3. Gross Income

4. Net Income

* may be excluded if they do not apply to your company's operations

It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

If audited statements or Single Audit Reports are otherwise required, these should be submitted to meet this requirement.

Do not submit Income Tax Returns to meet this requirement.

Financial statements will be kept confidential if so stamped on each page.

2.7.3 Required Forms (Section B)

Section B of Vendor's SOQ shall include all forms identified in Appendix A – Required Forms except for those specifically identified below in parenthesis. Complete, sign, and date all forms. Forms that are not applicable should be marked as such.

- Exhibit 1 - SOQ Checklist (should be included as the first page in Vendor's SOQ, Section A.1)
- Exhibit 2 - Vendor's Organization Questionnaire/Affidavit and CBE Information form (should be included as the second page in Vendor's SOQ, Section A.1)
- Exhibit 3 - Certification of No Conflict of Interest
- Exhibit 4 - Vendor's EEO Certification
- Exhibit 5 - Request for Preference Consideration (Will be submitted at the time of Work Order Solicitation)
- Exhibit 6 - Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 - Prospective Contractor References (should be included in Vendor's SOQ, Section A.2)
- Exhibit 8 - Prospective Contractor List of Contracts (should be included in Vendor's SOQ, Section A.2)

- Exhibit 9 - Prospective Contractor List of Terminated Contracts (should be included in Vendor's SOQ, Section A.2)
- Exhibit 10 - Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 11 - County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 12 - Charitable Contributions Certification
- Exhibit 13 - Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 14 - Zero Tolerance Policy on Human Trafficking Certification
- Exhibit 15 - Vendor's Compliance with Encryption Requirements
- Exhibit 16- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- Exhibit 17 - Prospective Contractor Pending Litigation and Judgments (should be included in Vendor's SOQ, Section A.3)
- Exhibit 18 - Acceptance of Terms and Conditions Affirmation
- Exhibit 19 - Compliance with Fair Chance Employment Practices

2.7.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix I – Sample Master Agreement, subparagraphs 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.5 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable licenses, certificates, accreditation, and permits for the provision of services for which they intend to qualify which include, but are not limited to: a valid Business License, EPA certification as a Lead Renovation/Abatement Firm, CDPH LRC certified Supervisor, CDPH LRC certified Worker, and a State of California Contractor's General Building Contractor license. Work Order

Bids may request copies of licenses/credentials/resume of staff who will be assigned to work on any part of the resultant Master Agreement.

2.8 SOQ Submission

The original SOQ and three (3) numbered copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

“SOQ FOR AS-NEEDED LEAD HAZARD REMEDIATION AND HEALTHY HOMES INTERVENTION SERVICES”

The SOQ must be hand-delivered or sent by a delivery service (excluding United States Postal Service) and received by the deadline specified in Section 2.3, RFSQ Timetable, to:

Lucía Romero, Contract Analyst
County of Los Angeles, Department of Public Health
Contracts and Grants Division
1000 South Fremont Avenue
Building A-9 East, 5th Floor North
Alhambra, California 91803

Timely hand-delivered bids are acceptable. It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity.

The County may at its sole discretion continue to select vendors from this RFSQ process and, depending on service needs, may elect to accept SOQs throughout the duration of the Master Agreement to qualify Vendors.

Until the SOQ submission deadline, errors in SOQs may be corrected by a request in writing to withdraw the SOQ and by submission of another set of SOQs with the mistakes corrected. Corrections will not be accepted once the deadline for submission of SOQs has passed.

2.9 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix I – Sample Master Agreement. Vendors must also submit a completed and signed Appendix A - Required Forms, Exhibit 18, acknowledging the Vendor’s acceptance of all terms and conditions listed in the Appendix I - Sample Master Agreement.

The County reserves the right to make changes to the Master Agreement and its appendices and exhibits at its sole discretion.

2.10 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to the individual identified in subparagraph 1.9 of this RFSQ, Contact with County Personnel.

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 Adherence to Minimum Mandatory Qualifications

County shall review the Vendor Exhibit 1, SOQ Checklist, and Exhibit 2, Vendor's Organization Questionnaire/Affidavit, and SOE, and determine if the Vendor meets the minimum mandatory qualifications as outlined in sub-paragraph 1.4 of this RFSQ. Exhibit 2 will serve as an Affidavit that firm attests that it meets the minimum mandatory requirements for the required services.

Failure of the Vendor to comply with the minimum mandatory qualifications may eliminate its SOQ from any further consideration.

3.1.2 Vendor's Qualifications (Section A)

County's review shall include the following:

- Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- Vendor's References as provided in Section A.2. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- If the Vendor is a corporate entity, said entity's "active" status will be verified: For California corporations the "active" status will be verified via the California Secretary of State's website:
<http://BusinessSearch.sos.ca.gov/>
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.3.
- A subject matter expert will evaluate and make a recommendation based on the financial strength and capability of the company in the provision of required services throughout the term of any resultant MAWO, as well as evidence of the Company's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant MAWO, as provided in Section A.4.

- Financial statements that do not demonstrate financial strength or meet the sixty-day requirement may result in a requirement that Proposer provide a performance security prior to DPH making recommendations to the Board regarding the award of a contract or work order.

3.1.3 Required Forms

All forms as listed in Section 2, sub-paragraph 2.7.3 must be included as indicated in **Section B** of the SOQ.

3.1.4 Proof of Insurability

Review of the proof of insurability provided in **Section C** of the SOQ.

3.1.5 Proof of Licenses

Review of the proof of licenses and certificates provided in **Section D** of the SOQ.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because DPH determined it was non-responsive at any time during the review/evaluation process. If DPH determines that an SOQ is disqualified due to non-responsiveness, DPH shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in DPH's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that DPH's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 Selection/Qualification Process

DPH will generally select Vendors that have experience in providing a broad range of lead hazard remediation services. However, in order to insure DPH has a varied pool of qualified Contractors, DPH may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

3.4 Master Agreement Award

Vendors who are notified by DPH that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to DPH's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

DPH will execute Board of Supervisors-authorized Master Agreements with each selected vendor. All Vendors will be informed of the final selections. DPH will continuously accept SOQs throughout the Master Agreement term to qualify additional vendors. Master Agreements will become effective upon the date of execution by the Director of DPH or her designee and shall expire at the same time as the initially executed Master Agreements.