



INTERNAL SERVICES DEPARTMENT

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR DOCUMENT STORAGE SERVICES

RFSQ #104542

October 2016

**Prepared
by
County of Los Angeles**

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1.0 GENERAL INFORMATION

The County of Los Angeles Internal Services Department is seeking qualified vendors to provide document storage services for County Departments located throughout the County of Los Angeles on an as-needed basis.

1.1 Scope of Work

Document storage services will include all the labor, storage facility(ies), utilities, equipment, vehicles, supplies and forms necessary to transport and maintain confidential storage, control, accurate accountability of documents.

Vendors may seek to qualify in one or more of the following Document Storage Services categories:

- I. Paper Records
- II. Vault Storage – Special
- III. Document Scanning

1.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- 1) **GENERAL INFORMATION:** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement (MA) and the solicitation process.
- 2) **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- 3) **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.
- 4) **APPENDICES:**
 - A. **STATEMENT OF WORK:** The Statement of Work (SOW) explains in detail the work to be performed in the MA.
 - B. **SAMPLE MASTER AGREEMENT:** The MA used for this solicitation. The terms and conditions shown in the MA are not negotiable.
 - C. **REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.
 - D. **RFSQ TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
 - E. **COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code.
 - F. **JURY SERVICE ORDINANCE:** County Code.
 - G. **LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.

- H. **IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- I. **SAFELY SURRENDERED BABY LAW:** County program.
- J. **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.
- K. **DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.

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 B – Sample Master Agreement, paragraph 2 - Definitions.

1.4 Vendor's Minimum Qualifications

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

1.4.1 Vendor must demonstrate five (5) years' experience, within the last five (5) years providing Document Storage Services, Document Scanning, or services equivalent or similar to the services as outlined in the Appendix B – Sample Master Agreement, Exhibit A - Statement of Work (SOW).

1.4.2 Category Specific Qualifications

Vendors that meet the minimum qualifications identified in Section 1.4.1 must also meet the additional requirements as identified in Exhibit A – SOW, Section 14.0, Specific Categories and Additional Requirements.

1.5 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide document storage and document scanning services. Specific tasks, deliverables, etc. will be determined at the time the Department requests Subordinate Agreement (SA) Bids.

1.5.1 MAs will be executed with all Vendors determined to be qualified.

1.5.2 Upon the Department's execution of these MAs, the qualified Vendors will become County Contractors, and thereafter be solicited under competitive conditions to provide as needed document storage and scanning services under SAs to be issued by County.

1.5.3 SAs shall include a SOW which shall describe in detail the particular project and the work required for the performance thereof.

1.5.4 Payment for all work shall be either on a time and materials basis or on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual SA.

- 1.5.5 The execution of a MA does not guarantee a Contractor any minimum amount of business.
- 1.5.6 Only qualified Vendors will be contacted to submit bids.
- 1.5.7 If the Master Agreement includes various categories of services, only those Contractors qualified for the specific category will be contacted to submit bids.

1.6 Master Agreement Term

- 1.6.1 The term of the MA will be five (5) years with two (2) additional two-year renewal options and six (6) month-to-month extensions, for a maximum total term of nine (9) years and six (6) months. Each renewal option and extension will be exercised at the Department's discretion.
- 1.6.2 County will continuously accept SOQs throughout the duration of the MA to qualify Vendors. Subsequent MAs will become effective upon the date of its execution by the Director of the Internal Services Department or designee and will expire March, 2022, unless sooner extended or terminated.

1.7 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 to each person or organization which County records indicate has received this RFSQ. 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.

1.8 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and e-mailed to Carlos Rubio at crubio@isd.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.

1.9 Mandatory Requirement to Register on County's WebVen

Prior to executing a MA, 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/>.

1.10 County Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

1.11 Protest Process

1.11.1 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 sub-paragraph 1.11.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the sections below.

1.11.2 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.

1.11.3 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 Solicitation Requirement Review Section).
- Review of a Disqualified SOQ (Reference sub-paragraph 3.2 in the SOQ Review/Selection/Qualification Process Section).

1.12 Notice to Vendor's Regarding Public Records Act

1.12.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) 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."

1.12.2 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.**

1.13 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Appendix B – 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 B – Sample Master Agreement, sub-paragraphs 8.23 and 8.24.

1.14 SPARTA Program

A County program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County’s insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420 0555 or can access their website directly at www.2sparta.com.

1.15 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.

1.16 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.

1.17 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 B - Sample Master Agreement.

1.18 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 of 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 C - Required Forms Exhibit 2, Certification of No Conflict of Interest.

1.19 Determination of Vendor Responsibility

1.19.1 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.

- 1.19.2** 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.
- 1.19.3** The County may declare a Vendor to be non-responsible for purposes of this MA 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.
- 1.19.4** If there is evidence that the Vendor may not be responsible, the Department 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. The Department 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 the Department's recommendation.
- 1.19.5** If the Vendor presents evidence in rebuttal to the Department, the Department 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.
- 1.19.6** These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.20 Vendor Debarment

- 1.20.1** The 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.

- 1.20.2** If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department 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.
- 1.20.3** 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 the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.20.4** 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.
- 1.20.5** 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.
- 1.20.6** 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.

- 1.20.7** 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.
- 1.20.8** These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.20.9** Appendix G 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.

1.21 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 MA or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.22 Gratuities

1.22.1 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 MA 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 MA.

1.22.2 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.

1.22.3 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.

1.23 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 C - Required Forms Exhibit 5, as part of their SOQ.

1.24 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 H.

1.25 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a MA, 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 MA.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix C - Required Forms Exhibit 9, as part of their SOQ.

1.26 County's Quality Assurance Plan

After award of a MA and subsequent SA(s), the County or its agent will evaluate the Contractor's performance under the MA and SA(s) on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the MA and performance standards identified in the SA(s). Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this MA and subsequent SA(s) 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 MA and/or SA(s) in whole or in part, or impose other penalties as specified in the MA.

1.27 Recycled Bond Paper

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

1.28 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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix I of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.29 County Policy on Doing Business with Small Business

1.29.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.29.2 The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process. This program and how to obtain certification are further explained in sub-paragraph 1.31 of this Section.

1.29.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in sub-paragraph 1.30 of this Section.

1.29.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix E.

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 F, and the pertinent jury service provisions of the Appendix B – 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 or 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 Contractor

Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix C - Required Forms, Exhibit 10, 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 Local Small Business Enterprise (LSBE) Preference Program

- 1.31.1** In reviewing SA Bids, the County will give LSBE preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 1.31.2** To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at: <http://dcba.lacounty.gov>.
- 1.31.3** Certified LSBEs may only request the preference in each of their SA 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 SA Bid response and submit a letter of certification from the DCBA with their bid.
- 1.31.4** Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.32 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 15 calendar days after receipt of an undisputed invoice.

1.33 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 Required Form - Exhibit 1 - Vendor's Organization Questionnaire/Affidavit and CBE Information. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.34 Social Enterprise (SE) Preference Program

1.34.1 In reviewing SA 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 SA 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 SA 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 Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix B, Sample Master Agreement, Exhibit I.

1.36 Contractor's Charitable Contributions Compliance

1.36.1 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 Appendix J - Background and Resources: California Charities Regulations. 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.

1.36.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete Appendix C - Required Forms, Exhibit 11 - Charitable Contributions Certification. A completed Exhibit 11 is a required part of any agreement with the County.

1.36.3 In Exhibit 11, prospective contractors certify either that:

1. 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-

2. 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.

1.36.4 Prospective County contractors that do not complete Exhibit 11 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)

1.37 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 Appendix H - Defaulted Property Tax Reduction Program, and the pertinent provisions of the Appendix B – Sample Master Agreement, 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 Appendix C

– Required Forms, Exhibit 12 - Certification of Compliance with The County's Defaulted Property Tax Reduction Program. 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.

1.38 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.38.1 In reviewing SA 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 Disabled Veteran Business Enterprise 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.

1.38.2 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 1.38.1, 1 or 2 above.

1.38.3 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.

1.38.4 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 <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

1.38.5 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: <https://www.va.gov/osdbu/>

1.39 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.

1.40 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 Exhibit 13 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix C (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix B (Sample MA). Further, contractors are required to comply with the requirements under said provision for the term of any MA awarded pursuant to this solicitation.

1.41 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 1.41.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 1.41.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 1.41.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 1.41.4** Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

1.42 Vendor'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 15 (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 the 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.

1.43 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

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 MA unless such understanding or representation is included in the MA.

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 his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

Event	Date
Release of RFSQ	10/26/16
Request for a Solicitation Requirements Review Due	11/09/16
Vendors Conference	11/14/16
Written Questions Due	11/21/16
Addendum Released (Including Questions & Answers)	12/01/16
SOQ due by 2:00PM (Pacific Time)	12/08/16

SOQs not received by the due date identified above may not be reviewed prior to the Board of Supervisor's approval of the MA; however, the SOQs will be reviewed subsequent to Board of Supervisor's approval.

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix D - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this section. A request for a Solicitation Requirements Review may be denied, in the Department'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 the Department'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 via e-mail to the individual identified below. All questions must be received by November 21, 2016. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued on December 1, 2016, 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.

Questions should be addressed to:

Carlos Rubio, Contracts Analyst
1100 N. Eastern Ave.
Los Angeles, CA 90063
E-mail address: crubio@isd.lacounty.gov

2.6 Vendors Conference

A Vendors Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Vendors. The conference is scheduled as follows:

November 14, 2016, 10:00AM – 12:00PM
Internal Services Department
1100 N. Eastern Ave.
Los Angeles, CA 90063

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.

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)

1. Organization Questionnaire/Affidavit

- A. Vendor shall complete, sign and date Appendix C – Required Forms, Exhibit 1 – Vendor's Organization Questionnaire/Affidavit and CBE Information. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a MA.**
- B. Vendor shall provide the following supporting documents the County requires, taking into account the structure of the Vendor's organization. If 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.

Organization Structure	Document
Corporations or Limited Liability Company (LLC)	• A copy of a "Certificate of Good Standing" with the state of incorporation/organization. • 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	• 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.

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 Contracts.

2. Background and Experience

- A. A brief summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated in sub-paragraph 1.4 of this RFSQ.

B. A description of the following to demonstrate Vendor's capability to perform the required services:

1. Specifications of Vendor's facilities and storage environment.
2. How Vendor maintains chain-of-custody of storage items.

3. References

Vendor shall complete Appendix C – Required Forms, Exhibits 6 and 7. It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms.

County may disqualify a Vendor if:

- A. references fail to substantiate Vendor's description of the services provided; or
- B. references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel; or
- C. Department 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.

4. Pending Litigations and Judgments

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.

2.7.3 Required Forms (Section B)

Complete and include all forms identified in Appendix C – Required Forms. Vendors are instructed to use the forms as provided in this RFSQ and refrain from modifying or reproducing the required forms on their Company's letterhead.

2.7.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix B – Sample Master Agreement, paragraphs 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 MA award may be submitted with the SOQ.

2.7.5 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable licenses.

2.8 SOQ Submission

The SOQ shall be submitted by electronic mail (e-mail) with Subject Line bearing the words:

“SOQ FOR DOCUMENT STORAGE SERVICES”

The SOQ and any related information shall be sent via e-mail to:

Crubio@isd.lacounty.gov

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in paragraph 2.3 if submitting for initial SOQ consideration. This is an open and continuous solicitation and vendors can submit an SOQ at any time while the solicitation is active. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. SOQ submissions will only be accepted by email.

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 B – Sample Master Agreement.

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 Department Head or designee.

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 Qualifications

County shall review Appendix C - Required Forms, Exhibit 1 – Vendor’s Organization Questionnaire/Affidavit and CBE Information and determine if the Vendor meets the minimum qualifications as outlined in paragraph 1.4 of this RFSQ.

Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

3.1.2 Vendor’s Qualification (Section A)

County’s review shall include the following:

- Vendor’s Organization Questionnaire/Affidavit and CBE Information as provided in Section A.1 of the SOQ.
- Vendor’s Background and Experience as provided in Section A.2 of the SOQ.

- Vendor's References as provided in Section A.3. 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.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.4.

3.1.3 Required Forms (Section B)

County will review all forms required in accordance with sub-paragraph 2.7.3 – Section B: Required Forms.

3.1.4 Proof of Insurability (Section C)

County will review Vendor's insurance in accordance with sub-paragraph 2.7.4 – Section C: Proof of Insurability.

3.1.5 Proof of Licenses (Section D)

County will review Vendor's licenses in accordance with sub-paragraph 2.7.5 – Section D: Licenses.

False, incomplete, or unresponsive statements in connection with a Vendor's SOQ will result in the SOQ being disqualified without further consideration at the County's sole discretion. The County, in its sole discretion, reserves the right to waive any informality in an SOQ if the sum and substance of the SOQ is present.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that an SOQ is disqualified due to non-responsiveness, the Department 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 the Department'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 the Department'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

The Department will generally select Vendors that have experience in providing a broad range of document storage and document scanning services. However, in order to insure the Department has a varied pool of qualified Contractors, the Department may offer MAs to Vendors that offer a narrow scope of services in more highly specialized areas.

3.4 Master Agreement Award

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

The Department will execute Board of Supervisors-authorized MAs with each selected vendor. All Vendors will be informed of the final selections.