CHIEF EXECUTIVE OFFICE

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

ECONOMIC DEVELOPMENT SERVICES

March 2017

Prepared By

County of Los Angeles

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FACILITY ANCILLARY SERVICES
TABLE OF CONTENTS

SECTION **PAGE**

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FACILITY ANCILLARY SERVICES
TABLE OF CONTENTS

SECTION **PAGE**

TABLE OF CONTENTS

SECTION **PAGE**

APPENDICES:

1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles ("County"), Chief Executive Office ("CEO") is seeking qualified companies to enter into Master Agreements with the County to provide Economic Development Services required by the CEO to inform the work of the County's Economic Development Program and its Economic Development Policy Committee.

Beginning in 2015, the County Board of Supervisors ("Board") made one of its priorities the promotion of economic development to stimulate job growth in the region and help lift County residents out of poverty. In spite of recent economic gains, the County's unemployment rate is higher than the national average, and the County's rate of job growth has trailed that of the State of California in each of the prior six years. In addition, the percentage of households living below the poverty line remains high at 16.9% while the number of individuals living below the poverty line is even greater at 18.7%. The justification for renewed emphasis on economic development can be found in these numbers, and has compelled the County to take stock of its current efforts in this area. With successful implementation of an economic development program, the County can look to incentivize the growth of small business, build a more dynamic workforce, and provide targeted assistance to those individuals facing the greatest barriers to economic success.

The County has numerous tools at its disposal to influence the economic well-being of its residents. The current Economic Development Program was presented in a May 20, 2016 memorandum from the CEO to the Board ("May 20th Report"), which described in detail the implementation strategy for this initiative (A copy of the Implementation Strategy is attached as an Appendix K to this RFSQ). Among the priorities identified in the May 20, 2016 report are improvements to the County's workforce development programs, a focus on real estate development, and the formation of new business loans to stimulate job growth and private investment. The May 20th report emphasized the fact that the County expends in excess of $100 million annually on workforce development, owns more than 4,000 real property assets, and will allocate $15 million annually to business loan programs.

Recognizing that the County has invested significant resources towards economic development, the CEO has determined that Master Agreements for economic development consulting services will help facilitate the successful delivery of its programs. The CEO is seeking a diverse pool of consultants that can assist the County in the design, implementation, and critical review of its economic development strategies. A focus on tangible outcomes, and not processes, shall be the principal factor in determining the County's approach to economic development.

Vendors responding to this RFSQ are encouraged to review Appendix K (Implementation Strategy for an Economic Development Program) for additional background on the County's economic development objects. Economic Development Services shall be those services provided in the following service categories. Vendors who meet the minimum requirements for this RFSQ may seek to qualify in one or more of the following service categories:

Data Collection and Economic Analysis

- Works across County departments to develop measurable outcomes and reports from each department engaged in economic development activities, with the goal of publishing outcomes in order to guide strategic decision-making by County stakeholders.

- Provides statistical analyses of economic trends specific to industry sectors, and targeted industry clusters as defined by the Board of Supervisors, and determine how the County's work may or may not inform these trends.

- Develops economic forecasts in relation to employment trends, gross product, median income, real estate pricing, and other economic indicators.

- Prepares fiscal impact and economic benefit analyses, as well as project feasibility analyses.

- Prepares financial and cash flow analysis for governmental entities using economic data such as property tax and/or sales tax projections.

Business Development

- Identifies emerging industry clusters and determining a strategy to meet the workforce demands of these clusters.

- Streamlines County business assistance programs and facilitates County zoning and permitting process for those interested in doing business with the County.

- Designs and administers loan programs and investment strategies to support local economic growth.

- Provides ongoing regional workforce and business analysis in unincorporated Los Angeles County.

- Develops strategies to encourage business relocation to, and business retention in, the unincorporated areas of the County.

- Identifies commercial vacancies, new development, and redevelopment sites as opportunities for businesses to capitalize on new revenue.

Real Estate Development

- Evaluates potential County real estate development opportunities.

- Evaluates County tax increment financing opportunities.

- Analyzes impacts of land use regulations on attraction and retention of businesses.

- Experience with Public Private Partnerships (P3) including experience in reviewing the project feasibility, evaluating the project's consistency with the County's General Plan, long-term goals, and determining the fiscal impact of the Project.

Community Engagement

- Advises County and engage in community outreach on County's behalf in relation to capital projects and economic development initiatives.

- Provides recommendations regarding communities that could benefit from revitalization efforts and blight removal.

- Experience with and ability to conduct focus groups organized by industry sector or stakeholder interest.

- Experience monitoring compliance with community benefit programs, including policies related to local hire, affordable housing, retail occupancy, and project labor agreements.

General Services

- Monitors and provides written reports on activities of County economic development programs and their efficacy across target populations.

- Identifies and guides applications for grant opportunities to fund County economic development activities.

- Researches nationwide best practices for economic development and makes recommendations for how these could be incorporated at a County level.

- Develops content for and designs a Countywide economic development website and mobile applications.

- Organizes and displays information on County economic development website regarding County programs, dashboards tracking progress of County programs, and outcomes of these programs.

- Provides business and workforce development integration services such as, but not limited to; researching local workforce needs; develop, broker and/or provide workforce development services; conduct research, develop strategies, and facilitate implementation of coordinated workforce and business development services.

1.2 Overview of Solicitation Document

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

- **GENERAL INFORMATION**: Specifies the vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and explains the solicitation process.
- **INSTRUCTIONS TO VENDORS**: Contains instructions to vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (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 department requesting a Solicitation Requirements Review.
    - **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS**: County policy.
    - **D - JURY SERVICE ORDINANCE**: County policy.
    - **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 - SAFELY SURRENDERED BABY LAW**: County program.
    - **H - MASTER AGREEMENT**: This will be the Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable. **Vendors are required to sign and return the signature page of the Master Agreement with the SOQ**.
    - **I** - **CALIFORNIA CHARITIES REGULATION:** Information regarding the Charitable Purposes Act.
    - **J - DEFAULTED PROPERTY TAX REDUCTION PROGRAM**: Information regarding business property tax obligation.

- **K - IMPLEMENTATION STRATEGY FOR AN ECONOMIC DEVELOPMENT PROGRAM:** May 20, 2016 from the Chief Executive Officer.

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 H, Master Agreement, sub-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. Each Work Order request will describe the specialized expertise required for that project, and therefore proposers need not demonstrate expertise in all of the professional specializations noted in Section 1.1 - Scope of Work in order to qualify for the Master Agreement in each service category for which the Vendor is seeking to qualify. In order to qualify, a Vendor must:

1.4.1 Have at least three (3) years' experience, within the last five (5) years providing Economic Development Services for each service category in which it is seeking to qualify, or services equivalent to the services stated in sub-paragraph 1.1 – Scope of Work, and demonstrate said qualifications pursuant to section 2.6.1 – Vendor's Qualifications.

1.4.2 Have at least one (1) office located within the State of California.

1.4.3 Provide a list of three (3) references of current or former customers/clients for which similar services were provided, including the name and phone number of the client's contract manager or person responsible for oversight of the Vendor's activities.

1.4.4 Have completed at least five (5) prior economic development – related projects for a government agency under any of the categories in the Scope of Work herein.

1.4.5 Provide a listing of County programs in which the Vendor (including its affiliates, subsidiaries or parent company) currently provides Economic Development Services.

1.5 New Firm Eligibility

A Vendor may submit an SOQ even if it has not been in business for the minimum number of years required in the paragraph above if its principals, partners or officers personally meet the minimum qualifications. Vendors seeking to qualify under this paragraph must explicitly state so.

1.6 Intentionally Omitted

1.7 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified contractors to provide Economic Development Services. Specific tasks, deliverables, etc. will be determined at the time the Chief Executive Office (CEO) requests Work Order bids.

1.7.1 Master Agreements will be executed with all Vendors determined to be qualified.

1.7.2 Upon the Chief Executive Officer’s execution of these Master Agreements, the qualified vendors will become County Contractors, and thereafter they will from time to time be solicited under competitive conditions to provide as needed Economic Development Services under each Work Order to be issued by County.

1.7.3 Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. 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 Work Order. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. Only those Contractors qualified will be contacted to submit bids.

1.8 Master Agreement Term

1.8.1 The term of the Master Agreement will be three (3) years, with three (3) two-year option periods. Option periods will be exercised at CEO’s discretion.

1.8.2 County will continuously accept SOQs to qualify vendors throughout the duration of the Master Agreement, including the three (3) two-year option periods. The Master Agreement will become effective upon the date of its execution by the CEO or designee and will terminate three (3) years thereafter.

1.9 County Rights & 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.

1.10 Contact with County Personnel

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

Caroline Torosis
Chief Executive Office
500 West Temple Street, Room 750
Los Angeles, California 90012
economicdevelopment@ceo.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 the vendor's SOQ from further consideration.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Vendors 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://lacounty.info/doing_business/main_db.htm. *There are underscores in the address between the words 'doing business' and 'main db'.*

1.12 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.

1.13 Protest Process

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any actual or prospective vendor may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the vendor challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

1.13.2 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.

1.13.3 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:

- 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 Review/Selection/Qualification Section)

1.14 Notice to Vendors Regarding Public Records Act

1.14.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when the County executes a Master Agreement with the qualified vendor(s), all such SOQs submitted in response to this RFSQ become a matter of public record, with the exception of those parts of each SOQ which are defined and identified by the Vendor as business or trade secrets, and plainly marked as “Trade Secret,” “Confidential,” or “Proprietary.”

1.14.2 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 and may subject the entire SOQ to disclosure. The vendor must specifically label only those provisions of the SOQ which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.**

1.15 Indemnification and Insurance

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

1.16 Injury & 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 contained in *sub-paragraph 7.6* and the Independent Contractor Status provision contained in *sub-paragraph 8.21 in Appendix H, 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 not 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, the CEO 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 CEO 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 recommendation.

1.20.5 If the vendor presents evidence in rebuttal to the CEO, the CEO 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 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.

1.21.2 If there is evidence that the vendor may be subject to debarment, the CEO 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 the CEO 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

Vendors 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 Vendor (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 the SOQ.

1.25 Federal Earned Income Credit

Each Vendor 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. Additionally, 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 Work Order(s), the County or its agent will evaluate the vendor's performance under the Master Agreement and Work Order on an annual basis. Such evaluation will include assessing the vendor's compliance with all terms in the Master Agreement and performance standards identified in the Work Order. Vendor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Orders 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 Work Order 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 H - Master Agreement, sub-paragraph 8.39*.

1.29 Safely Surrendered Baby Law

The vendor 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 G* of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.30 County Policy on Doing Business with Small Business

1.30.1 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 its selection process and expanding opportunities for small businesses to compete for its business.

1.30.2 The Local Small Business Enterprise Preference Program requires interested companies to complete a certification process. This program and how to obtain certification are further explained in Section 1.32 of this RFSQ.

1.30.3 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 another. Further explanation of the Jury Service Program is provided in sub-paragraph 1.31 of this Section.

1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in *Appendix C.*

1.31 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 vendors should carefully read the *Jury Service Ordinance, Appendix D*, and the pertinent jury service provisions of the *Appendix H - 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 Vendors 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.

1.31.1 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.

1.31.2 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: 1) have ten or fewer employees; and 2) have 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) are not "affiliates or subsidiaries 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.

1.31.3 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 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.

1.32 Local Small Business Enterprise Preference Program

1.32.1 In reviewing Work Order Bids, the County will give Local SBE preference to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and; 2) has had its principal office located in Los Angeles County for a period of at least one year. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

1.32.2 To apply for certification as a Local SBE, companies may register at the Department of Consumer and Business Affairs website at: http://osb.lacounty.gov.

1.32.3 Certified Local SBEs must request the SBE Preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification affirmed. 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 Local SBE.

1.32.4 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.

1.33 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

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

The vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the vendor on *Appendix A Required Forms - Vendor's Organization Questionnaire/Affidavit*. Failure of the vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 Social Enterprise (SE) 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 an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:

1) A business that qualifies as an 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 an SE.

1.35.2 The DCBA shall certify that an SE meets the criteria set forth in Section 1.35.1.

1.35.3 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.

1.35.4 Further information on SEs is also available on the DCBA's website at: http://dcba.lacounty.gov.

1.36 Intentionally Omitted

1.37 Contractor's Charitable Contributions Compliance

1.37.1 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 I. 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.

1.37.2 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 11 as set forth in Appendix A - Required Forms. A completed Exhibit 11 is a required part of any agreement with the County.

1.37.3 In Exhibit 11, 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,

1.37.4 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)

1.38 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 O, and the pertinent provisions of the Sample Master Agreement, Appendix H, Sub-paragraph 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 12 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.

1.39 Disabled Veteran Business Enterprise Preference Program (DVBE)

1.39.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise (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 Disabled Veteran Business Enterprise; or

2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

1.39.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.

1.39.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

1.39.4 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 Disabled Veteran Business Enterprise.

1.39.5 To request the Disabled Veteran Business Enterprise Preference, a Vendor must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in *Appendix A, Required Forms, Exhibit 13*, with supporting documentation with their proposal.

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.pd.dgs.ca.gov/.

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38 CFR 74 and is also available on the Department of Veterans Affairs Website at: http://www.vetbiz.gov/.

1.40 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.

1.41 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 A (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 H (Sample Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement 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 CEO's sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ 3/15/2017
- Written Questions Due 3/31/2017
- Request for a Solicitation Requirements Review Due 3/31/2017
- Questions and Answers Released 4/15/2017
- **SOQ due by 2:00P.M (Pacific Time) 4/28/2017**

SOQs submitted on or before the initial deadline will be reviewed by the County to determine if the Vendor meets the County's minimum requirements for qualification under one or more categories of service (see RFSQ, Paragraph, 1.5). SOQs submitted after the initial deadline will be reviewed starting in July 2017, and after the execution of the resulting agreements from this RFSQ. The County will continue to accept SOQs after the Agreement is executed; however, the County may, at its sole discretion, elect to stop accepting SOQs at any point.

2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting *Appendix B - Transmittal Form* to Request a RFSQ Solicitation Requirements Review along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

- The request for a Solicitation Requirements Review is received by the department by March 31, 2017.
- The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid;
- The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

- The request for a Solicitation Requirements Review asserts either that:
  - application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the vendor; or,
  - due to unclear instructions, the process may result in the County not receiving the best possible responses from the vendors.

The Solicitation Requirements Review shall be completed and the CEO's determination shall be provided to the vendor, in writing, within a reasonable time prior to the SOQ due date.

All Requests for Review should be submitted to:

Chief Executive Office
Attention: Kirk Shelton, Section Manager
Contracting Section
500 West Temple Street, Los Angeles 90012

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail, fax or e-mail to the Contracts Analyst identified below. All questions must be received by March 31, 2017. All questions, without identifying the submitting firm, 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 passage 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:

Chief Executive Office
Attention: Caroline Torosis
500 West Temple Street, Room 750
Los Angeles, CA 90012
e-mail address: economicdevelopment@ceo.lacounty.gov

2.6 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:

- Vendor's Qualifications **(Section A)**
  - Vendor's Background and Experience (Section A.1)
  - Vendor's References (Section A.2)
  - Vendor's Pending Litigation and Judgments (Section A.3)
  - Required Forms as outlined in *Appendix A* (Section A.4)
- Proof of Insurability **(Section B)**
- Proof of Licenses and/or Certifications **(Section C)**

2.6.1 Vendor's Qualifications (Section A)

Demonstrate that the vendor's organization has the experience to perform the required services under any or all of the service categories in Section 1.1 - Statement of Work. The following sections must be included:

Section A.1 - Vendor's Background and Experience

The vendor shall complete, sign and date the *Vendor's Organization Questionnaire/Affidavit – Exhibit 2* as set forth in *Appendix A*. **The person signing the form must be authorized to sign on behalf of the vendor and to bind the vendor in a Master Agreement**. Provide a summary of relevant background information to demonstrate that the vendor meets the minimum qualifications for each service category in which the Vendor is seeking to qualify, including years in service, stated in sub-paragraph 1.4 of this RFSQ. This summary is not to exceed 1000 words for each service category in which the Vendor is seeking to qualify. Vendor must have the capability to perform the required services as a corporation, limited liability company (LLC) or other entity.

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 Contracts.

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.

Corporation 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.

Summary of Categories

Vendor must provide a brief description of each category of service it intends to qualify for under this RFSQ.

Section A.2 - Vendor's References

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 – *Prospective Contractor References/Prospective Contractor List of Contracts - Exhibits 7 and 8* as set forth in *Appendix A*.

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
- the Department is unable to reach the point of contact with reasonable effort. It is the vendor's responsibility to inform the point of contact that the County may attempt to contact the point of contact during normal working hours.

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

a. *Prospective Contractor References, Exhibit 7*

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

Section A.3 - Vendor's Pending Litigation and Judgments

Identify by name, case and court jurisdiction any pending litigation in which vendor is involved, or judgments against vendor in the past three (3) years. Provide a statement describing the size and scope of any pending or threatening litigation against the vendor or principals of the vendor.

Section A.4 - Required Pages of Master Agreement

Include the following forms as provided in Appendix A – Required Forms. Complete, sign and date all forms.

EXHIBITS:

1 VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

2 CERTIFICATION OF NO CONFLICT OF INTEREST

3 VENDOR'S EEO CERTIFICATION

4 REQUEST FOR PREFERENCE PROGRAM CONSIDERATION

5 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

6 PROSPECTIVE CONTRACTOR REFERENCES

7 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

8 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

10 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

11 CHARITABLE CONTRIBUTIONS CERTIFICATION

12 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

13 ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

2.6.2 Proof of Insurability (Section B)

Vendor must provide proof of insurance that meets all insurance requirements set forth in the *Appendix H - Master Agreement, sub-paragraphs 8.23 and 8.24.*

2.6.3 Proof of Licenses and/or Certifications (Section C)

Vendor must furnish a copy of all applicable licenses as set forth in section 1.4 Vendor's Minimum Qualifications.

2.7 SOQ Submission

The original SOQ and one (1) labeled copy shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the vendor and bear the words: **"SOQ FOR ECONOMIC DEVELOPMENT SERVICES."**

The SOQ and any related information shall be delivered or mailed to:

Chief Executive Office
Attention: Caroline Torosis
500 West Temple Street, Room 750
Los Angeles, CA 90012

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, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

SOQs not received by the initial due date may be reviewed at a later date to determine if they meet the qualifications listed in the RFSQ.

2.8 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement of, acceptance of, and a willingness to comply with, all terms and conditions of the *Appendix H - Master Agreement*.

2.9 SOQ Withdrawals

The vendor may withdraw its SOQ at any time prior to award of Master Agreement, upon written request for same to:

Chief Executive Office
Attention: Caroline Torosis
500 West Temple Street, Room 750
Los Angeles, CA 90012
e-mail address: economicdevelopment@ceo.lacounty.gov

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 the vendor's Organization Questionnaire/Affidavit, *Exhibit 1 of Appendix A, Required Forms* and supporting narrative to determine if the vendor meets the minimum qualifications for each service category in which the vendor seeks to qualify as outlined in sub-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 CEO may elect to waive any noncompliance in an SOQ if the sum and substance of the SOQ is present.

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 of the SOQ. The review will include verification of references submitted 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.3 of the SOQ.

3.1.3 Required Forms

All forms listed in Section A.4 must be included in **Section A** of the SOQ.

3.1.4 Proof of Insurability

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

3.1.5 Proof of Licenses

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

3.2 Disqualification Review

An SOQ may be disqualified from consideration if the County determines it is non-responsive at any time during the review process. If the County determines that an SOQ is disqualified due to non-responsiveness, the County 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 by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

A Disqualification Review shall only be granted under the following circumstances:

A. The firm/person requesting a Disqualification Review is a Vendor;

B. The request for a Disqualification Review is submitted timely; and

C. The request for a Disqualification Review asserts that the CEO's determination of disqualification due to SOQ 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 CEO's determination shall be provided to the Vendor in writing prior to the conclusion of the review process.

3.3 Selection/Qualification Process

The CEO generally selects vendors that have experience in providing a broad range of services. However, in order to ensure the CEO has at its disposal a varied pool of qualified vendors, the CEO 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 the CEO that they appear to have the necessary qualifications and experience (i.e., 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 the CEO's satisfaction can a qualified vendor be regarded as "selected" for recommendation of a Master Agreement.

The Chief Executive Officer will execute Board-authorized Master Agreements with each selected vendor. All vendors will be informed of the final selections.

APPENDICES:

Appendix A	Required Forms
Appendix B	Transmittal Form to Request a Solicitation Requirements Review
Appendix C	County of Los Angeles Policy on Doing Business with Small Business
Appendix D	Jury Service Ordinance
Appendix E	Listing of Contractors Debarred in Los Angeles County
Appendix F	IRS Notice 1015
Appendix G	Safely Surrendered Baby Law
Appendix H	Sample Master Agreement
Appendix I	California Charities Regulation
Appendix J	Defaulted property Tax Reduction Program
Appendix K	Implementation Strategy for an Economic Development Program (May 20, 2016)