



# **DEPARTMENT OF MENTAL HEALTH**

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

### **PROJECT MANAGEMENT SERVICES**

**BID NO. DMH110918B1**

Prepared By  
County of Los Angeles  
Contracts Development & Administration Division

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)**  
**PROJECT MANAGEMENT SERVICES**  
**TABLE OF CONTENTS**

| <b><u>SECTION</u></b>                                                    | <b><u>PAGE</u></b> |
|--------------------------------------------------------------------------|--------------------|
| <b>1.0 GENERAL INFORMATION .....</b>                                     | <b>1</b>           |
| 1.1 Purpose.....                                                         | 1                  |
| 1.2 Scope of Work .....                                                  | 1                  |
| 1.3 Overview of Solicitation Document.....                               | 3                  |
| 1.4 Terms and Definitions .....                                          | 4                  |
| 1.5 Vendor's Minimum Qualifications .....                                | 4                  |
| 1.6 Intentionally Omitted .....                                          | 5                  |
| 1.7 Master Agreement Process.....                                        | 5                  |
| 1.8 Master Agreement Term .....                                          | 6                  |
| 1.9 County Rights and Responsibilities .....                             | 6                  |
| 1.10 Contact with County Personnel .....                                 | 7                  |
| 1.11 Mandatory Requirement to Register on County's WebVen.....           | 7                  |
| 1.12 County Option to Reject SOQs/Cancel RFSQ.....                       | 7                  |
| 1.13 Protest Process.....                                                | 7                  |
| 1.14 Notice to Vendor's Regarding Public Records Act.....                | 8                  |
| 1.15 Indemnification and Insurance .....                                 | 8                  |
| 1.16 Intentionally Omitted .....                                         | 9                  |
| 1.17 Injury and Illness Prevention Program (IIPP).....                   | 9                  |
| 1.18 Background and Security Investigations.....                         | 9                  |
| 1.19 Confidentiality and Independent Contractor Status .....             | 9                  |
| 1.20 Conflict of Interest .....                                          | 9                  |
| 1.21 Determination of Vendor Responsibility.....                         | 9                  |
| 1.22 Vendor Debarment.....                                               | 10                 |
| 1.23 Vendor's Adherence to County Child Support Compliance Program ..... | 12                 |
| 1.24 Gratuities .....                                                    | 12                 |
| 1.25 Notice to Vendors Regarding the County Lobbyist Ordinance .....     | 13                 |
| 1.26 Federal Earned Income Credit .....                                  | 13                 |
| 1.27 Consideration of GAIN/GROW Participants for Employment.....         | 13                 |
| 1.28 County's Quality Assurance Plan .....                               | 14                 |
| 1.29 Recycled Bond Paper .....                                           | 14                 |

| <b><u>SECTION</u></b>                                                                                            | <b><u>PAGE</u></b> |
|------------------------------------------------------------------------------------------------------------------|--------------------|
| 1.30 Safely Surrendered Baby Law .....                                                                           | 14                 |
| 1.31 County Policy on Doing Business with Small Business .....                                                   | 14                 |
| 1.32 Local Small Business Enterprise (LSBE) Preference Program .....                                             | 15                 |
| 1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program.....                                          | 16                 |
| 1.34 Disabled Veteran Business Enterprise (DVBE) Preference Program .....                                        | 16                 |
| 1.35 Social Enterprise (SE) Preference Program .....                                                             | 17                 |
| 1.36 Notification to County of Pending Acquisitions/Mergers by Proposing Company .                               | 17                 |
| 1.37 Business Associate Agreement Under the Health Insurance Portability and<br>Accountability Act of 1996 ..... | 17                 |
| 1.38 Charitable Contributions Compliance .....                                                                   | 18                 |
| 1.39 Defaulted Property Tax Reduction Program .....                                                              | 18                 |
| 1.40 Jury Service Program.....                                                                                   | 19                 |
| 1.41 Time off for Voting.....                                                                                    | 20                 |
| 1.42 Vendor's Acknowledgement of County's Commitment to Zero Tolerance<br>Policy on Human Trafficking.....       | 21                 |
| 1.43 Intentionally Omitted .....                                                                                 | 21                 |
| 1.44 Default Method of Payment: Direct Deposit or Electronic Funds Transfer .....                                | 21                 |
| 1.45 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment<br>Hiring Practices .....         | 22                 |
| 1.46 Financial Viability.....                                                                                    | 22                 |
| <b>2.0 INSTRUCTIONS TO VENDORS .....</b>                                                                         | <b>22</b>          |
| 2.1 County Responsibility.....                                                                                   | 22                 |
| 2.2 Truth and Accuracy of Representations .....                                                                  | 22                 |
| 2.3 RFSQ Timetable .....                                                                                         | 22                 |
| 2.4 Solicitation Requirements Review .....                                                                       | 23                 |
| 2.5 Vendors' Questions.....                                                                                      | 23                 |
| 2.6 Vendors' Conference .....                                                                                    | 24                 |
| 2.7 Preparation and Format of the SOQ.....                                                                       | 24                 |
| 2.8 SOQ Submission .....                                                                                         | 29                 |
| 2.9 Acceptance of Terms and Conditions of Master Agreement.....                                                  | 29                 |
| 2.10 SOQ Withdrawals .....                                                                                       | 29                 |
| <b>3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS .....</b>                                                      | <b>29</b>          |
| 3.1 Review Process .....                                                                                         | 29                 |
| 3.2 Disqualification Review .....                                                                                | 30                 |

|     |                                      |    |
|-----|--------------------------------------|----|
| 3.3 | Selection/Qualification Process..... | 31 |
| 3.4 | Master Agreement Award.....          | 31 |

**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 | Background and Resources: California Charities Regulation          |
| Appendix J | Defaulted Property Tax Reduction Program                           |

## **1.0 GENERAL INFORMATION**

### **1.1 Purpose**

The County of Los Angeles (County), Department of Mental Health (DMH), Department of Public Health (DPH), and Department of Health Services (DHS) are seeking qualified vendors to enter into Master Agreements with the County to provide Project Management services. The purpose of this Request for Statement of Qualifications (RFSQ) is to solicit Statement of Qualifications (SOQ) from vendors that meet the minimum qualifications to provide Project Management services. A Project Management Services Master Agreement (Master Agreement) will be offered to all vendors determined to be qualified in one or more Project Management service categories with the County. Such contractors who qualify to be on the Master Agreement list will be available to provide Project Management services that align with the County's established framework and approach to implementation of Federal, State, County and departmental goals, strategies, and objectives through the planning, development, and implementation of (1) strategic plans, goals, and objectives; and (2) collaborative programs and initiatives with other State or County departments.

Vendor must demonstrate the ability to (1) plan, analyze, develop, implement, and/or manage projects; (2) provide recommendations based on clear and transparent solutions; and (3) take actionable steps to assist with the monitoring and completion of projects.

Upon execution of the Master Agreements, the qualified Vendors will become County Contractors, and thereafter be solicited under competitive solicitations to provide as needed Project Management services under the Work Orders to be issued by the County. Work Orders shall include a Statement of Work (SOW) which shall describe in detail the particular project and the work required for the performance thereof. Only qualified vendors in the applicable Project Management services category on the Master Agreement list will be solicited under competitive solicitations.

### **1.2 Scope of Work**

Project Management services categories include but are not limited to:

#### **Strategic Management**

Assist department and/or various stakeholder groups with strategic planning efforts to turn visions into reality. This includes but is not limited to research, facilitation of meetings, stakeholder buy-in, data analysis, and the development of reports that reflect the goals, vision, and mission that fully integrate all aspects of the department or program and are consistent with departmental initiatives.

### **Program Planning, Development, and Implementation**

Assist with the planning, development, and implementation of departmental programs and initiatives through the identification of tasks, milestones, time/budget resources necessary to set clear expectations, and then through execution and controlling processes, turning the tasks and milestones into real measurable work. This includes but is not limited to: (1) support; (2) consultation; (3) facilitation of meetings for commissions, agencies, contractors, focus groups, and/or stakeholder groups; (4) research; and (5) the development/analysis of reports.

### **Program Monitoring**

Assist with planning and conducting the monitoring of departmental programs, both contracted and directly operated to ensure compliance with program guidelines, fiscal requirements, and national, state, and local government policies. This includes but is not limited to developing monitoring instruments, conducting interviews formal and/or questionnaires, meeting with contractors, writing reports, assisting with corrective action plans and/or program recommendations.

### **Performance Measurement**

Assist with the evaluation of work and the measurement of success against a specific set of criteria. Develop key service delivery standards for department services/programs, related performance and outcome measures/deliverables, and/or performance measurement systems to monitor the change in public service delivery as well as capture best practices. This area may also include development of baseline organization effectiveness data for internal and external services and trainings required to completely and comprehensively implement a program.

### **Customer Relations**

Evaluate customer service needs and identify/create processes that will assess and measure customer experiences and whose measurements will become the foundation for driving accountability for customer excellence at the frontline. Develop and implement curricula so staff is trained in implementing and delivering world class customer service.

### **Training**

Evaluate, develop, and provide training and ongoing consultation to enhance the skills of the workforce and other stakeholder groups such as commissions, agencies, and volunteers. This includes but is not limited to the development of

all training materials (printed or digital) and conducting classroom and/or web-based trainings.

### **Marketing and Communication**

Develop and support clear and focused multi-media strategies that serve to enhance departmental communication, both internal and external to the organization and in collaboration with agencies/providers, community-based organizations, clients, family members, and the general public.

### **Emergency Outreach**

Evaluate and develop an emergency planning, response and business continuity plan, with the goal of tailoring preparedness strategies to eliminate or minimize impact both internal and external to health, public health or mental health systems.

### **Grant Writing and Grant Administration**

Provide department with assistance in writing, assembling, and submitting grant applications to federal, State, and private funding agencies. Coordinate with program staff on grant development activities. Establish and maintain contact with funding agency representatives. Conduct funding opportunity searches.

### **Process Improvement**

Assist the Department and/or various stakeholder groups with streamlining operational processes, reducing or eliminating redundancies, and improving efficiency for the purpose of enhancing service delivery. Vendors may be asked to evaluate work processes and make recommendations for improvement, provide assistance in the implementation of such efforts, and document the expected outcomes.

## **1.3 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 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 Code.
- D - Jury Service Ordinance:** County Code.
- 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:** The Master Agreement used for this solicitation. **The terms and conditions shown in the Master Agreement are not negotiable.**
- I - 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.
- J - Defaulted Property Tax Reduction Program:** County Code.

**1.4 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, Sample Master Agreement, Paragraph 2 - Definitions.

**1.5 Vendor's Minimum Qualifications**

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

- 1.5.1 Vendor must have two (2) years' experience, within the last five (5) years providing similar Project Management consultant services as referenced in Section 1.2 Scope of Work. Vendor must provide a description (including dates) of its methodology, process or approach utilized in prior consultation services. **Description of prior consultation service(s) must be labeled and attached as Exhibit MQ-1.**
- 1.5.2 Vendor must provide a description of a prior consultant service that assisted an entity in evaluating its performance before and after the



Vendor's engagement with that entity. **Description of this experience must be labeled and attached as Exhibit MQ-2.**

- 1.5.3 Vendor's project manager must have two (2) years' experience, within the last five (5) years, providing similar Project Management consultant services. Vendor must provide a description (including dates) of its project manager consultant experiences. **Description of project manager's experience must be labeled and attached as Exhibit MQ-3. (Not applicable to a vendor who identifies as a Sole Proprietorship).**
- 1.5.4 Vendor must submit **three to five (3-5)** signed letters of references relating to the same or similar scope of services provided within the last five (5) years as identified in Exhibit 7 (Prospective Contractor References) Appendix A – Required Forms. **Los Angeles County shall not be used as a reference. Reference letters must be labeled and attached as Exhibit MQ-4.**
- 1.5.5 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. **DMH will verify.**

## **1.6 'INTENTIONALLY OMITTED'**

## **1.7 Master Agreement Process**

The objective of this RFSQ process is to secure a pool of qualified Vendors to provide Project Management services as referenced in Section 1.2 Scope of Work. Specific tasks, deliverables, etc. will be determined at the time the Department requests Work Order bids.

- 1.7.1 Master Agreements will be executed with all Vendors determined to be qualified by category. The execution of the Master Agreement does not guarantee that a Vendor will be used by the County or any minimum or maximum amount of utilization of services will be used. The use of Vendor and the amount of its services to be used will be determined at the sole discretion of the County.
- 1.7.2 Upon execution of the Master Agreements, the qualified Vendors will become County Contractors. Thereafter, Contractors, depending on demonstrated experience and qualifications in one or more of the Project Management categories as referenced in Section 1.2 Scope of Work, be solicited under competitive conditions to provide as needed Project Management services under Work Orders to be issued by County. Work Orders shall include a SOW 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 only compensation made to eligible Contractors under the Master Agreement will be through satisfactorily work performed as defined the SOW. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.

- 1.7.3 Only those Contractors qualified for the specific Project Management Services categories will be contacted to submit bids in response to the competitive solicitations. The applicable Department's release of competitive solicitations will be at the County's sole discretion.

## **1.8 Master Agreement Term**

- 1.8.1 The term of the Master Agreements will be eight (8) years as authorized by the Los Angeles County Board of Supervisors (Board). At the conclusion of the eight (8) year term, the County shall have the option to extend the term for two (2) additional years on a year-to-year basis, not to exceed, in aggregate, a maximum total Master Agreement term of ten (10) years. The two (2) year-to-year extension shall be exercised at the sole discretion of DMH.

- 1.8.2 DMH will continuously accept SOQs throughout the duration of the Master Agreement term to qualify additional vendors. The Master Agreements will become effective upon the date of its execution by the Director of DMH, or his designee, and shall expire at the same time when the Board approves the initially executed Master Agreements, unless extended or terminated sooner. Contractors added to the Master Agreement will have the same contract term.

## **1.9 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 RFSQ document and any authorized written addenda thereto. Such addendum shall be made available at the following websites:

### **Department of Mental Health**

#### **Contracts Development & Administrative Division**

<https://dmh.lacounty.gov/contract-opportunities/open-solicitations/>

#### **Los Angeles County – Doing Business With Us home page**

<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

It is the Vendor's responsibility to check the above referenced websites regularly. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

#### **1.10 Contact with County Personnel**

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

Dana Ong, Administrative Services Manager II  
County of Los Angeles, Department of Mental Health  
Contracts Development & Administration Division  
[solicitationsteam@dmh.lacounty.gov](mailto:solicitationsteam@dmh.lacounty.gov)

**\*Please indicate on the subject line of the email "Project Management Services RFSQ".**

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.

#### **1.11 Mandatory Requirement to Register on County's WebVen**

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

#### **1.12 County Option to Reject SOQs/Cancel/Close RFSQ**

The County, through actions of the Director of DMH may, at his sole discretion, reject any or all SOQs submitted in response to this RFSQ. In addition, the RFSQ process may be canceled or closed at any time, when the Director of DMH determines at his sole discretion that it is in the best interest of the County. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County 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 prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.13.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as

described in the Sections below.

- 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:

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

**1.14 Notice to Vendor's Regarding Public Records Act**

- 1.14.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when DMH recommends the qualified Vendor(s) to the 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."

- 1.14.2 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. The Vendor must specifically label only those provisions of their respective 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 – 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 H – Sample Master Agreement, sub-paragraphs 8.23 and 8.24.

**1.16 'INTENTIONALLY OMITTED'**

**1.17 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.

**1.18 Background and Security Investigations**

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

**1.19 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 H – Sample Master Agreement.

**1.20 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 A - Required Forms Exhibit 3, Certification of No Conflict of Interest.

**1.21 Determination of Vendor Responsibility**

1.21.1 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.

1.21.2 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.

1.21.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board, 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.

- 1.21.4 If there is evidence that the Vendor may not be responsible, DMH shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. DMH 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 DMH's recommendation.
- 1.21.5 If the Vendor presents evidence in rebuttal to DMH, DMH shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Vendor shall reside with the Board.
- 1.21.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

## **1.22 Vendor Debarment**

- 1.22.1 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board 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.
- 1.22.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, DMH 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.

- 1.22.3 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 DMH shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 1.22.4 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. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.5 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.
- 1.22.6 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.
- 1.22.7 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.22.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.22.9 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.

### **1.23 Vendor's Adherence to County Child Support Compliance Program**

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

### **1.24 Gratuities**

#### **1.24.1 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.

#### **1.24.2 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.



### **1.24.3 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.

### **1.25 Notice to Vendors Regarding the County Lobbyist Ordinance**

The Board of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms Exhibit 6, as part of their SOQ.

### **1.26 Federal Earned Income Credit**

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

### **1.27 Consideration of GAIN/GROW Participants for Employment**

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

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

**1.28 County's Quality Assurance Plan**

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will monitor the Contractor's performance under the Master Agreement and Work Order on an annual basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Master Agreement and performance standards identified in the Work Order. Contractor's deficiencies which the County determines are significant 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.

**1.29 Recycled Bond Paper**

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

**1.30 Safely Surrendered Baby Law**

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix G (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

**1.31 County Policy on Doing Business with Small Business**

The County of Los Angeles has three preference programs that address small business. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

- 1.31.1 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a WOS. These programs and how to obtain certification are further explained in paragraphs 1.32, 1.34, and 1.35 of this solicitation.

- 1.31.2 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any WOS.
- 1.31.3 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 1.31.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C.

### **1.32 Local Small Business Enterprise (LSBE) Preference Program**

- 1.32.1 In reviewing Work Order 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' (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 DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 1.32.2 To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- 1.32.3 Certified LSBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.
- 1.32.4 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 (LSBE) Prompt Payment Program**

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

### **1.34 Disabled Veteran Business Enterprise (DVBE) Preference Program**

1.34.1 In reviewing Work Order Bids, the County will give preference during the WOS process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the DCBA' inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.34.2 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 1.34.1, 1 or 2 above.

1.34.3 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.

1.34.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>

1.34.5 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/>.

### **1.35 Social Enterprise (SE) Preference Program**

1.35.1 In reviewing Work Order Bids, the County will give preference during the WOS 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 DCBA as a SE.

1.35.2 The DCBA shall certify that a 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 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 Appendix A - Required Forms Exhibit 2, Vendor's Organization Questionnaire/Affidavit and CBE Information. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

### **1.37 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 H, Sample Master Agreement, Exhibit I.

### **1.38 Charitable Contributions Compliance**

- 1.38.1 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.
- 1.38.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 12 as set forth in Appendix A - Required Forms. A completed Exhibit 12 is a required part of any agreement with the County.
- 1.38.3 In Exhibit 12, prospective contractors certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,
- OR -
- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 1.38.4 Prospective County contractors that do not complete Exhibit 12 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

### **1.39 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 J, 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 13 in Appendix A – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

#### **1.40 Jury Service Program**

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix D, and the pertinent jury service provisions of the Appendix H – 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.

1.40.1 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.

- 1.40.2 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.
- 1.40.3 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.

#### **1.41 Time Off for Voting**

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



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

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

Vendors are required to complete Exhibit 14 (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.

#### **1.43 'INTENTIONALLY OMITTED'**

#### **1.44 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 1.44.1 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 a 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).
- 1.44.2 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.
- 1.44.3 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.
- 1.44.4 Upon contract award or at any time during the duration of the 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.

#### **1.45 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 16 (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.

#### **1.46 Financial Viability**

For this RFSQ, Vendors are exempt from submitting financial statements based on DMH's Financial Responsibility Requirements for Contracting Policy No. 813.04. [http://file.lacounty.gov/SDSInter/dmh/1042080\\_813\\_04.pdf](http://file.lacounty.gov/SDSInter/dmh/1042080_813_04.pdf). However, financial statements will be requested upon issuance of future WOS.

### **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 SOQ.

#### **2.1 County Responsibility**

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

#### **2.2 Truth and Accuracy of Representations**

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

#### **2.3 RFSQ Timetable**

##### **The timetable for this RFSQ is as follows:**

- Release of RFSQ ..... November 9, 2018
- Request for a Solicitation Requirements Review Due ..... November 28, 2018  
(10 business days after release of RFSQ, excluding holidays)
- Vendor's Questions due by 12:00 p.m. (P.S.T.) ..... November 28, 2018

- Questions and Answers Released..... December 10, 2018
- Initial SOQ due by 12:00 p.m. (P.S.T.).....January 7, 2019

**DMH will continuously accept SOQs throughout the duration of the Master Agreement term. All SOQs received by the initial due date and time indicated above will be reviewed. SOQs submitted **AFTER** the initial due date and time indicated above shall be considered for review at the convenience of the County.**

## **2.4 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review to 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 email identified below. All questions must be received by **12:00 p.m. (P.S.T.) on Wednesday, November 28, 2018**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The Addendum will be posted on DMH's website at <https://dmh.lacounty.gov/contract-opportunities/open-solicitations/> and the Los Angeles County Doing Business With Us home page at

<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp> on **Monday, December 10, 2018.**

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 responses.

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. **When submitting questions, please indicate on the subject line of the email “Project Management Services RFSQ” so that questions may be addressed in a timely manner.**

Questions should be addressed to:

[solicitationsteam@dmh.lacounty.gov](mailto:solicitationsteam@dmh.lacounty.gov)

During the duration of the Master Agreement term, Vendors may submit questions regarding the RFSQ to [solicitationsteam@dmh.lacounty.gov](mailto:solicitationsteam@dmh.lacounty.gov). County reserves the right to compile any frequently asked questions and the corresponding responses in an addendum to this RFSQ on a periodically basis. **It is the sole responsibility of the Vendor to check the two referenced websites listed above regularly.**

## **2.6 Vendors’ Conference**

A Vendors’ Conference **WILL NOT** be held for this RFSQ.

## **2.7 Preparation and Format of the SOQ**

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

In preparing the SOQ, Vendors shall ensure the following:

- Submit one (1) original and two (2) copies, **AND** an electronic version of the SOQ on a thumb drive/compact disk.
- The cover of the original SOQ must clearly state “Original”. The original SOQ and two (2) copies must state the Project Management Services SOQ, RFSQ Bid No. DMH110918B1, and the name of Vendor’s organization/firm.
- SOQ must be typewritten on standard size (8-1/2” x 11”) sheets of white paper, single-sided and double-spaced, 12-point Arial font size. No other font size or smaller point size may be used in the SOQ. Margins must be at least one (1) inch each (left, right, top and bottom).
- SOQ shall be bound in standard, locking, 3-ring notebooks.
- Pages must be numbered consecutively, including attachments/exhibits.

- Each section must be specifically labeled with tab inserts and in the order indicated below.

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

- Transmittal Letter
- 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 Transmittal Letter**

The Transmittal Letter must be on the Vendor's stationery and includes the following:

- Full legal name of Vendor/company and name of DBA, company address, telephone number, and email address.
- Name, title, address, telephone, email address of the person or person(s) to be used for contact and authorized person(s) to represent the Vendor to bind the Vendor in a Master Agreement.
- The Project Management services categories for which the Vendor is applying.

#### **2.7.2 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.

#### **2.7.3 Vendor's Qualifications (Section A)**

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

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

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit and CBE Information – Exhibit 2 as set forth in Appendix A.

##### **SOQ Category Specific Qualifications**

For each category for which Vendor is attempting to qualify, Vendor must provide a Statement of Experience (SOE) that includes

sufficient details to demonstrate Vendor's ability to carry out the Project Management services needs of the Department and meets the minimum qualifications (including dates of the consultation services) stated in the Section 1.5 (Vendor's Minimum Qualifications) of the RFSQ. Do not merely restate the requirements.

**The SOE for each desired category must not exceed four (4) pages. Attachments such as pamphlets, curriculums, etc. are excluded in the page limit. Each SOE must include:**

- 1) a written statement demonstrating that the Vendor has two (2) years' experience within the last five (5) years providing similar Project Management consultant services.
- 2) a detailed description of Vendor's methodology, process or approach utilized in prior consultant services.
- 3) a detailed description of a prior consultant service that assisted an entity in evaluating its performance before and after the Vendor's engagement with that entity.
- 4) a detailed description demonstrating that the Vendor's project manager has two (2) years' experience within the last five (5) years providing similar Project Management consultant services **(not applicable to a vendor who identifies as a Sole Proprietorship)**.
- 5) one (1) sample (i.e., pamphlets, curriculums, etc.) of a prior Project Management services consultant project.

#### **Organizational Structure**

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

#### **Required Support Documents:**

##### **Corporations or Limited Liability Company (LLC):**

The Vendor must submit the following documentation with the SOQ:

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

**Limited Partnership:**

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

**B. Vendor’s References (Section A.2)**

It is the Vendor’s sole responsibility to ensure that the firm’s name, and point of contact’s name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 7 and 8.

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 of 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 to five (3-5)** signed letters of references where the same or similar scopes of services were provided within the last five (5) years.

b. Prospective Contractor List of Contracts, **Exhibit 8**

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

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

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved as a plaintiff or a defendant, 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 or by the Vendor or principals of the Vendor.

**If there is no pending litigation and judgments, provide a statement and indicate “not applicable”.**

#### **2.7.4 Required Forms (Section B)**

All forms listed in Appendix A, (Required Forms) to this RFSQ must be fully completed and included in the corresponding section of the SOQ.

##### **Appendix A – Required Forms**

Exhibit 1 – Statement of Qualifications

Exhibit 2 – Vendor's Organization Questionnaire/Affidavit and CBE Information

Exhibit 3 – Certification of No Conflict of Interest

Exhibit 4 – Vendor's EEO Certification

Exhibit 5 – Request for Preference Program Consideration

Exhibit 6 – Familiarity with the County Lobbyist Ordinance Certification

Exhibit 7 – Prospective Contractor References

Exhibit 8 – Prospective Contractor List of Contracts

Exhibit 9 - Prospective Contractor List of Terminated Contracts

Exhibit 10 – Attestation of Willingness to Consider GAIN/GROW Participants

Exhibit 11 – County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

Exhibit 12 – Charitable Contributions Certification

Exhibit 13 – Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit 14 – Zero Tolerance Policy on Human Trafficking Certification

Exhibit 15 – 'Intentionally Omitted'

Exhibit 16 – Compliance with Fair Chance Employment Hiring Practices Certification

#### **2.7.5 Proof of Insurability (Section C)**

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

#### **2.7.6 Proof of Licenses (Section D)**

Vendor must furnish a copy of all applicable licenses.

### **2.8 SOQ Submission**

The original SOQ, two (2) numbered copies, and a thumb drive/compact disk 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:

**“Project Management Services SOQ”**

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

**County of Los Angeles – Department of Mental Health  
Contracts Development & Administration Division  
550 S. Vermont Ave., 5<sup>th</sup> Floor, Room 500  
Los Angeles, CA 90020  
Attn: Dana Ong**

**It is the sole responsibility of the Vendor to ensure that its SOQ is received before the submission deadline identified in subparagraph 2.3 (RFSQ Timetable). 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.**

**THERE WILL BE NO EXCEPTIONS!**

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

### **2.9 Acceptance of Terms and Conditions of Master Agreement**

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix H – 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 individual identified in subparagraph 1.10 of this RFSQ, Contact with County Personnel.

## **3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**

### **3.1 Review Process**

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

### **3.1.1 Adherence to Minimum Qualifications**

County shall review the Vendor's Organization Questionnaire/Affidavit and CBE Information - Exhibit 2 of Appendix A, Required Forms, and determine if the Vendor meets the minimum qualifications as outlined in sub-paragraph 1.5 of this RFSQ.

Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration. DMH may elect to waive any informality 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:

- 1) Vendor's Background and Experience 2) Vendor's Required Supporting Documents as a corporation or Limited Liability Company (LLC) as provided in **Section A.1** of the SOQ.
- Vendor's References as provided in **Section A.2**. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against or by the Vendor as provided in **Section A.3**.

### **3.1.3 Required Forms**

All forms listed in Section 2, sub-paragraph 2.7.4 must be included in **Section B** of the SOQ.

### **3.1.4 Proof of Insurability**

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

### **3.1.5 Proof of Licenses**

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

## **3.2 Disqualification Review**

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

DMH will generally select Vendors that have experience in providing a broad range of Project Management services. However, in order to ensure DMH has a varied pool of qualified Contractors, DMH may offer Master Agreements to Vendors that offer a narrow scope of services as defined by its categories of services.

### **3.4 Master Agreement Award**

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

DMH will execute Board of Supervisors-authorized Master Agreements with each selected vendor. All Vendors will be informed of the final selections.