



**COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT**

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

RFSQ NO. 104517

**AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR
MASTER AGREEMENT**

DECEMBER 2015

**Prepared By
County of Los Angeles**

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR
MASTER AGREEMENT**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 GENERAL INFORMATION	1
1.1 Scope of Work.....	1
1.2 Overview of Solicitation Document.....	1
1.3 Terms and Definitions.....	2
1.4 Vendor's Minimum Qualifications	2
1.5 Acceptance of Terms and Conditions of As-Needed SOE Repair Master Agreement.....	2
1.6 Master Agreement Process	2
1.7 Master Agreement Term.....	3
1.8 County Rights & Responsibilities.....	3
1.9 Contact with County Personnel	3
1.10 Mandatory Requirement to Register on County's WebVen.....	4
1.11 County Option to Reject SOQs.....	4
1.12 Protest Process	4
1.13 Notice to Vendor's Regarding Public Records Act	5
1.14 Indemnification and Insurance.....	5
1.15 SPARTA Program	5
1.16 Injury and Illness Prevention Program (IIPP)	5
1.17 Background and Security Investigations	6
1.18 Confidentiality and Independent Contractor Status	6
1.19 Conflict of Interest.....	6
1.20 Determination of Vendor Responsibility	6
1.21 Vendor Debarment	7
1.22 Vendor's Adherence to County Child Support Compliance Program	9
1.23 Gratuities	9
1.24 Notice to Vendors Regarding the County Lobbyist Ordinance	10
1.25 Federal Earned Income Credit	10
1.26 Consideration of GAIN/GROW Participants for Employment	11
1.27 County's Quality Assurance Plan	11
1.28 Recycled Bond Paper	11

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR
MASTER AGREEMENT**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.29 Safely Surrendered Baby Law.....	11
1.30 County Policy on Doing Business with Small Business.....	12
1.31 Jury Service Program	12
1.32 Local Small Business Enterprise	13
1.33 Local Small Business Enterprise (SBE) Prompt Payment Program.....	14
1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company ..	14
1.35 Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")	14
1.36 Defaulted Property Tax Reduction Program.....	14
1.37 Time off for Voting	15
2.0 INSTRUCTIONS TO VENDORS.....	16
2.1 County Responsibility	16
2.2 Truth and Accuracy of Representations	16
2.3 Solicitation Requirements Review	16
2.4 Vendors' Questions	17
2.5 Preparation and Format of the SOQ.....	17
2.6 SOQ Submission	23
2.7 SOQ Withdrawals	23
3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS.....	24
3.1 Review Process.....	24
3.2 Disqualification Review.....	25
3.3 Selection/Qualification Process	25
3.4 Master Agreement Award.....	25

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR
MASTER AGREEMENT**

TABLE OF CONTENTS

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: Defaulted Property Tax Reduction Program

APPENDIX J: Statement of Work (SOW)

1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles ("County"), Internal Services Department (ISD) is seeking qualified Vendors to enter into Master Agreements with the County to provide As-Needed Small Office Equipment (SOE) Repair on a Time and Material (T&M) basis. Contractor shall provide as needed, one-time, break/fix repairs that are necessary to bring equipment to its original working condition.

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 the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors regarding how to prepare and submit their Statement of Qualifications (SOQ) in response to this RFSQ.
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed and how Vendors will be selected and qualified for particular Skill Categories.
- **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 specified 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 - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:**
County Code.
- **J - STATEMENT OF WORK:** Explains in detail the work to be performed under this Master Agreement.

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, (Sample Master Agreement), Paragraph 2.0 (Definitions).

1.4 Vendor's Minimum Qualifications

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

- 1.4.1 Vendor must have three (3) years' experience, within the last five (5) years providing small office equipment repair services in each category for which they are applying. Refer to Appendix A (Required Forms), SOQ Form 11, (Authorized Equipment List & Pricing Schedule) for Categories/Brands.

1.5 Acceptance of Terms and Conditions of As-Needed SOE Repair Master Agreement

Vendors understand and agree that the submission of an SOQ constitutes Vendor's acknowledgement and acceptance of a willingness to comply with, all terms and conditions (as it may be updated from time to time) of the As-Needed SOE Repair Master Agreement including all subsequent Appendices and Exhibits, if qualified and awarded a resultant As-Needed SOE Repair Master Agreement.

1.6 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide As-Needed SOE Repair services. Specific tasks, deliverables, etc. will be determined at the time the Authorized Department requests services.

- 1.6.1 Master Agreements shall be executed with all Vendors determined to be qualified for a particular Category/Brand.
- 1.6.2 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.
- 1.6.3 Upon the County's execution of these Master Agreements, the qualified Vendors will become a Qualified Contractor, and thereafter be solicited under competitive conditions to provide As-needed SOE repairs on a T&M basis only, in accordance with Appendix H (Sample Master Agreement), Paragraph 3.0 (Work).

- 1.6.4 The Master Agreement includes various Categories/Brands as described in Appendix H (Sample Master Agreement), SOQ Form 11 (Authorized Equipment List & Pricing Schedule). Only those Contractors qualified in the specific Category/Brand being solicited will be contacted during a Service Request process.

1.7 Master Agreement Term

- 1.7.1 The term of the Master Agreement will be for a period of three (3) years, with two (2) additional one-year option periods and six (6) month to month extensions, for a potential maximum total term of five (5) years and six (6) months.
- 1.7.2 Option periods will be exercised at the sole discretion of County.
- 1.7.3 County will continuously accept SOQs throughout the duration of the Master Agreement to qualify Vendors. The Master Agreement will become effective upon the date of its execution by the County of Los Angeles, Internal Services Department, Director ("Director") or designee and shall expire on the date in which the term expires, unless sooner extended or terminated, in whole or in part, as provided in the Master Agreement, in accordance with Appendix H (Sample Master Agreement), Paragraph 4.0 (Term of Master Agreement).

1.8 County Rights and Responsibilities

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

1.9 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:

Krystina Ido-Knox
County of Los Angeles
Internal Services Department
9150 E. Imperial Hwy., Mailstop 46
Downey, CA 90242
Email: kido@isd.lacounty.gov
Fax No.: (562) 401-9494

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

1.10 Mandatory Requirement to Register on County's WebVen

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

1.11 County Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation.

The County will 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, in its sole discretion, inconsequential disparities in a submitted SOQ.

1.12 Protest Process

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

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

1.12.3 Grounds for Review

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

- Solicitation Requirements Review (Reference Section 2.3 in the Solicitation Requirement Review)
- Review of a Disqualified SOQ (Reference Section 3.2 in the Disqualification Review Section)

1.13 Notice to Vendor's Regarding Public Records Act

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

1.13.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception.

The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Appendix H (Sample Master Agreement), Paragraph 8.22 (Indemnification). 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), Paragraphs 8.23 (General Provisions For All Insurance Coverage) and 8.24 (Insurance Coverage).

1.15 SPARTA Program

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

1.16 Injury and Illness Prevention Program (IIPP)

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

1.17 Background and Security Investigations

At the discretion and request of County, resultant Contractor Personnel performing work under any Master Agreement may be required to undergo and pass to the satisfaction of the County, a background and security investigation in accordance with Appendix H (Sample Master Agreement), Paragraph 7.5 (Background and Security Investigations) as a condition of beginning and continuing work under a resultant. The County may request that such investigation(s) be conducted periodically during the term of any resultant. All Contractor Personnel requiring access to Court facilities shall undergo such background and security investigation(s). 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 in accordance with Appendix H (Sample Master Agreement), Paragraph 7.6 (Confidentiality) and the Independent Contractor Status in accordance with Appendix H (Sample Master Agreement), Paragraph 8.21 (Independent Contractor Status).

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), SOQ Form 6 (Certification of No Conflict of Interest).

1.20 Determination of Vendor Responsibility

- 1.20.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.
- 1.20.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

- 1.20.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 1.20.4 If there is evidence that the Vendor may not be responsible, the County 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 County 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 County's recommendation.
- 1.20.5 If the Vendor presents evidence in rebuttal to the County, the County will 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 will 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 apparent highest ranked Vendor may be subject to debarment, the County will 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 County will 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 (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Vendor's Adherence to County Child Support Compliance Program

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

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

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

1.23.2 Vendor Notification to County

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

1.23.3 Form of Improper Consideration

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

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A (Required Forms), SOQ Form 6 (Certification of No Conflict of Interest), as part of their SOQ.

1.25 Federal Earned Income Credit

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

1.26 Consideration of GAIN/GROW Participants for Employment

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

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A (Required Forms), SOQ Form 8 (Attestation of Willingness to Consider GAIN/GROW Participants), as part of their SOQ.

1.27 County's Quality Assurance Plan

After award of a Master Agreement and subsequent Service Request(s), the County or its agent will evaluate the Contractor's performance under the Master Agreement and Service Request(s) on an on-going basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Service Request(s). Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent Service Request(s) will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement and/or Service Request(s) 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 (Sample Master Agreement), Paragraph 8.38 (Recycled Bond Paper).

1.29 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, 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 (Safely Surrendered Baby Law) 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 our selection process and expanding opportunities for small businesses to compete for our business.
- 1.30.2 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 1.31 (Jury Service Program) of this RFSQ.
- 1.30.3 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C (County of Los Angeles Policy on Doing Business with Small Business).

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 Contractors should carefully read Appendix D (Jury Service Ordinance), and the pertinent jury service provisions of the Appendix H (Sample Master Agreement), Paragraph 8.7 (Compliance with County's Jury Service Program), 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.

- 1.31.1 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 forty (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 ninety (90) days or less within a twelve (12) months 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 Fifty Thousand (\$50,000) or more in any twelve (12) months 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 (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract is less than Five Hundred Thousand (\$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.
- 1.31.3 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), SOQ Form 9, 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

- 1.32.1 Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code 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.

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 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 fifteen (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 SOQ Form 2 (Vendor's Organization Questionnaire/Affidavit), as set forth in Appendix A (Required Forms). Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

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

1.36 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 Appendix I (Defaulted Property Tax Reduction Program), and the pertinent provisions of the Appendix H (Sample Master Agreement), Paragraph 8.50 (Warranty Of Compliance With County's Defaulted Property Tax Reduction Program) and 8.51 (Termination For Breach Of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program), 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.

Proposers 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, Appendix A (Required Forms), SOQ Form 10 (Certification Of Compliance With The County's Defaulted Property Tax Reduction Program). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

1.37 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 ten (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.

2.0 INSTRUCTIONS TO VENDORS

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

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment will be final. A Contractor who is disqualified pursuant to this Section 2.2 may be debarred from working with the County.

1. If the County is unable to verify the Contractor's prior experience, the submitted SOQ will be rejected without further review or consideration. County will provide detailed reasons for the rejection and will allow the Contractor to re-submit the SOQ with verifiable references.
2. Failure to adhere to SOQ format as described in Section 2.4 (Preparation and Format of the SOQ); will result in the SOQ being rejected. If the SOQ is rejected, County will provide detailed reasons for the rejection and will allow the Contractor an opportunity to resolve any discrepancy and re-submit the SOQ.

2.3 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 proposal.
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 proposal due date.

2.4 Vendors' Questions

Vendors may submit questions regarding this RFSQ at any time during this solicitation. All questions must be submitted to the County Personnel listed in Section 1.9 (Contact with County Personnel). County will provide specific responses to the Vendor who submitted such questions. County reserves the right to compile and publish (unattributed) any frequently asked questions and the corresponding answers in an addendum to this RFSQ.

2.5 Preparation and Format of the SOQ

All SOQs must be printed one sided, bound by rubber banded or binder clips (no punched holes or staples) and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review and without further consideration in the County's sole discretion. If the SOQ is rejected, County will provide detailed reasons for rejection and will allow the Vendor to resolve any discrepancy and re-submit at any time.

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

- Table of Contents
- Vendor Statement of Qualification Submittal Form (Section A)
- Vendor's Qualifications (Section B)
- Required Forms (Section C)
- Proof of Insurability (Section D)

2.5.1 Table of Contents

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

2.5.2 Vendor's Statement of Qualification Submittal Form (Section A)

Vendor shall complete, sign and date SOQ Form 1 (Vendor's Statement of Qualification Submittal Form), as set forth in Appendix A (Required Forms).

2.5.3 Vendor's Qualifications (Section B)

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

2.5.4 Vendor's Background and Experience (Section B.1)

The Vendor shall complete, sign and date SOQ Form 2 (Vendor's Organization Questionnaire/Affidavit), as set forth in Appendix A (Required Forms). **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 stated in Section 1.4 (Vendor's Minimum Qualifications) of this RFSQ and has the capability to perform the required services as a corporation 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.

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.

2.5.5 Vendor's References (Section B.2)

The Vendor must complete and include; SOQ Form 3 (Vendor's References), SOQ Form 4 (Vendor's List of Contracts), and SOQ Form 5 (Vendor's List of Terminated Contracts), as set forth in Appendix A (Required Forms). The same references may be listed on SOQ Form 3 and 4.

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 County 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.
- A. The Vendor shall provide a list of References for the most recent five (5) years where the same or similar scope of services were provided on SOQ Form 3 (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.
- B. The Vendor shall provide a list of all Vendor's Public Entities Contracts for the most recent five (5) years on SOQ Form 4 (Vendor's List of Contracts). The Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.
- C. The Vendor shall provide a list that must include all of the Vendors contracts that were terminated within the most recent five (5) years with a reason for the termination on the SOQ Form 5 (Vendor's List of Terminated Contracts). The Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

2.5.6 Vendor's Pending Litigation and Judgments (Section B.3)

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

2.5.7 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) Paragraphs 8.23 (General Provisions For All Insurance Coverage) and 8.24 (Insurance Coverage). 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.

2.5.8 Required Forms (Section D)

The following list of forms are provided in Appendix A (Required Forms) and shall be submitted as part of the SOQ.

- **SOQ Form 1: Vendor Statement of Qualification Submittal Form**
Note that this SOQ Form 1 is required to be submitted as part of Section A of your SOQ. Refer 2.4.2 (Vendor Statement of Qualification Submittal Form).
- **SOQ Form 2: Vendor's Organization Questionnaire/Affidavit**
Note that this SOQ Form 2 is required to be submitted as part of Section B.1 of your SOQ. Refer to Section 2.4.3.1 (Vendors Background and Experience).
- **SOQ Form 3: Vendor's References**
Note that this SOQ Form 3 is required to be submitted as part of Section B.2 of your SOQ. Refer to Section 2.4.3.2 A (Vendor's References).
- **SOQ Form 4: Vendor's List of Contracts**
Note that this SOQ Form 4 is required to be submitted as part of Section B.2 of your SOQ. (Vendor's List of Contracts). Refer to Section 2.4.3.2 B.
- **SOQ Form 5: Vendor's List of Terminated Contracts**
Note that this SOQ Form 5 is required to be submitted as part of Section B.2 of your SOQ.

(Vendor's List of Terminated Contracts). Refer to Section 2.4.3.2 C.

- **SOQ Form 6: Certification of No Conflict of Interest**
SOQ Form 6 is required to be submitted in Section D of your SOQ.
- **SOQ Form 7: Familiarity with County Lobbyist Ordinance Certification**
SOQ Form 7 is required to be submitted in Section D of your SOQ.
- **SOQ Form 8: Attestation of Willingness to Consider GAIN/GROW Participants**
SOQ Form 8 is required to be submitted in Section D of your SOQ.
- **SOQ Form 9: Contractor Employee Jury Service Program Certification Form and Application for Exception**
SOQ Form 9 is required to be submitted in Section D of your SOQ.
- **SOQ Form 10: Certification of Compliance with the County's Defaulted Property Tax Reduction Program**
SOQ Form 10 is required to be submitted in Section D of your SOQ.
- **SOQ Form 11: Authorized Equipment List & Pricing Schedule**
SOQ Form 11 is required to be submitted in Section D of your SOQ.
- **SOQ Form 12: Certification Of Independent Price Determination & Acknowledgement Of RFSQ Restrictions**
SOQ Form 12 is required to be submitted in Section D of your SOQ.

2.5.9 Required Forms to be submitted with SOQ that will be attached to Appendix H (Sample Master Agreement)

The following forms are required to be submitted with the SOQ and will become part of the Master Agreement. All forms are provided in Appendix A (Required Forms).

- **SOQ Form 13: Authorization - Signature Page of Master Agreement**
Submit two (2) copies of the Authorization page **with the original signature of the person authorized to sign on behalf of the Vendor and who can legally bind the Vendor in a Master Agreement** (i.e., not reproductions or facsimiles).

These pages must be submitted in loose form with no staples, punched holes, or extraneous marks.

SOQ Form 13 is required to be submitted in Section D of your SOQ.

On the **two (2) copies**, in the underlined space provided, above the word "CONTRACTOR," type the name of your organization as submitted on SOQ Form 2 (Vendor's **Organization Questionnaire/Affidavit**). Then have your organization's authorized person to **sign** his/her name on the next line, beside "By." Type that person's name and title on the next two lines, respectively.

NOTE: If the County approves your organization for award of a Master Agreement, the County will execute and date the Authorization pages and return a copy of the Master Agreement to you with a Notice of Selection. This becomes your organization's official Master Agreement. Additional copies of Master Agreement documents will be subject to copying and mailing charges.

- **SOQ Form 14: Contractor's EEO Certification- Exhibit F of Master Agreement**

Type your organization's name, address, and Internal Revenue Service Employer Identification Number on the lines provided at the top of the page. Respond to the four statements by checking the appropriate boxes pertaining to CONTRACTOR'S CERTIFICATION and, in the lower portion of the page, type the name and title of your organization's Authorized Official. Have the form signed and type the date.

SOQ Form 14 is required to be submitted in Section D of your SOQ.

- **SOQ Form 15: Contractor's Administration - Exhibit E of Master Agreement**

Per Appendix H (Sample Master Agreement), Paragraph 7.2 (Contractor's Authorized Official(s)), in the space provided, type the information requested for Contractor's Authorized Official(s).

Per Appendix H (Sample Master Agreement), Paragraph 7.1 (Contractor's Project Manager), in the space provided, type the information requested for Contractor's Project Manager.

Per Appendix H (Sample Master Agreement), Paragraph 8.33 (Notices) of in the space provided, type the name, title, mailing address, facsimile, and e-mail address where all notices or demands are to be sent.

The information requested on the second page of Exhibit B (Contractor's Administration) is for informational purposes only and will not affect the review of your SOQ. Type the information requested regarding your organization.

SOQ Form 15 is required to be submitted in Section D of your SOQ.

- **SOQ Form 16: Contractor's Acknowledgement and Confidentiality Agreement**

SOQ Form 16 is required to be submitted in Section D of your SOQ.

2.6 SOQ Submission

The Vendor shall submit one (1) original hard copy and one (1) copy of the SOQ as prescribed in Section 2.4 (Preparation and Format of the SOQ), enclosed in a sealed envelope, with the name and address of the Vendor and shall bear the words:

"SOQ FOR AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR MASTER AGREEMENT"

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

Krystina Ido-Knox
County of Los Angeles
Internal Services Department
9150 E. Imperial Hwy., Mailstop 46
Downey, CA 90242

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.

2.7 SOQ Withdrawals

A Vendor may withdraw its SOQ at any time and resubmit at any further date while the RFSQ is open.

3.0 SOQ REVIEW AND QUALIFICATION PROCESS

County reserves the sole right to judge the contents of the SOQ submitted pursuant to the RFSQ and to review, evaluate, and qualify the Vendors. The following rules and procedures govern the selection of Vendors to become Qualified Contractors under the Master Agreement.

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 Vendor's Statement of Qualification Submittal Form (Section A)

County will review SOQ Form 1 (Vendor's Statement of Qualification Submittal Form) of Appendix A (Required Forms), and determine if SOQ is complete and that Vendor submitted all required documentations.

3.1.2 Vendor's Qualifications (Section B)

3.1.2.1 Adherence to Minimum Qualifications (Section B.1)

County will review SOQ Form 2 (Vendor's Organization Questionnaire/Affidavit) of Appendix A (Required Forms), and determine if the Vendor meets the minimum qualifications as outlined in Section 1.4 (Vendor's Minimum Qualifications) of this RFSQ.

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

3.1.2.2 Vendor's References (Section B.2)

Vendor's References as provided in Section B.2 (SOQ Forms 3-5). 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.

3.1.2.3 Vendor's Pending Litigation and Judgments (Section B.3)

A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section B.3.

3.1.3 Proof of Insurability

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

3.1.4 Required Forms

SOQ Form 1 through SOQ Form 5 must be submitted in their respective Section of your SOQ (see Section 2.5.8 (Required Forms)). SOQ Forms 6 through SOQ Form 16 (see Section 2.5.8 and 2.5.9) must be included in **Section D** of the SOQ.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because ISD determined it was non-responsive at any time during the review/evaluation process. If ISD determines that an SOQ is disqualified due to non-responsiveness, ISD will 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 County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the County'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 will be completed and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 Selection/Qualification Process

The County will generally select Vendors that have experience in providing a broad range of as-needed SOE repair services. However, in order to ensure the County has a varied pool of qualified Contractors, the County 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 County 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 the County's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

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

APPENDIX A

RFSQ REQUIRED FORMS

**APPENDIX A
REQUIRED FORMS
TABLE OF CONTENTS**

SOQ FORMS

- 1 VENDOR'S STATEMENT OF QUALIFICATION SUBMITTAL FORM
- 2 VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 3 VENDOR'S REFERENCES
- 4 VENDOR'S LIST OF CONTRACTS
- 5 VENDOR'S LIST OF TERMINATED CONTRACTS
- 6 CERTIFICATION OF NO CONFLICT OF INTEREST
- 7 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- 8 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 9 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM – CERTIFICATION FORM & APPLICATION FOR EXCEPTION
- 10 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- 11 AUTHORIZED EQUIPMENT LIST & PRICING SCHEDULE
- 12 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFSQ RESTRICTIONS
- 13 AUTHORIZATION- SIGNATURE PAGE OF MASTER AGREEMENT
- 14 CONTRACTOR'S EEO CERTIFICATION
- 15 CONTRACTORS ADMINISTRATION
- 16 CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR MASTER AGREEMENT STATEMENT OF QUALIFICATION SUBMITTAL FORM

This serves as an application for the As-Needed Small Office Equipment Repair Master Agreement.

To Complete the Statement of Qualification:

1. Check off/fill out all the requirements met and sign form
 - Minimum Qualifications (applies to all vendors)
 - Category Specific Qualifications (only complete sections in categories you intend to apply for)
2. Attach all applicable documents listed in Required Forms section
3. Attach copies of the licenses/certificates/proof registrations checked off in specific categories
4. Vendor acknowledges and certifies that it meets the Minimum Qualifications listed in Paragraph 1.4 - Minimum Qualifications, and the applicable requirements of Paragraph 2.4 Preparation and Format of the SOQ of this Request for Statement of Qualifications (RFSQ).

County Use Only	
VENDOR NAME	AGREEMENT #
DATE RECEIVED	ANALYST

1.4 MINIMUM QUALIFICATIONS

MINIMUM REQUIREMENT

Your firm has performed _____ years of service within the _____ years

INSURANCE REQUIREMENTS

GENERAL LIABILITY

General Aggregate: \$2 million	☐	
Products/Completed Operations Aggregate: \$1 million	☐	
Personal and Advertising Injury: \$1 million	☐	
Each Occurrence: \$1 million	☐	

AUTO LIABILITY

Auto Liability: \$1 million	☐	
-----------------------------	--------------------------	--

WORKERS' COMPENSATION

Each Accident: \$1 million	☐	
Disease – Policy Limit: \$1 million	☐	
Disease – Each Employee: \$1 million	☐	

County
Use Only

☐
☐
☐
☐
☐
☐
☐
☐

REQUIRED FORMS		
APPENDIX A		County Use Only
SOQ Form 1: Vendor's Statement of Qualification Submittal Form	☐	☐
SOQ Form 2: Vendor's Organization Questionnaire/Affidavit	☐	☐
SOQ Form 3: Vendor's References	☐	☐
SOQ Form 4: Vendor's List of Contracts	☐	☐
SOQ Form 5: Vendor's List of Terminated Contracts	☐	☐
SOQ Form 6: Certification of No Conflict of Interest	☐	☐
SOQ Form 7: Familiarity with County Lobbyist Ordinance Certification	☐	☐
SOQ Form 8: Attestation of Willingness to Consider GAIN/GROW Participants	☐	☐
SOQ Form 9: Contractor Employee Jury Service Program Certification Form and Application for Exception	☐	☐
SOQ Form 10: Certification of Compliance with the County's Defaulted Property Tax Reduction Program	☐	☐
SOQ Form 11: Authorized Equipment List & Pricing Schedule	☐	☐
SOQ Form 12: Certification Of Independent Price Determination & Acknowledgement Of RFSQ Restrictions	☐	☐
SOQ Form 13: Authorization - Signature Page of Master Agreement (Two originals)	☐	☐
SOQ Form 14: Contractor's EEO Certification- Exhibit F of Master Agreement (One original)	☐	☐
SOQ Form 15: Contractor's Administration - Exhibit E of Master Agreement (One original)	☐	☐
SOQ Form 16: Contractor's Acknowledgement and Confidentiality Agreement	☐	☐
VENDOR SUPPLIED		
Certificate of Good Standing (if Corporation or LLC)	☐	☐
Statement of Information (if Corporation or LLC)	☐	☐
Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership (if Limited Partnership)	☐	☐
Statement of Pending Litigation	☐	☐
ACORD Certificate of Insurance	☐	☐
LA County named additional insured	☐	☐

APPLICANT ACKNOWLEDGES THAT IF ANY FALSE, MISLEADING, INCOMPLETE, OR DECEPTIVELY UNRESPONSIVE STATEMENTS IN CONNECTION WITH THIS SOQ ARE MADE, THE SOQ MAY BE REJECTED. THE EVALUATION AND DETERMINATION IN THIS AREA SHALL BE AT THE DIRECTOR'S SOLE JUDGMENT AND HIS/HER JUDGMENT SHALL BE FINAL.

I DECALARE UNDER PENALTY OF PERJURY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PREPARER'S SIGNATURE		DATE
PRINT PREPARER'S NAME	TITLE	
ADDRESS	CITY , STATE	

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and include it in Section A of the SOQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
_____	_____	_____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.4 - Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below.

Check the appropriate boxes:

☐ **Yes** ☐ **No** Paragraph 1.4.1 Three (3) years' experience, within the last five (5) years providing small office equipment repair services in each category for which they are applying for.

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Corporation's Name:

Address:

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Vendor's name), I _____
(Name of Vendor's authorized representative), certify that the information contained in this Vendor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

VENDOR'S REFERENCES**Vendor's Name:** _____

As specified in Section 2.5.5 B.2 (Vendor's References) of the RFSQ, list of **all** the Vendor's References where the same or similar scope of services were provided for the **most recent five (5) years**. Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

VENDOR LIST OF CONTRACTS

As specified in Section 2.5.5 B.2 (Vendor's List of Contracts) of the RFSQ, list of **all** the Vendor's public entities contracts for the **most recent five (5) years**. Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

VENDOR'S LIST OF TERMINATED CONTRACTS**Vendor's Name:** _____

As specified in Section 2.5.5 B.2 (Vendor's List of Terminated Contracts) of the RFSQ, list of **all** the Vendor's contracts that were terminated within the **most recent five (5) years** with a reason for the termination. Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Reason for Termination		
Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Reason for Termination		
Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Reason for Termination		

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Vendor Name

Vendor Official Title

Official's Signature

***FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION***

The Vendor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor 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.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Vendor has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Vendor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Vendor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No.: _____ Fax No.: _____

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is except from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

CATEGORY 1	
CASH REGISTERS & CURRENCY PROCESSING EQUIPMENT (E.g. Cash Registers, Currency Counting Machines, Check Signer)	
CASIO..... ☐	HUGIN SWEDA ☐
CUMMINS..... ☐	SAMSUNG ☐
EPSON..... ☐	SHARP ☐
ESPER..... ☐	TEC..... ☐
GLORY..... ☐	UNIWELL ☐
HP ☐	
ADDITIONAL BRANDS: 	
NO BID..... ☐	

Vendor Name:

Please indicate the brands you are able to service within the specified category, including peripherals:

03/04/15

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

CATEGORY 3 DESKTOP COPIERS	
BRUNING ☐	LEXMARK ☐
BROTHER ☐	OCE ☐
CANON ☐	PANASONIC..... ☐
COPYSTAR..... ☐	PITNEY BOWES..... ☐
DELL ☐	RICOH..... ☐
GENICOM ☐	RISO ☐
GESTETNER..... ☐	SAVIN ☐
HP ☐	SHARP ☐
IBM ☐	STANDARD ☐
IMAGISTICS..... ☐	TOSHIBA..... ☐
KONICA MINOLTA..... ☐	XEROX ☐
LANIER..... ☐	ZEBRA..... ☐
ADDITIONAL BRANDS:	
NO BID ☐	

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

CATEGORY 4 DESKTOP PRINTERS (E.g. Inkjet, Laser, MFP, ID Card)	
BROTHER ☐ BRUNING ☐ CANON ☐ CISCO ☐ COMPAQ ☐ COPYSTAR..... ☐ DATA SOUTH ☐ DELL ☐ EPSON..... ☐ FARGO PRO L..... ☐ GENICOM ☐ GESTETNER..... ☐ HP ☐ IBM ☐ IMAGISTICS..... ☐ KONIKA MINOLTA..... ☐ LEXMARK ☐ LANIER..... ☐ OCE ☐	OKIDATA ☐ OPTOMA ☐ PANASONIC..... ☐ POWERMATIC..... ☐ PITNEY BOWES..... ☐ RICOH..... ☐ RISO ☐ SAMSUNG ☐ SAVIN ☐ SHARP ☐ SONY ☐ STANDARD ☐ TEKTRONIX..... ☐ TOSHIBA..... ☐ VIEWSONIC ☐ VISIONEER..... ☐ VISOR ☐ XEROX ☐ ZEBRA..... ☐
ADDITIONAL BRANDS:	
NO BID ☐	

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

CATEGORY 5 ELECTRONIC WHITEBOARDS	
PANASONIC	☐
EPSON.....	☐
OPTIPRO	☐
ADDITIONAL BRANDS:	
NO BID ☐	

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

CATEGORY 6 DESKTOP FAX MACHINES	
BROTHER ☐ CANON ☐ COMPAQ ☐ DANKA ☐ DEX ☐ FUJITSU ☐ HITACHI ☐ HP ☐ IMAGISTICS ☐ IWATSU ☐ KONICA MINOLTA ☐ KYOCERA MITA ☐ LANIER ☐ MURATA ☐	MURATEC ☐ NEC ☐ OKIDATA ☐ OMNIFAX ☐ PANASONIC ☐ PITNEY BOWES ☐ RICOH ☐ SAMSUNG ☐ SHARP ☐ TOSHIBA ☐ XEROX ☐
ADDITIONAL BRANDS:	
NO BID ☐	

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

CATEGORY 7 DESKTOP MAIL PROCESSING EQUIPMENT (E.g. Folder, Inserter, Feeder)	
OPEX PITNEY BOWES	☐ ☐
ADDITIONAL BRANDS:	
NO BID ☐	

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

CATEGORY 8 DESKTOP MICROFILM/MICROFICHE EQUIPMENT	
3M ☐ BELL & HOWELL ☐ CANON ☐ EYECOM ☐ GRAPHIX ☐	INFOCUS ☐ INFOGRAPHIX ☐ KODAK ☐ KONICA MINOLTA ☐ ZEUTSCHEL ☐
ADDITIONAL BRANDS:	
NO BID ☐	

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

[illegible]

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

[illegible]

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

[illegible]

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

CATEGORY 12					
TYPEWRITERS					
ADLER.....	☐	OLYMPIA.....	☐		
BROTHER.....	☐	PANASONIC	☐		
CANON	☐	ROYAL	☐		
ELECTRON	☐	SILVER REED	☐		
IBM.....	☐	SMITH CORONA.....	☐		
NAKAJIMA	☐	XEROX.....	☐		
ADDITIONAL BRANDS:					
NO BID ☐					

AUTHORIZED EQUIPMENT LIST

Vendor Name: _____

Please indicate the brands you are able to service within the specified category, including peripherals:

CATEGORY 13 TIME RECORDERS (E.g. Time Date Clocks, Time Stamp Machines)	
ACROPRINT..... ☐ PYRAMID ☐ ICON ☐ LATHEM..... ☐	
ADDITIONAL BRANDS:	
NO BID ☐	

PRICING SCHEDULE

The County of Los Angeles, Internal Services Department (ISD) is seeking qualified companies to enter into Master Agreements with the County to provide As-Needed Small Office Equipment Repairs on a Time & Material (T&M) basis only. T&M Hourly Rate includes all service charges except parts and supplies furnished at time of service. The Department will generally select Vendors that have experience in providing a broad range of small office equipment repairs. However, in order to ensure the Department has a varied pool of qualified Contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas. **Please provide the price quote for Hourly Rates for each response and resolution service level, per SOW 5.4, Response and Resolution, for the categories you intend to service (Level 3 is the normal response time):**

CATEGORY	CATEGORY NAME	RATES		
		LEVEL 1*	LEVEL 2*	LEVEL 3*
		24 hours by 365 days (24x7), with maximum sixty (60) minutes response, and a resolution within twelve (12) hours, including weekends and holidays	Eight (8) business hours by five (5) business days (8x5), with maximum six (6) business hours response, and resolution within two (2) business days, excluding weekends and holidays	Eight (8) business hours by five (5) business days (8x5), with maximum eight (8) business hours response, and a resolution in no more than four (4) business days, excluding weekends and holidays
1	Cash Registers/Currency Processing Equipment	\$_____/HR	\$_____/HR	\$_____/HR
2	Personal Computers	\$_____/HR	\$_____/HR	\$_____/HR
3	Desktop Copiers	\$_____/HR	\$_____/HR	\$_____/HR
4	Desktop Printers	\$_____/HR	\$_____/HR	\$_____/HR
5	Electronic Whiteboards	\$_____/HR	\$_____/HR	\$_____/HR
6	Desktop Fax Machines	\$_____/HR	\$_____/HR	\$_____/HR
7	Desktop Mail Processing Equipment	\$_____/HR	\$_____/HR	\$_____/HR
8	Desktop Microfilm/Microfiche Equipment	\$_____/HR	\$_____/HR	\$_____/HR
9	Paper Shredders	\$_____/HR	\$_____/HR	\$_____/HR
10	Projectors	\$_____/HR	\$_____/HR	\$_____/HR
11	Desktop Scanners	\$_____/HR	\$_____/HR	\$_____/HR
12	Typewriters	\$_____/HR	\$_____/HR	\$_____/HR
13	Time Recorders	\$_____/HR	\$_____/HR	\$_____/HR

*Response and resolution times vary with each service level, please see **SOW 5.4, Response and Resolution** for details.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFSQ RESTRICTIONS**

- A. By submission of this SOQ, Vendor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Vendor or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Vendor.

Name

Phone Number

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Vendor acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFSQ. Vendor understands that if it is determined by the County that the Vendor did participate as a consultant in this RFSQ process, the County shall reject this SOQ.

Name of Firm

Print Name of Signer

Title

Signature

Date

SOQ FORM 13

AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR

AUTHORIZATION

MASTER AGREEMENT SIGNATURE PAGE

(PLEASE SIGN TWO ORIGINALS)

**AUTHORIZATION OF MASTER AGREEMENT
FOR
AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR
SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, ISD or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20____.

COUNTY OF LOS ANGELES

By: _____
Director
Internal Services Department

By: _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By: _____
Deputy County Counsel

**AUTHORIZATION OF MASTER AGREEMENT
FOR
AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR
SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, ISD or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20____.

COUNTY OF LOS ANGELES

By: _____
Director
Internal Services Department

By: _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By: _____
Deputy County Counsel

SOQ FORM 14
CONTRACTOR'S EEO CERTIFICATION
MASTER AGREEMENT- EXHIBIT F
(PLEASE RETURN ONE ORIGINAL)

VENDOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	☐	☐
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	☐	☐
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	☐	☐
4. When areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	☐	☐

Signature

Date

Name and Title of Signer (Please Print)

SOQ FORM 15
CONTRACTOR'S ADMINISTRATION
MASTER AGREEMENT- EXHIBIT E
(PLEASE RETURN ONE ORIGINAL)

CONTRACTOR'S ADMINISTRATION

CONTRACTOR NAME *(as it appears on State filed document)*

SIGNATURE *(by Authorized Official; highest ranked Title)*

DATE

PRINT NAME

MASTER AGREEMENT PARAGRAPH:

7.1 CONTRACTOR's Project Manager (A) and Designee (B) *(responsible for Contractor's day-to-day activities as related to this Master Agreement and all active Work Orders):*

A. Name: _____

B. Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

E-Mail ID: _____

E-Mail ID: _____

7.2 CONTRACTOR's Authorized Official(s) *(authorized to execute documents under this Master Agreement on behalf of the Contractor):*

A. Name: _____

B. Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

E-Mail ID: _____

E-Mail ID: _____

43.0 Notices to CONTRACTOR shall be sent to the following address *(all notices or demands required or permitted to be given or made under this Master Agreement):*

Address: _____

Facsimile: _____

E-Mail ID: _____

CONTRACTOR'S ADMINISTRATION *(Continued)***CONTRACTOR NAME**

The responses to items #1 through #6 below are requested for informational purposes only.

1. If your firm is a corporation; enter state filed (legal) name (found on the Articles of Incorporation) and the state where Incorporated:

Name: _____

State: _____

2. Is your firm is a partnership? Yes ☐ No ☐ or, a sole proprietorship? Yes ☐ No ☐

If yes, enter the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? Yes ☐ No ☐

If yes, please list all DBA's and the County(s) of registration:

Name

County of Registration

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? Yes ☐ No ☐

If yes, please enter;

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please provide your office facsimile number: _____

6. Please provide your office E-Mail address: _____

SOQ FORM 16

**CONTRACTOR ACKNOWLEDGEMENT
AND
CONFIDENTIALITY AGREEMENT**

**MASTER AGREEMENT- EXHIBIT G
(PLEASE RETURN ONE ORIGINAL)**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Purchase Order. Work cannot begin on the Purchase Order until County receives this executed document.)

Contractor Name _____

Purchase Order No _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

RFSQ TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses.

I understand that this request must be received by the County within ten **(10) business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means 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 such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)