CHIEF EXECUTIVE OFFICE

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR INSURANCE BROKERS PROGRAM (IBP)

Prepared By
County of Los Angeles

CEO-RFSQ-RISK-25-01

March 2025

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A **Master Agreement**: Identifies the terms and conditions in the Master Agreement.

B **Required Forms**: Forms that must be completed and included in the Statement of Qualifications (SOQ).

C **Solicitation Requirements Review (SRR) Request**: Transmittal sent to Department requesting a Solicitation Requirements Review.

D **Supplemental Submission Form Instructions**: Supplemental form that must be submitted electronically.

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

RFSQ Release Date	March 11, 2025
RFSQ Contact	Timothy Young ContractSolicitations@ceo.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	March 18, 2025, 12:00PM PST
Written Questions Due	March 18, 2025
Questions and Answers Released via Addendum	March 25, 2025, at 3:00PM (PDT)
SOQs Due	April 1, 2025
Anticipated Master Agreement Term	Five (5) years with four (4) one-year optional extensions and one (1) six-month optional extension
Minimum Mandatory Requirements (MMRs)	• If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. • Vendor must have an active license listed on the California Department of Insurance Licensing Portal (https://cdicloud.insurance.ca.gov/cal). • For each insurance category the Vendor is seeking qualification, Vendor must have seven (7) years of experience within the last

	seven (7) years placing insurance for public entities.

1.1 Chief Executive Office Risk Management Branch

The County of Los Angeles (County), through its Chief Executive Office Risk Management Branch, is seeking to create a prequalified list of firms eligible who are experienced in successfully providing the County insurance brokerage services to support the risk management needs of all County departments. Prequalified firms will enter into a Master Agreement with the County.

The Risk Management Branch is part of the Chief Executive Office and is generally the County entity authorized to purchase insurance. The Risk Management Branch also provides standards for insurance and indemnity language in County contracts, reviews any deviations from these standards, and provides general Risk Management support services and advice to all County departments. serves as the insurance administrator for the County.

Through this Request for Statement of Qualifications (RFSQ) for Insurance Brokers Program, the Risk Management Branch aims to partner with firms that demonstrate expertise, experience, and innovation in problem-solving, creating tailored solutions, and providing insurance brokerage services to large government agencies.

1.2 Overview of Solicitation Document

This RFSQ:

1.2.1 Specifies the Vendor's minimum qualifications, provides information regarding the requirements of the Master Agreement and the solicitation process.

1.2.2 Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQs).

1.2.3 Explains how the SOQ will be reviewed, selected and qualified.

1.2.4 The following Appendices are included in the RFSQ:

- **A** **Master Agreement**: The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- **B** **Required Forms**: Forms contained in this section must be completed and included in the SOQ.
- **C** **Solicitation Requirements Review (SRR) Request**: Transmittal sent to Department requesting a SRR.

1.3 Terms and Definitions

Throughout this RFSQ, terms and abbreviations used throughout this RFSQ include:

1.3.1 **CEO** – The Chief Executive Officer, or designee, authorized to enforce and execute the Master Agreement and any subsequent Work Orders.

1.3.2 **County** – The County of Los Angeles.

1.3.3 **Contractor –** The Vendor(s) awarded a Master Agreement and any subsequent Work Orders subsequent to prequalification under this RFSQ and execution of a Master Agreement.

1.3.4 **Department/Risk Management Branch** – Chief Executive Office Risk Management Branch within the County of Los Angeles.

1.3.5 **Proposal/Statement of Qualifications (SOQ)** – A Respondent's proposal submitted in response to this RFSQ.

1.3.6 **Proposers/Vendors** – An entity that submitted a Proposal to the RFSQ and is prequalified under this RFSQ.

Additional definitions are provided in the Master Agreement in Paragraph 2.0 (Definitions) and Appendix A.

1.4 RFSQ Process

The County intends to execute Master Agreements for various broker insurance programs with Vendors on the prequalified list on an as-needed basis for services indicated in Section 3, Scope of Work.

1.4.1 Vendors who submit an SOQ agree to all the terms and conditions of the Master Agreement attached hereto as Appendix A. Vendors determined to be qualified will execute the Master Agreement.

1.4.2 Contractors who have executed the County's Master Agreement are not guaranteed any work via a Work Order. The Master Agreement includes various categories of services, and only those Contractors qualified for the specific category will be contacted to submit bids.

1.4.3 Specific tasks, deliverables, timelines, etc., will be determined at the time the Department issues a Work Order solicitation to Contractors on the prequalified list, for selection of a Contractor and subsequent issuance of a Work Order on an as-needed basis. The County may, at its sole discretion, elect to disqualify a Contractor from participating in a Work Order solicitation if the County determines that awarding the Contractor may result in a conflict of interest.

1.4.4 The selected Contractor will then proceed under a Work Order which will include the type of insurance needed by the County and any additional work required for the performance thereof. Payment for all work will be specified on each individual Work Order.

1.5 Anticipated Master Agreement Term

The term of the Master Agreement will be an initial term of five (5) years with four (4) one-year optional extensions and one (1) six-month optional extension, for a total contract term of nine (9) years, and six months. Optional periods will be exercised at the County's sole and absolute discretion.

County will be continuously accepting SOQ's throughout the duration of the Master Agreement to qualify Vendors. The Master Agreement will become effective upon the date of its execution by the Chief Executive Officer and expire at the end of the Master Agreement term, unless sooner extended or terminated.

1.6 Indemnification and Insurance

Contractors who are selected for award of Work Order will be required to comply with the Indemnification provisions contained in Paragraph 8.22 of the Master Agreement, Appendix A in this RFSQ. Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraphs 8.23 and 8.24 of the Master Agreement.

2.0 SCOPE OF WORK

2.1 Insurance Categories

Vendors determined to be qualified pursuant to this RFSQ will enter into a Master Agreement with the County for one or more of the Insurance Categories described herein:

INSURANCE CATEGORY	INSURANCE COVERAGE USED BY COUNTY *(County may require other lines of insurance within each Insurance Category)*
Property Insurance	Insurance providing coverage for damage to and loss of County property. • **Builder's Risk Coverage**: Covers insurable interest in materials, fixtures and/or equipment being used in construction projects. • **Inland Marine Coverage**: Covers property in transit over land, certain types of moveable property, instrumentalities of transportation • **Owner-Controlled Insurance Program (OCIP)**: Covers property owner during the construction or renovation of a property.
Liability Insurance	Insurance providing coverage to protect the County from risks of liabilities imposed by lawsuits and similar claims. • **Commercial General Liability Insurance**: Protects against liability claims for bodily injury and property damage arising out of premises, operations, products, and completed operations; and advertising and personal injury liability.

	• **Automobile Liability Insurance**: Protects against financial loss because of legal liability for automobile-related injuries to others or damage to their property by an auto. Provides coverage for any liability the County may incur for property damage or bodily injury (including damage to County property or injuries to County employees). • **Environmental Liability (Pollution) Coverage**: Covers County operations that involve the testing, removal, handling, transportation or disposal of hazardous material or hazardous waste that require special consideration. • **Technology Errors & Omissions and Cyber Liability Insurance**: Covers liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. • **Privacy/Network Security (Cyber) Liability Insurance**: Protects against liability for privacy breaches liability arising from the loss or disclosure of confidential information no matter how it occurs; system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems. • **Sexual Abuse and Misconduct (SAM)**: Provides Commercial General Liability (CGL) for Public Entities and/or Sexual Abuse and Misconduct Liability Insurance coverage on an as needed basis. Such insurance may include coverage of various County of Los Angeles (County) departments, classes of County employees, contracted County providers, etc. • **Special Event Liability Insurance Program (SELIP)**: Provide Commercial General Insurance coverage for the Small Event Liability Insurance Program (SELIP). • **Medical Malpractice and Other Professional Liability Coverage**: o **Professional Liability Insurance**: Protects professionals and quasi-professionals against liability incurred as a result of errors and omissions in performing their professional services. o **Medical Malpractice Liability**: Covers acts, errors, and omissions of physicians and surgeons, encompassing physicians' professional liability insurance, hospital professional liability (HPL) insurance, and allied healthcare professional liability insurance.

	○ **Fiduciary Liability**: Covers the responsibility of trustees, employers, fiduciaries, professional administrators, and the plan itself with respect to errors and omissions in the administration of employee benefit programs as imposed by the Employee Retirement Income Security Act (ERISA). • **Workers Compensation and Employers Liability Insurance**: Covers exposures arising out of injuries sustained by employees.
Parametric Earthquake Insurance	**Parametric Earthquake Insurance**: Covers earthquake-related damage to County property.
Commercial Crime Insurance	**Commercial Crime Insurance**: Covers against including, but not limited to, crimes related to employee dishonesty, forgery or alteration, computer fraud, funds transfer fraud, kidnap, ransom, or extortion coverage, money and securities, and money orders and counterfeit money.
Accidental Death and Dismemberment (AD&D)	**Accidental Death and Dismemberment**: Provides coverage written for specialized groups within the County, outside of the County's group benefit program.
Aviation/Airport Liability	Provides coverage for Aircraft liability and physical damage to County aircraft while on ground and in-flight; premises liability and products/completed operations; hangar keepers legal liability; excess control tower liability, and airpark contingent liability for five County airports. In addition, provides rental coverage for financed Sheriff helicopters.

2.2 Overview

This Scope of Work is a general guide to the work the County expects to be performed and is not a complete listing of all related services that may be required or desired. Proposers must comply with all State and Federal laws and regulations pertaining to insurance brokers licensed in the State of California as well as ensure any industry partners engaged in performance of engaged services are in compliance with all applicable laws, regulations and statutes.

The County is soliciting qualifications to create a prequalified list of Contractors that may be selected for any of the direct or related services described herein. Proposers are required to demonstrate expertise in the following:

2.2.1 Proactively provide ongoing review and analysis of the County's insurance programs and identification of risk transfer and risk financing options.

2.2.2 Be familiar with: (a) the coverages provided by all relevant insurance policies and documents issued to the County; and (b) the exposures of the County either directly or through its partnerships.

2.2.3 Assure that insurance policies are placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers, who meet the County's standards.

2.2.4 Provide information and documents electronically and in hard copy as requested by Department for their master account and each individual department account showing coverages, schedules of covered property, premium for each department for each coverage, and other information required by Contractor.

2.2.5 Service insurance policies placed for the County, including processing all changes and endorsements and verifying the accuracy of invoices within a reasonable time.

2.2.6 Provide early warning of anticipated rate and coverage changes and probable impact on insurance placements; recommend coverage changes, when indicated; assist with mid-term coverage additions and changes; and secure confirming endorsements from insurers.

2.2.7 Maintain appropriate accounting of amounts due, receipts, and payments to insurers and service providers.

2.3 Policy Administration

2.3.1 Review policies and other documents in detail to check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers to ensure that the intended coverage is provided, and all coverage, terms and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to County within the timeframe specified in each Work Order.

2.3.2 Obtain revisions needed to achieve compliance with coverage request(s) and forward to the County the original policies in a digital form and format agreed to by the County.

2.3.3 Evaluate and continue to monitor corresponding insurers' financial status, evaluate the impact to the County, advise County immediately of any downgrading of insurers' financial status, evaluate impact to the County, and recommend or provide action steps to be taken to protect the County's interests.

2.3.4 Provide a timeline for issuance of policy forms prior to issuance of premium invoice and provide sufficient copies of policies in both hard copy and digital media (or via secure online sources) to the Department as well as the internal County department client.

2.3.5 Ability to assist with the resolution of coverage questions for insurances it has brokered, at the request of the County, and when necessary, consult with the County regarding the coverages placed.

2.3.6 Process in a timely manner and be responsible for any funds to or from the County that are entrusted to the Contractor until the entrusted funds are disbursed and received by the designated payee. This responsibility shall continue beyond the Work Order's expiration date until all the entrusted funds are received by the payees.

2.3.7 Provide periodic reports as required, upon request by the Department, to include:

2.3.7.1 A schedule of coverage showing nature of coverage, limits, deductibles, insurer, policy number, premium and other relevant information.

2.3.7.2 Summary of team servicing the account.

2.3.7.3 Anticipated renewal terms and conditions and other indications of market conditions, trends and anticipated changes.

2.3.7.4 Identified problem areas such as claim handling, safety hazards, insurer financial problems, etc.

2.3.7.5 Services performed for the current year and planned for the next year.

2.3.7.6 Accounting of all income received on each account.

2.3.8 Attend meetings with County Department staff and other County personnel as requested by County.

2.3.9 Assist with mid-term coverage additions and changes and secure confirming endorsements from insurers.

2.4 Policy Amendments

2.4.1 Process requests for additions or deletions to policies within a timeframe agreed in writing by the Department.

2.4.2 Provide Department with copies of initial correspondence to the insurers. Follow up on such requests until the insurer has handled request.

2.4.3 Advise in writing of any changes to insurance policy(ies) within fourteen (14) calendar days of change or amendment.

2.4.4 Provide, on renewal and upon request, participants in each coverage program, and notify within five (5) business days of any participation changes or in a timeframe agreed to in writing by Department.

2.5 Renewal of Coverage

2.5.1 Conduct or arrange for studies, reviews, analyses and/or inspections that may be needed by underwriters or to determine adequacy of coverage and limits, or as requested by County.

2.5.2 Review program structure to ensure required coverage and limits are at competitive pricing and that there are no gaps or overlaps in policies.

2.6 Marketing

2.6.1 Monitor expiration dates of policies and provide Department with written notification providing significant lead time. Such expiration notice lead time shall be agreed to and set by County at the time of policy inception, including a description of information needed to process the renewal.

2.6.2 Work with Department to develop and implement a marketing strategy, including identifying potential markets for program renewals at least 90 days before policy expiration that includes goals and strategies for:

2.6.2.1 Coverage enhancements;

2.6.2.2 Deductible options;

2.6.2.3 Program structure changes;

2.6.2.4 Insurers to approach; and

2.6.2.5 Price targets.

2.6.3 Market new insurance programs with commercial coverage sources with financially secure companies that meet County's requirements.

2.6.4 No later than 60 calendar days before the anniversary date of the expiring program year, obtain quotations, and place or recommend required insurance coverage with financially secure companies that meet County's requirements.

2.6.5 Assist with insurance policy language, amendments or endorsements to meet the needs of the County as necessary.

2.6.6 Control or limit commissions and fees charged by wholesalers and other intermediaries, if wholesalers or other intermediaries are used.

2.6.7 Provide County with copies of all quotations received from insurers.

2.7 Claims Services

2.7.1 Assist the Department in management of claims and litigation to conclusion and ensure resolution in a timely manner and indemnification of County to the fullest extent permitted under the policy. The full range of claims services are to be provided at no additional costs. This would include, at a minimum, the following:

2.7.1.1 Review adequacy and timeliness of all loss runs and reports; make changes as needed.

2.7.1.2 Provide expert assistance on coverage and policy interpretation relative to claims and litigation.

2.7.1.3 Assist the County in resolving all outstanding disputes and collect any resulting judgment and settlements owed the County in a timely manner.

2.7.2 Attend meetings as required regarding the program's claims process or relating to any claim or litigation submitted under this insurance program.

2.7.3 Monitor claims filed by the County against insurance policies placed by Broker. Contractor shall not be responsible for notifying carriers unless requested in writing by County.

2.7.4 Resolve coverage, claim and insurance-related issues arising from policies placed by the Broker.

2.8 Certificates of Insurance

Issue certificates of insurance within one (1) business day following the date of request.

2.9 Other Services

2.9.1 Advise and/or recommend other insurance products/coverage if requested by the County or if Contractor deems in their judgment County may need such products.

2.9.2 Provide, with the concurrence or at the request of the County's Program Manager, seminars and training sessions for the benefit of County personnel relating to commercial insurance programs.

2.9.3 Prepare an annual stewardship report related to the County's corresponding insurance placement by the timeframe specified in each Work Order.

2.9.4 Provide an annual disclosure report of any and all commissions, rebates, or other earnings on County placements related to the County's corresponding insurance placement by the timeframe specified in each Work Order each year.

3.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Vendors that meet the Minimum Mandatory Requirements stated in Paragraphs 3.1 through 3.3 below are invited to submit an Proposal.

3.1 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

3.2 Vendor must have an active license listed on the California Department of Insurance Licensing Portal (https://cdicloud.insurance.ca.gov/cal).

3.3 For <u>each</u> Insurance Category set forth in Paragraph 2, Scope of Work. the Vendor is seeking qualification, Vendor must have seven (7) years of experience within the last seven (7) years placing insurance for public entities.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Master Agreement Execution

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.

4.2 County's Right to Amend Request for Statement of Qualifications

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 will 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 will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.3 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 inconsequential disparities in a submitted SOQ.

4.4 Background and Security Investigations

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

5.0 NOTIFICATION TO VENDORS

5.1 Public Records Act

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

5.1.2 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 will 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.

5.2 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and emailed to the RFSQ Contact identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

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.

5.3 Mandatory Requirement to Register on County’s WebVen

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

5.4 Protest Process

5.4.1 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 Paragraph 5.4.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Paragraphs below.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Master Agreement 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.

5.4.3 Grounds for Review

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

5.4.3.1 Solicitation Requirements Review (Referenced in Paragraph 9.1)

5.4.3.2 Disqualification Review (Referenced in Paragraph 9.2)

5.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor must certify that they are aware of and have read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

5.6 Determination of Vendor Responsibility

5.6.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Vendors.

5.6.2 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 Master Agreements, 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 will not be the basis of a determination that the Vendor is not responsible.

5.6.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.6.4 If there is evidence that the Vendor may not be responsible, the Department will notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department will provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

5.6.5 If the Vendor presents evidence in rebuttal to the Department, the Department 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.

5.6.6 These terms will also apply to proposed Subcontractors of Vendors on County Master Agreements.

5.7 Vendor Debarment

5.7.1 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.7.2 These terms will also apply to proposed subcontractors of Vendors on County contracts.

5.7.3 A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/.

5.8 Improper Considerations

5.8.1 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 must 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.

5.8.2 Notification to County

A Vendor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

5.8.3 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.

5.9 County Lobbyist Ordinance

The County 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.

5.10 Consideration of GAIN/START Participants for Employment

5.10.1 As a threshold requirement for consideration of a Master Agreement, Vendors must demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or Skills and Training to Achieve Readiness for Tomorrow (START) Programs or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors must attest to a willingness to provide employed GAIN/START participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

5.10.2 Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

5.11 Jury Service Program

5.11.1 The prospective Master Agreement 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 review Paragraph 8.7 (Compliance with the County's Jury Service Program) of Appendix A (Master Agreement), which is 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.

5.11.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). 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 Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), 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.

5.12 Pending Acquisitions/Mergers by Proposing Company

The Vendor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Vendor in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration. Vendor should have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

5.13 Intentionally Omitted

5.14 Defaulted Property Tax Reduction Program

5.14.1 The prospective Master Agreement 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 reference the pertinent provisions of Appendix A (Master Agreement), Paragraphs 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

5.14.2 Vendors will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

5.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

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

5.15.2 Vendors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

5.16 Intentionally Omitted

5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

5.17.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.17.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.17.4 Upon contract award or at any time during the duration of the Master Agreement, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.18 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

5.18.1 On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

5.18.2 Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

5.19 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. (Los Angeles County Code, Chapter 2.202).

5.20 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Vendor's CBE participation must be reflected in Exhibit 5 (Community Business Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Vendors must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Master Agreement. The Vendor must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Vendor's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, email the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject **"Request for CBE Listing."**

For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

5.21 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than $250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Vendors are advised that they and all of their Subcontractors must complete and return as part of the SOQ, the Contribution and Agent Declaration included in Exhibit 8 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Vendors are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Master Agreement award. Failure by the Vendor or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Vendor or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Vendor may be disqualified from a Master Agreement award, as determined in the County's sole discretion. Further, all Vendors and their Subcontractors are prohibited under Government Code Section 84308 from making a contribution of more than $250 to a County officer for twelve (12) months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

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

6.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.3, and 6.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affair's (DCBA) website at: http://dcba.lacounty.gov.

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

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

6.2 Local Small Business Enterprise Preference Program

6.2.1 In reviewing Work Order Solicitations, the County will give LSBE preference to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with Chapter 2.204 of the Los Angeles County Code.

6.2.2 To apply for certification as an LSBE, businesses should contact the DCBA at http://dcba.lacounty.gov.

6.2.3 Certified LSBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference

Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

6.3 Social Enterprise Preference Program

6.3.1 In reviewing Work Order Solicitations, the County will give preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with Chapter 2.205 of the Los Angeles County Code.

6.3.2 To apply for certification as an SE, businesses should contact DCBA at http://dcba.lacounty.gov.

6.3.3 Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit their SE certification letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their bid.

6.4 Disabled Veteran Business Enterprise Preference Program

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

6.4.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at http://dcba.lacounty.gov.

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

6.5 Preference Program Enterprises - Prompt Payment Program

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

7.0 STATEMENT OF QUALIFICATION REQUIREMENTS

This Section contains key project activities as well as instructions to Vendors in how to prepare and submit their SOQ.

7.1 Truth and Accuracy of Representations

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

7.2 Vendors' Questions

7.2.1 Vendors may submit written questions regarding this RFSQ by email to the RFSQ Contact identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

7.2.2 When submitting questions, please specify the RFSQ paragraph number, and page number and quote the language that prompted the question.. County reserves the right to group similar questions when providing answers.

7.3 Intentionally Omitted

7.4 Preparation and Format of the SOQ

One SOQ must be submitted via email to the RFSQ Contact identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements) by the date and time listed in the same paragraph.

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

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

7.4.1 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.

7.4.2 Vendor's Qualifications (Section A)

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

7.4.3 Vendor’s Background and Experience (Section A.1)

Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum mandatory requirements stated in Paragraph 3.0 of this RFSQ and has the capability to perform the required services as a corporation or other entity. The summary must include:

- **Experience (Section A.1.1)**

  Vendor’s history and experience in providing lines of insurance to public entities.

- **Knowledge and Ability (Section A.1.2)**

  Demonstration of the Vendor’s knowledge and ability to work with large public entities.

- **Insurance Portfolios (Section A.1.3)**

Description of the types of insurance portfolios the Vendor has provided other public entities.

For **each** Insurance Category the vendor is applying, the Vendor’s background and experience must **also** include, at minimum, the following information:

- Lines of insurance the Vendor has brokered for the applicable Insurance Category.
- Years of experience providing insurances in the applicable Insurance Category to public entities.

7.4.4 Supporting Documents (Section A.2):

Taking into account the structure of the Vendor’s organization, Vendor must 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.

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.

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

The County will conduct a review of Vendor’s pending litigation and judgements. Vendor must 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. Additionally, Vendor must provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

7.4.6 Proof of Insurance Licenses (Section A.4)

Vendor must provide a copy of their active license info that is listed on the California Department of Insurance licensing database (https://cdicloud.insurance.ca.gov/cal). This information must include:

- Business Name
- License number
- License Type and/or Qualification
- Original Issue Date
- Status, Status Date
- Expiration Date

7.4.7 Required Forms (Section B)

Include all forms identified in Appendix B (Required Forms). Specific requirements for each Required Form are list below, where applicable:

Exhibit 1 Organization Questionnaire/Affidavit

The Vendor must complete, sign and date the Exhibit 1 (Organization Questionnaire/Affidavit) as set forth in Appendix B (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.

Exhibit 2 Certification of Compliance

Exhibit 3 Request for Preference Consideration

Exhibit 4 Debarment History and List of Terminated Contracts

The County will conduct a review of Vendor's terminated contracts and debarment history. Vendor must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Vendor's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided as part of their SOQ.

Exhibit 5 Community Business Enterprise (CBE) Information

Exhibit 6 Minimum Mandatory Requirements

Exhibit 7 Vendor's References

Vendor must provide, at minimum, three (3) references where the same or similar scope of services was provided to public entities and can verify vendor's compliance with the required experience identified in Paragraph 3.3.

It is the Vendor's sole responsibility to ensure that information provided for each reference is accurate.

County may disqualify a Vendor if:

1) References fail to substantiate Vendor's background and experiences provided in section A.1 of the SOQ; or

2) References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or

3) The Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours.

Exhibit 8 Contribution and Agent Declaration

Exhibit 9 Declaration

7.4.8 Proof of Insurability (Section C)

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

7.4.9 Supplemental Submission Form (Electronic)

Vendor must submit a Supplemental Submission Form as outlined in Appendix D, Supplemental Submission Form Instructions. The submission is electronic; therefore it should not be included in the Vendor's SOQ. Failure of the Vendor to comply with this requirement may eliminate its SOQ from any further consideration.

7.5 SOQ Submission

One SOQ must be submitted by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via email to the contact listed in Paragraph 1.0, Subject: **SOQ for Insurance Brokers Program**.

No hard copies delivered in person or facsimile (faxed) responses will be accepted. Please note, each email attachment file size is limited to twenty-five (25) MB per email. Multiple emails of various file types (e.g., .zip, PDF, Excel) will be accepted, only if such file type is required by County. All SOQ documentation **must** be attached, not linked.

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline.

All SOQs will be firm offers and may not be withdrawn for a period of one hundred and eighty (180) days following the last day to submit SOQs.

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

7.6 Acceptance of Terms and Conditions of Master Agreement

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

7.7 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time upon written request for same to the Department.

8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

8.1 Review Process

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

8.1.1 Adherence to Minimum Mandatory Requirements

County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Requirements), and Exhibit 7 (Vendor References), to determine if the Vendor meets the minimum mandatory requirements as outlined in Paragraph 3.0 of this RFSQ.

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

Resubmitted SOQs will be accepted at the discretion of the County during the Master Agreement Term.

8.1.2 Vendor's Qualifications (Section A)

County's review will include the following:

8.1.2.1 Vendor's Background and Experience as provided in Section A.1 of the SOQ.

8.1.2.2 Vendor's Support Documents as provided in Section A. 2 of the SOQ.

8.1.2.3 A review to determine the magnitude of any pending litigation or judgements against the Vendor as provided in Section A.3 of the SOQ

8.1.2.4 Verification that Vendor possesses an active license in the California Department of Insurance (CDI) licensing database, as provided in Section A.4 of the SOQ.

8.1.3 Required Forms (Section B)

Review the forms provided in Section B of the SOQ. All forms listed in Paragraph 7.4.3 (Required Forms) must be included in Section B of the SOQ. Review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

8.1.4 Proof of Insurability (Section C)

County will review the proof of insurability provided in Section C of the SOQ.

8.2 Selection/Qualification Process

The Department will generally select Vendors that have experience in providing a broad range of insurance brokerage services. 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.

8.3 Master Agreement Award

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a 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 Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

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

9.0 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review (SRR) Request) 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:

9.1.1 The request for a SRR is made within the time frame identified in the solicitation document;

9.1.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;

9.1.3 The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

9.1.4 The request asserts that either:

9.1.5 application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

9.1.6 due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The SRR will be completed and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

9.2 Disqualification Review

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

9.2.1 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

9.2.2 The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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