



March 30, 2023

**ADDENDUM NUMBER ONE
AS-NEEDED EMPLOYEE RELATIONS HEARING OFFICER REQUEST FOR
STATEMENT OF QUALIFICATIONS**

This Addendum Number One to the As-Needed Employee Relations Hearing Officer Request for Statement of Qualifications (ERCOM 2024 RFSQ) is issued by the Executive Office of the Board of Supervisors on March 2, 2023, provides as follows:

This addendum contains portions of the ERCOM 2024 RFSQ that have been revised. The information contained in this Addendum One supersedes any related information previously provided. The Addendum will be posted on the following website:

[Solicitation Search – Doing Business With \(lacounty.gov\)](http://lacounty.gov)

Addendum One to the ERCOM 2024 RFSQ shall cause the following revisions. Double strike through shall signify deletions and underline font shall signify additions.

1. ERCOM 2024 RFSQ, Section 7, Proposal Submission Requirements, Subsection 7.5 Preparation and Format of the SOQ, Paragraph 7.5.4 Proof of Insurability (Section C) is revised to read as follows:

7.5.4 Intentionally Omitted

2. ERCOM 2024 RFSQ, Section 8, SOW Review/Selection/Qualification Process, Subsection 8.1 Review Process, Paragraph 8.1.4 Proof of Insurability (Section C) is revised to read as follows:

8.1.4 Intentionally Omitted

3. ERCOM 2024 RFSQ, Section 8, SOW Review/Selection/Qualification Process, Subsection 8.3 Master Agreement Award is revised to read as follows:

8.3 Master Agreement Award Proposers 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 Proposer, 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 Proposer. All Proposers will be informed of the final selections

4. ERCOM 2024 RFSQ, Appendix A, Sample Master Agreement, Section 2.0 Definitions, Subsection 2.1 is revised to read as follows:
 - 2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions of the contract. ~~and whose evidence of insurance requirements have all been received by the Executive Office, Board of Supervisors and are valid and in effect at the time of a given award.~~ As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
5. ERCOM 2024 RFSQ, Appendix A, Sample Master Agreement, Section 8.39 Subcontracting, Subsection 8.39.8 is revised to read as follows:

8.39.8 Intentionally Omitted
6. ERCOM 2024 RFSQ, Appendix A, Sample Master Agreement, Standard Exhibits, Exhibit B Contractor's Administration is deleted and replaced with the attached Exhibit B Contractor's Administration.
7. ERCOM 2024 RFSQ, Appendix A, Sample Master Agreement, Standard Exhibits, Exhibit G Pricing Schedule is deleted and replaced with the attached Exhibit G Pricing Schedule.
8. ERCOM 2024 RFSQ, Appendix A, Sample Master Agreement, Standard Exhibits, Exhibit H2 Contractor Acknowledgment and Confidentiality Agreement is deleted and replaced with the attached Exhibit H2 Contractor Acknowledgement and Confidentiality Agreement.
9. ERCOM 2024 RFSQ, Appendix B Contracts Required Forms, Exhibit 1, Proposer's Organization Questionnaire/Affidavit is deleted and replaced with the attached Exhibit 1, Proposer's Organization Questionnaire/Affidavit.

QUESTIONS AND ANSWERS

The following questions and responses were submitted on or before the Proposers' conference held on March 23, 2023:

1. Question:

Can I use documents I just submitted for Civil Service Hearing Officer?

Response:

No, please follow the ERCOM 2024 RFSQ, Section 7, Statement of Qualification (SOQ) Requirements to submit a separate SOQ in response to the ERCOM 2024 RFSQ.

2. Question:

Is there a training for this? I can't download the documents.

Response:

There is no training to assist with completing the SOQ. Fillable forms are available for download at the following website: [Solicitation Search – Doing Business With \(lacounty.gov\)](#)

3. Question:

Can we mail a hard copy or do the documents need to be sent electronically?

Response:

Please refer to the ERCOM 2024 RFSQ Section 7, Statement of Qualification (SOQ) Requirements, Subsection 7.6, SOQ Submission for instructions on how to submit your SOQ electronically.

4. Question:

I received a letter advising that my contract as a hearing officer had been extended to January 31, 2024. Do I have to submit a Statement of Qualifications now? If so, why?

Response:

A new SOQ must be completed to be considered for an award of a Master Agreement to provide As-Needed ERCOM Hearing Officer Services in the new ERCOM Master Agreement term. Refer to the ERCOM 2024 RFSQ, Section 2, General Information, Subsection 2.4 Master Agreement Process and Subsection 2.5 Master Agreement Term.

5. Question:

Will a fully fillable form be issued, or do we download and complete it with pen and mail it to your office?

Response:

Fillable forms are available for download at the following website: [Solicitation Search – Doing Business With \(iacounty.gov\)](https://iacounty.gov). Please refer to the ERCOM 2024 RFSQ Section 7, Statement of Qualification (SOQ) Requirements, Subsection 7.6, SOQ Submission for instructions on how to submit your SOQ electronically.

6. Question:

Can I just send the signature page and the exhibits? The whole thing is 90 pages or so and is a real burden to scan.

Response:

Please refer to the ERCOM 2024 RFSQ Section 7, Statement of Qualification (SOQ) Requirements, Subsection 7.5 Preparation and Format of the SOQ and Subsection 7.6, SOQ Submission for instructions on how to submit your complete SOQ electronically.

7. Question:

How do I provide verification of active membership in AAA and FMCS?

Response:

Copies of your membership status may be downloaded and printed from the various organizations outlined in the ERCOM 2024 RFSQ, Section 3, Proposer's Minimum Qualifications, Subsection 3.3.

8. Question:

What's the work order number and the County Master Agreement Number p 70?

Response:

Please disregard the work order number. This Addendum Number One to the ERCOM 2024 RFSQ deletes reference to the work order number. See Page 2, Item #8 of this Addendum and updated Exhibit H2 Contractor Acknowledgment and Confidentiality Agreement attached.

The County Master Agreement Number will be assigned once a proposer is deemed qualified and awarded a Master Agreement as outlined in ERCOM 2024 RFSQ Section 8, SOQ Review/Selection/Qualification Process, Subsection 8.3 Master Agreement Award.

9. Question:

Who is the County Project Director and Manager on Exhibit A under County Administration p 47?

Response:

The County Project Director and Manager will be completed by the County upon execution of the Master Agreement.

10. Question:

Can I print out the RFSQ and write in the information?

Response:

Yes. Please refer to ERCOM 2024 RFSQ Section 7, Statement of Qualification (SOQ) Requirements, Subsection 7.6, SOQ Submission for instructions on how to submit your SOQ electronically.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT G

PRICING SCHEDULE

1. Compensation

- 1.1 Compensation to the Contractor for Hearing Officer Services rendered for ERCOM pursuant to this Master Agreement shall be \$1500 per day or \$750 for a half-day of Hearing or report completion. A half-day is described as three (3) hours or less.
- 1.2 Contractor shall only be entitled to compensation for days when Hearings took place. Notwithstanding sub-section 3.1 Cancellation below, Contractor shall not be compensated for any prescheduled days if the Hearing does not take place or when a Hearing takes less time than anticipated.
- 1.3 Contractor shall not be entitled to compensation beyond the Maximum Compensable Time of each assignment as determined by the Commission in accordance with Exhibit F, SOW subsection 4.1.2. Any costs incurred to complete an assignment beyond the Maximum Compensable Time shall be borne by the Contractor.

2. Preparation

- 2.1 The ERCOM Executive Director, in his or her sole discretion, may authorize that the Contractor receive compensation for time spent in preparation for a Hearing when the Contractor 1) must review specialized material of a technical, scientific or legal nature; 2) is asked to act as a substitute Hearing Officer in an undecided Appeal; or 3) is assigned an Appeal that has been remanded for rehearing by a court of competent jurisdiction for which the Contractor is required to review the record of the prior Hearing. Said authorization must be in writing and approved by the ERCOM Executive Director. The Contractor must be available to commence the Hearing within 45 Days upon receiving notice of a case assignment.

3. Cancellation

- 3.1 If a scheduled date for a virtual or in-person Hearing assigned to the Contractor is cancelled within ten (10) Days notice or less, through no fault of the Contractor, and in accordance with the three circumstances listed below, the Contractor shall be compensated for one full-day of service at a rate of \$1500 per full day. The Contractor shall be compensated only for one day regardless of how many days the Hearing

may have been pre-scheduled. In addition to the above, the Contractor may only be entitled to payment for a cancelled Hearing for the following circumstances: 1) the matter is settled, 2) counsel or representative for a party is not prepared to proceed and requests a continuance, or 3) the Charging Party withdraws the charge. The Contractor shall not be entitled to any payment if a Hearing is cancelled due to medical issues of the parties, representatives, or the Hearing Officer, a Hearing takes less time than anticipated, or any other emergency.

**AS-NEEDED EMPLOYEE RELATIONS COMMISSION HEARING OFFICER
SAMPLE INVOICES**

Invoice: #1 _____

Matter: _____

Parties: _____

Hearing Officer Information

(Contractor Name)
(Contractor Address)
(Contractor Phone)
Contract # XXXXX

ACTIVITY	DATE(S)	FULL DAY/ HALF DAY \$1500/ \$750	AMOUNT
1 st day of Hearing Conducted Conference Call for motions, administrative processes, and exchange of discovery, etc.	01/01/20XX	Half Day	\$ 750.00
Conducted 2 nd Day of Hearing In – person Hearing	03/12/20XX	Full Day	\$1500.00
Conducted 3 rd Day of Hearing In Person Hearing and Closing Arguments	3/13/20XX	Full Day	\$1500.00
Completed Review of evidence and statements, Hearing Officer Report and Recommendations	4/1/20XX 4/2/20XX 4/3/20XX 4/4/20XX	Full Day Full Day Full Day Half Day	\$1500.00 \$1500.00 \$1500.00 \$ 750.00
Total Fees			\$9000.00

Invoice: **#2** _____

Matter: _____

Parties: _____

Hearing Officer Information

(Contractor Name)
 (Contractor Address)
 (Contractor Phone)
 Contract # XXXXX

ACTIVITY	DATE(S)	FULL DAY/ HALF DAY \$1500/ \$750	AMOUNT
Case remanded back for Supplemental Report by Commission. Completed supplemental report and submitted to Executive Director.	7/7/20XX 7/9/20XX	Full Day Half Day	\$1500.00 \$ 750.00
Total			\$2250.00

Invoice: #3

Matter: _____

Parties: _____

Hearing Officer Information

(Contractor Name)
(Contractor Address)
(Contractor Phone)
Contract # XXXXX

ACTIVITY	DATE(S)	FULL DAY/ HALF DAY \$1500/ \$750	AMOUNT
<u>Cancellation</u> : Case cancelled within 10 days of Hearing date. Parties settled the case.	01/01/20XX	Full Day	\$1500.00
Total			\$1500.00

**AS-NEEDED EMPLOYEE RELATIONS COMMISSION HEARING OFFICER SERVICES
MASTER AGREEMENT**

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTOR NAME

County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal 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 subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, 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 subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Contract specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

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

Contractor Name _____

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: _____

CONTRACTS REQUIRED FORMS – EXHIBIT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	Select the options that best define your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____ State if Incorporation: _____ Year of Incorporation: _____ If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____ If other: Specify business structure name: _____
2	Is your firm doing business under one or more DBA's? ☐ Yes ☐ No	
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of parent firm: _____
4	Has your firm done business as other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): Year(s) of Name Change

5	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".	
6	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	
8	Is the Proposer a current or former employee of the County of Los Angeles or receiving retirement benefits from the Los Angeles County Employees Retirement Association (LACERA)?	YES NO
9	Does Proposer have any pending litigations or judgments? If yes, please follow instructions in the RFSQ, 7.5.2.3 Proposer's Pending Litigation and Judgments (Section A.3).	YES NO