



INTERNAL DEPARTMENT SERVICES

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES (ODITS)

RFSQ#ITS-I10800-S

Prepared By
County of Los Angeles

(November 2023)

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1.0 SOLICITATION INFORMATION CHART

RFSQ Release Date	April 20, 2023
Request for a Solicitation Requirements Review Due	May 10, 2023
Virtual Proposer's Conference	May 8, 2023
Statement of Qualifications (SOQs) Due	May 25, 2023
RFSQ Contact	Brandy Corona, email: Bcorona@isd.lacounty.gov

Additional dates listed in Section 7.2, RFSQ Timetable.

2.0 GENERAL INFORMATION

2.1 Scope of Work

The County of Los Angeles (County), Internal Services Department (ISD) is seeking qualified vendors (Vendors) to enter into Master Agreements with the County to provide Over the Phone Interpretation Services (OPI), Video Remote Interpretation Services (VRI), Document Translation Services, In Person Sign Language Interpretation Services, In Person Oral Interpretation Services, and Miscellaneous Interpretation and Translation Services.

The County seeks to contract with Vendors that can provide on demand OPI and VRI services for all County Core Languages, including Sign Language twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year. The County also seeks to contract with Vendors that can provide Document Translation Services, In Person Sign Language Interpretation Services, In Person Interpretation Services and Miscellaneous Interpretation and Translation Services through a Service Request process.

Vendors are encouraged to submit their Statement of Qualifications (SOQ) to apply for one (1) or more of the following categories:

- Category 1 Over the Phone Interpretation Services
- Category 2 Video Remote Interpretation Services
- Category 3 Document Translation Services
- Category 4 In Person Sign Language Interpretation Services
- Category 5 In Person Oral Interpretation Services
- Category 6 Miscellaneous Interpretation and Translation Services

2.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ):

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

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

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

2.2.4 The following Appendices are included in the RFSQ:

- A Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review

- B Required Forms:** Forms contained in this section must be completed and included in the SOQ.
- C Sample Master Agreement:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- D Statement of Work(s) (SOW)** for each Category: Explains in detail the required services and work requirements to be performed by the selected Contractor(s) under the resultant Master Agreement.

2.3 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 C (Master Agreement), Paragraph 2 (Definitions).

2.4 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide On-Demand Interpretation and Translation services.

- 2.4.1** Master Agreements will be executed with all Vendors determined by the County to be qualified in one (1) or more On-Demand Interpretation and Translation Services category(ies).
- 2.4.2** The execution of a Master Agreement does not guarantee a Contractor any minimum or maximum amount of utilization of services, and may or may not be utilized, at the County's sole discretion.
- 2.4.3** Upon the County's execution of these Master Agreements, the qualified Vendors will become County Contractors, and will be added to the pool of qualified vendors to provide on-demand interpretation and translation services at the request of the Authorized Department (AD) in the category(ies) for which they qualified.
- 2.4.4** Qualified Contractors who are in compliance with the terms and conditions of the Master Agreement and whose evidence of insurance requirements have been received by ISD and is valid and in effect will become active Contractors and thereafter may, based on an as-needed basis, be requested to provide on-demand interpretation and translation services.
- 2.4.5** AD's will issue Service Requests to active Contractors on an as-needed basis to provide on-demand interpretation and translation services as specified in the Vendor' Minimum Mandatory Qualification, Section 3 of this RFSQ and ability to perform as specified in the Statements of Work, Appendices 1 through 6 of this RFSQ. However, based on the needs, each AD has the sole discretion to issue a service request to any active Contractor.

- 2.4.6** Payment for all work shall be on a fixed rate/fee as described in the applicable Price Sheet. The fixed rate/fee shall remain fixed and firm for the term of the Master Agreement, unless amended at ISD's discretion.
- 2.4.7** Contractor's rate/fees for each category(ies) shall remain firm and fixed for the term of the Master Agreement including option years.
- 2.4.8** The execution of a Master Agreement does not guarantee a Contractor any minimum or maximum amount of business. The County does not promise, warrant, or guarantee that the County will utilize any particular level of contractor services, or any services at all, during the term of the Master Agreement.

2.5 Master Agreement Term

The term of the Master Agreement will be five (5) years with two (2) additional two-year option periods and six (6) month-to-month extensions, for a potential maximum total term of nine and a half (9) and a half (1/2) years. Option periods will be exercised at the Department's discretion.

County will be continuously accepting 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 Director of Internal Services Department, or designee, and expire at the same time as the initially executed Master Agreements, unless sooner extended or terminated.

2.6 Indemnification and Insurance

Vendor will be required to comply with the Indemnification provisions contained in Appendix C (Master Agreement), Paragraph 8.22. Vendor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix C (Master Agreement), Paragraphs 8.23 and 8.24.

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

Contractor will 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 Exhibit I (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) of Appendix C (Sample Contract).

3.0 VENDOR'S MINIMUM QUALIFICATIONS

Interested and qualified Vendors that meet the Minimum Qualifications stated below are invited to submit an SOQ to qualify in one (1) or more of the On-Demand Interpretation and Translation Services categories identified below.

Note: The minimum mandatory qualifications may not be met through any collaboration or a subcontract relationship between two (2) or more organizations.

- 3.1** Vendor must have three (3) years of experience, within the last five (5) years providing services in each category for which they are attempting to qualify as identified below:
- Category 1 Over the Phone Interpretation Services
 - Category 2 Video Remote Interpretation Services
 - Category 3 Document Translation Services
 - Category 4 In Person Sign Language Interpretation Services
 - Category 5 In Person Oral Interpretation Services
 - Category 6 Miscellaneous Interpretation and Translation Services
- 3.2** 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.
- 3.3** Vendor must have the capability to provide reports in electronic format, designated by the County, to ISD and Authorized Departments based on the criteria outlined in Section 2.0, Service Requests and Specific Work Requirements, of the Statement of Work(s).

The following additional qualifications apply to Category 1:

- 3.4** Vendor must have a minimum of one (1) centralized calling center within the United States, with uninterruptible power supply, a toll-free access phone number, and fully redundant backup capabilities.

The following additional qualifications apply to Category 2:

- 3.5** Vendor must have one (1) free application or use a web application, with required log-in, hosted within the United States that resides on a secure server and a web browser, with no plug-ins or applets downloaded to the end User's computer with uninterruptible power supply and fully redundant backup capabilities that complies with County security protocols, Exhibit J, Information Security and Privacy Requirements, of the Sample Master Agreement.

The following additional qualifications apply to Categories 3 through 6

- 3.6** Vendor must have an administrative office, or administrative satellite office, located in Los Angeles County.
- 3.7** Vendor must have a secure web-based portal that requires authorized users to log-in to receive service requests.

- 3.8** Web-based portal must allow for ISD's County Master Agreement Project Manager and Finance access rights to electronic reports.

4 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract 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 Vendor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Vendor.

5 NOTIFICATION TO VENDORS

5.1 Notice to Vendors Concerning the 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 e-mailed to:

Brandy Corona
BCorona@isd.lacounty.gov

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

5.3 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/>.

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 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.

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 contract. 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 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 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 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.

5.6.4 If there is evidence that the Vendor may not be responsible, ISD will 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. ISD 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 ISD's recommendation.

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

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

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 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.

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 3 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

5.11 Jury Service Program

- 5.11.1** 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 review Paragraph 8.7 (Compliance with the County's Jury Service Program) of Appendix C (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 3 (Certification of Compliance). 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 3 (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 2 (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 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

5.13 Contractor's Charitable Contributions Compliance

- 5.13.1** California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the Background and Resources: California Charities Regulations, Appendix D. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.
- 5.13.2** All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms) certifying 1) they do not currently receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement or 2) they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts. A completed Exhibit 2 (Certification of Compliance) is a required part of any agreement with the County.
- 5.13.3** Prospective County contractors that do not complete Exhibit 3 (Certification of Compliance) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

5.14 Defaulted Property Tax Reduction Program

- 5.14.1** 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 reference the pertinent provisions of Appendix C (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 3 (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 Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.
- 5.15.2** Vendors are required to complete Exhibit 3 (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 C (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 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

- 5.16.1** 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).
- 5.16.2** 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.
- 5.16.3** 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.

5.16.4 Upon contract award or at any time during the duration of the agreement/contract, 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.

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

5.17.1 On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#).

5.17.2 Contractors are required to complete Exhibit 3 (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.

5.18 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/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/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

5.19 INTENTIONALLY OMITTED

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 6 (Community Based 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, e-mail 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.

6 COUNTY'S PREFERENCE PROGRAMS

To apply for certification as a Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), or Social Enterprise (SE), businesses should contact Los Angeles County Department of Consumer and Business Affairs (DCBA) at <http://dcba.lacounty.gov>.

6.1 Preference Program Enterprises (PPEs) - 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 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

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).

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, or designee's, sole judgment and the judgment will be final.

7.2 RFSQ Timetable

The timetable for this RFSQ is outlined in 1.0 Solicitation as follows:

EVENT	DATE/TIME
Release of RFSQ	April 20, 2023

Request for a Solicitation Requirements Review Due (10 business days after release of solicitation document)	May 10, 2023
Deadline to Register for Virtual Proposer's Conference	May 5, 2023
Virtual Proposer's Conference	May 8, 2023
Written Questions Due	May 11, 2023
Questions and Answers Released via Addendum	May 18, 2023
Statement of Qualifications (SOQs) Due	May 25, 2023 by 2:00 pm (open/continuous) via email to Brandy Corona at Bcorona@isd.lacounty.gov

*SOQs that are submitted after the initial due date and time indicated above shall be considered for review at the convenience of the County. Please note the County may at any time issue an addendum as described in Section 4, (County Rights and Responsibility), to close this RFSQ.

7.3 Vendors' Questions

Vendors may submit questions regarding this RFSQ by e-mail at any time during this solicitation. All questions must be submitted to the County Personnel listed in Section 5.2, (Contact with County Personnel), of this RFSQ. County will provide specific responses to the Vendor who submitted such questions.

County reserves the right to compile and publish any frequently asked questions and the corresponding answers in an addendum to the RFSQ. County reserves the right to group similar questions when providing answers.

7.4 Vendors Conference

A Vendors Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Vendors. The conference is scheduled as follows:

May 8, 2023

9:00 am to 10:00 am

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 268 993 507 038

Passcode: SxczHz

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)
[+1 323-776-6996](tel:+13237766996), [789658003#](tel:+13237766996) United States, Los Angeles
Phone Conference ID: 789 658 003#
[Find a local number](#) | [Reset PIN](#)
[Learn More](#) | [Meeting options](#)

7.5 Preparation and Format of the SOQ

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

The SOQ must be typewritten, single spaced, with no less than 11-point font in Word.

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

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)
- Do not include "head notes" or "foot notes" on any pages of the Statement of Qualifications.

7.5.1 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.

7.5.2 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:

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

- 1) The Vendor must complete, sign and date the Form 2 (Proposer's Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms).
- 2) The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement.

For each category that the company, agency, or firm is attempting to qualify under, Vendor must:

- 3) Provide a separate Statement of Experience (SOE) for each service category that includes sufficient detail to demonstrate the ability of the company, agency, or firm to carry out On-Demand Interpretation and Translation Services as described in this RFSQ. The SOE shall include a summary of relevant background information to demonstrate that the vendor meets the minimum mandatory qualifications, including years of experience, stated in Sub-sections 3.1-3.7 of this RFSQ. Do not merely attest your company, agency, or firm will comply or restate the requirements. The SOE for each desired category must not exceed three (3) pages.

Note that for the Review Process of the SOQ, reviewers will not read the SOE beyond the three (3) page limit per category.

- 4) 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.
- 5) 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.

7.5.2.2 Vendor's References (Section A. 2)

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title, email address, and phone number for each reference is accurate. The same references may be listed on Form 8 (Proposer's List of References) of Appendix B (Required Forms).

County may disqualify a Vendor if:

- 1) References fail to substantiate Vendor's description of the services provided; 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.

The Vendor must complete and include Required Forms, Form 4 (Proposer's Debarment History and List of Terminated Contracts), and Form 8 (Proposer's List of References) as set forth in Appendix B (Required Forms)

- 1) Prospective Contractor References, Form 8 - Vendor must provide three (3) references where the same or similar scope of services were provided.
- 2) Proposer's Debarment History and List of Terminated Contracts, Form 4 - Listing must include contracts terminated within the past three (3) years with a reason for termination.

7.5.2.3 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.

7.5.3 Required Forms (Section B)

Include all forms identified in Appendix B (Required Forms).

Form 1	Statement of Qualifications (SOQ) Checklist (should be included as the first page in Vendor's SOQ, Section A.1)
Form 2	Proposer's Organization Questionnaire/Affidavit
Form 3	Certification of Compliance
Form 4	Proposer's Debarment History and List of Terminated Contracts
Form 5	Declaration
Form 6	Community Business Enterprise (CBE) Information (Excel)
Form 7	Vendor's Compliance with Encryption Requirements
Form 8	Vendor's List of References
Form 9	Price Sheet (EXHIBIT B to the Master Agreement)

7.5.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix C (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.

7.5.5 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable licenses.

7.6 SOQ Submission

SOQs must be submitted as follows:

The electronic original SOQ shall also include one (1) electronic copy in searchable Adobe PDF format and one (1) redacted electronic copy in searchable Adobe PDF format in separate zip folders. The zip files shall be name:

“SOQ For ODITS.RFSQ#ITS-I10800-S”

The SOQ and any related information must be emailed to:

[Brandy Corona](mailto:BrandyCorona@isd.lacounty.gov)
BCorona@isd.lacounty.gov

Electronic copies shall be in searchable Adobe PDF format and organized in the same manner as stated in this RFSQ. With respect to the requirement to submit a redacted Adobe PDF SOQ, vendors shall also submit one (1) electronic copy in searchable Adobe PDF format, with all confidential, proprietary and trade secret information redacted. The vendor must specifically redact only those parts of the

SOQ that are actually trade secret, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of every page as "Trade Secret," "Confidential," or "Proprietary," is not acceptable.

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in Paragraph 7.2. Submitting Vendors will bear all risks associated with technology delays and is responsible to confirm receipt of documents with Contracts Analyst.

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.

7.7 Acceptance of Terms and Conditions of Master Agreement

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

7.8 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time. If an SOQ is withdrawn the Vendor may resubmit at a later time while the RFSQ is open.

8 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 Qualifications

County will review Form 1, (Statement of SOQ Checklist), Form 2 (Proposer's Organization Questionnaire/Affidavit), and determine if the Vendor meets the minimum qualifications as outlined in Paragraph 3 of this RFSQ. Form 2 will serve as an Affidavit that a Vendor attests that it meets the minimum mandatory qualification for the required services. Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration at this time.

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 References as provided in Section A. 2. The 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.

8.1.2.3 If the Vendor is a corporate entity, said entity's "active" status will be verified: For California corporations the "active" status will be verified via the California Secretary of State's website: <http://BusinessSearch.sos.ca.gov>.

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

8.1.3 Required Forms (Section B)

All forms listed in Paragraph 7.5.3 (Required Forms) must be signed, dated and included in Section B of the SOQ.

8.1.3.1 Price Sheets

County will review that one Price Sheet was completed for **each** category Vendor is attempting to qualify in Section B of the SOQ.

Vendor must use the price sheets provided (SOQ Form 9)

Note: Payment for all work shall be on a fixed rate/fee based on the applicable Price Sheet. The fixed rate/fee shall remain fixed and firm for the term of the Master Agreement, unless amended at ISD's discretion.

8.1.4 Proof of Insurability (Section C)

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

8.1.5 Proof of Licenses (Section D)

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

8.2 Selection/Qualification Process

The Department will generally select Vendors that have experience in providing a broad range of On-Demand Interpretation and Translation 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.

The Department will continuously accept SOQs throughout the Master Agreement term to qualify additional vendors. Master Agreements will become effective upon the date of execution by the Direction of ISD, or designee, and shall expire at the same time as the initially executed Master Agreements.

8.4 Master Agreement Contractors Applying for Additional On-Demand Interpretation and Translation Service Category(ies)

During the term of the RFSQ, Master Agreement Contractors may submit an abbreviated SOQ to qualify for additional On-Demand Interpretation and Translation Services category(ies).

Master Agreement Contractors interested in applying for additional category(ies) shall submit an Additional Category(ies) Abbreviated SOQ that follows as outlined in Section 7.5, Preparation and Format of the SOQ of this RFSQ.

Master Agreement Contractors applying for additional category(ies) shall submit their Additional Category(ies) Abbreviated SOQ as outlined in Section 7.6, (SOQ Submission) except shall bear the words:

“Abbrvd.SOQ for ODITS.RFSQ#ITS-I10800-S”

All Additional Category(ies) abbreviated SOQs submitted to qualify for additional On-Demand Interpretation and Translation Services categories are subject to a Modified Review Process consistent with the review process in Section 8, (SOQ REVIEW/SELECTION/QUALIFICATION PROCESS) of this RFSQ and Section 9.2 (Disqualification Review).

ISD will inform Master Agreement Contractors deemed qualified for the additional category(ies) and will issue an amendment to their Master Agreement to add the additional services.

9 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix A (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 ISD's sole discretion, if the request does not satisfy all of the following criteria:

- 9.1.1** The request for a Solicitation Requirements Review is made within the time frame identified in the solicitation document (generally, within ten business days of issuance of 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:
 - 9.1.4.1** application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - 9.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review will be completed and ISD'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 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 ISD'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 ISD'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 must be completed, and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.