CHIEF EXECUTIVE OFFICE

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FOR
STRATEGIC PLAN AND SUPPORT SERVICES

Prepared By
County of Los Angeles

CEO-RFSQ-AO-25-01

August 2025
(Rev December 2025)

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1.0 SOLICITATION INFORMATION

RFSQ Release Date	August 13, 2025
RFSQ Contact	Angela Wu ContractSolicitations@ceo.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	August 20, 2025
Written Questions Due	August 27, 2025
Questions and Answers Released via Addendum	On or about September 03, 2025
SOQ's Initial Due Date County will continuously accept SOQs throughout the term of the Master Agreement, unless the County suspends or closes the solicitation.	**September 10, 2025**
Anticipated Master Agreement Term	**Initial Term** January 1, 2026*-December 31, 2030 *Or upon execution, whichever is later
Minimum Mandatory Requirements	Refer to Paragraph 3.0 (Minimum Mandatory Requirements)

2.0 GENERAL INFORMATION

2.1 Scope of Work

The County of Los Angeles, (County) Chief Executive Office (CEO) is seeking qualified Vendors to enter into Master Agreements to provide **Strategic Plan and Support Services** (Services) to various County departments (Departments) on an as-needed basis. These consulting services will support Departments' efforts to align with County goals and priorities.

Under the Master Agreement, qualified Vendors will be included, based on demonstrated qualifications, in one or more Service Categories described in Appendix B (Services Categories).

2.2 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 A (Master Agreement), Paragraph 2.0 (Definitions).

2.3 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide Services to Departments. Specific tasks, deliverables, pricing structure, etc., will be determined at the time the Department releases the Work Order solicitations.

2.3.1 Master Agreements will be executed with all Vendors determined to be qualified in accordance with Paragraph 8.0 (Qualification Process).

2.3.2 Upon the CEO's execution of these Master Agreements, qualified Vendors become County Contractors and may be solicited under competitive conditions to provide as-needed Services through Work Orders.

2.3.3 Contractors may qualify under one or more Service Categories and will only be solicited for Work Orders related to the Service Categories for which they have been approved.

2.3.4 Each Work Order will include a detailed Statement of Work describing the specific project and required services.

2.3.5 Payment will be on a time-and-materials or fixed-price-per-deliverable basis, subject to the Total Maximum Amount specified in each Work Order.

2.3.6 Execution of a Master Agreement does not guarantee any minimum amount of work or issuance of Work Orders.

2.4 Anticipated Master Agreement Term

The term of any Master Agreement will be for up to five (5) years or through December 31, 2030.

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 Chief Executive Officer or designee and expire at the end of the Master Agreement term, unless sooner extended or terminated.

The County may, at its sole discretion, suspend this RFSQ in whole or in part, including suspension of individual Service Categories once sufficient qualified Contractors have been selected. The County may re-open the RFSQ, or any suspended Category, if additional Contractors are needed. The County may also cancel this RFSQ at any time.

3.0 MINIMUM MANDATORY REQUIREMENTS

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

3.1 Minimum Qualifications

Vendor may seek to qualify for one or more Service Categories listed in Appendix B (Service Categories) and must clearly indicate each Service Category for which qualification is sought. For each such Category, Vendor must:

3.1.1 Possess a minimum of three (3) years of experience within the last five (5) years performing services substantially similar to those described in Appendix B (Service Categories).

3.1.1.1 Provide descriptions of past projects and corresponding sample work products (redacted as needed) for each reference listed in Appendix C (SOQ Packet), Form 5 (List of References).

3.1.1.2 Ensure that at least one (1) reference must be responsive and able to confirm both the Vendor’s experience and the authenticity of the submitted sample work products.

3.1.2 Meet additional requirements specified in Appendix B (Service Categories), if applicable.

3.2 Unresolved Disallowed Costs

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.

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 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.

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

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).

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 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 Form 2 (Certification of Compliance) of Appendix C (SOQ Packet).

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 CEO 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 CEO 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 CEO's recommendation.

5.6.5 If the Vendor presents evidence in rebuttal to the CEO, the CEO will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Vendor 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 Form 2 (Certification of Compliance) of Appendix C (SOQ Packet), 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 Form 2 (Certification of Compliance) of Appendix C (SOQ Packet). 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 Form 2 (Certification of Compliance) of Appendix C (SOQ Packet), 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 Form 1 (Organization Questionnaire/Affidavit) of Appendix C (SOQ Packet). 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 Form 1 (Organization Questionnaire/Affidavit) of Appendix C (SOQ Packet) during the solicitation.

5.13 Defaulted Property Tax Reduction Program

5.13.1 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.

5.13.2 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 Form 2 (Certification of Compliance) in Appendix C (SOQ Packet). 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).

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

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

5.14.1 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.

5.14.2 Vendors are required to complete Form 2 (Certification of Compliance) in Appendix C (SOQ Packet), 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.

5.15 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.15.1 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).

5.15.2 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.

5.15.3 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.

5.15.4 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.

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

5.16.1 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. Additionally, on February 27, 2024, the County adopted Los Angeles County Code Chapter 8.300 (Fair Chance Ordinance for Employers) to facilitate meaningful implementation of Fair Chance policies in the County and remove barriers to employment to ensure individuals with criminal records have fair and equitable access to opportunities for gainful employment.

5.16.2 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 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers), as indicated in the Master Agreement.

5.16.3 Further, contractors are required to comply with the requirements under Section 12952 and Los Angeles County Code Chapter 8.300 for the term of any contract awarded pursuant to this solicitation.

5.17 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).

5.18 Community Business Enterprise 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 Form 4 (Community Business Enterprise (CBE) Information) form in Appendix C (SOQ Packet).

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.

5.19 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than $500 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 Form 6 (Contribution and Agent Declaration Form) of Appendix C (SOQ Packet). 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 Form 6, and failure by the Proposer 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 $500 to a County officer for twelve (12) months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

5.20 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

5.20.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Vendor's response to this RFSQ, Vendor must submit a certification, as set forth in Form 7 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix C (SOQ Packet), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a SOQ response to this RFSQ identify prospective Subcontractors, or should Vendor intend to use Subcontractors in the provision of services under any subsequent Master Agreement, Vendor must submit a certification, completed by each Subcontractor, attesting that neither the Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

5.20.2 Failure to provide the required certification may eliminate Vendor's response to RFSQ from consideration.

5.20.3 In the event that Vendor and/or its Subcontractor(s) is or are unable to provide the required certification, Vendor instead will provide a written explanation concerning its and/or its Subcontractor's inability to provide the certification. Vendor's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the proposer and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the Master Agreement which is being solicited by this RFSQ.

5.20.4 The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the SOQ response to this RFSQ is appropriate under the federal law.

6.0 STATEMENT OF QUALIFICATION (SOQ) INSTRUCTIONS

6.1 SOQ Submission Requirements

6.1.1 The SOQ must follow the structure, instructions, and requirements outlined in Appendix C (SOQ Packet).

6.1.2 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 A (Master Agreement).

6.1.3 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 Chief Executive Officer or designee's sole judgment and their judgment will be final.

6.2 Vendors' Questions

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

6.2.2 When submitting questions, please specify the RFSQ paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

6.3 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to the Chief Executive Officer or designee.

7.0 QUALIFICATION PROCESS

7.1 Phase 1: Adherence to Minimum Mandatory Requirements

County will review the Appendix C (SOQ Packet) to determine if the Vendor meets the minimum mandatory requirements as outlined in Paragraph 3.0 of this RFSQ.

For each Service Category, Vendor's references provided in Appendix C (SOQ Packet), Form 5 (List of References) must be responsive and validate that the Vendor meets the Minimum Qualifications identified for that Service Category.

Failure of the Vendor to comply with the Minimum Mandatory Requirements may eliminate its SOQ from any further consideration at the CEO's sole discretion. The

CEO may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

7.2 Phase 2: Detailed Review

SOQs will undergo a detailed review to ensure that all submitted documents are complete and accurate, and that the Vendor can demonstrate both the ability and willingness to comply with the requirements of the Master Agreement. As part of this review, the CEO may also conduct due diligence to further assess the Vendor's overall responsibility and responsiveness, including but not limited to:

7.2.1 Reviewing the Contractor Alert Reporting Database.

7.2.2 Evaluating any prior contract terminations.

7.2.3 Assessing the extent of any pending litigation or outstanding judgments involving the Vendor.

7.2.4 Verifying that required insurance documentation can be, or has been, provided.

7.3 Master Agreement Award

The CEO will execute Board-authorized Master Agreements with each selected Vendor determined to be fully qualified and compliant. All Vendors will be informed of the final selections.

8.0 PROTEST PROCESS OVERVIEW

8.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix D (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:

8.1.1 The request for a SRR is made within the time frame identified in Paragraph 1.0 (Solicitation Information);

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

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

8.1.4 The request asserts that either:

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

8.1.4.2 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.

8.2 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:

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

8.2.2 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 must be completed and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.