

**THE
LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT**

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

**HELICOPTER MAINTENANCE, ENGINEERING AND
REPAIR SERVICES**

AUGUST 2005

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
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1.0 GENERAL INFORMATION

This section provides general information concerning the **Sheriff's Helicopter Maintenance, Engineering and Repair Services Master Agreement**, Request for Statement of Qualifications.

1.1 Background

The County of Los Angeles, Sheriff's Department is seeking qualified companies to enter into agreements with the County to provide as-needed Helicopter Maintenance, Engineering And Repair services that will supplement work being performed by Sheriff Department staff. Vendors that satisfy the Minimum Requirements set forth herein (Paragraph 1.4) and enter into this Agreement shall be known as Qualified Contractors.

The Sheriff's Department's Aero Bureau flies an aggregate total of approximately 10,000 helicopter hours each year in support of law enforcement as well as search-and-rescue missions in twelve Eurocopter AS350B2 and three Sikorsky, H-3 helicopters. Routine repairs, maintenance and phase inspections of all aircraft are performed primarily by Sheriff's Department's airframe and powerplant mechanics on a continuous basis in accordance with mandatory time/life schedules.

1.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Agreement and explains the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors for preparing and submitting their Statements of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION/QUALIFICATION PROCESS:** Contains information on how the SOQ will be reviewed, selected and qualified.
- **APPENDICES:**
 - **A - STATEMENT OF WORK**
 - **B - REQUIRED FORMS:** Forms 1 through 10 contained in this Section must be completed and included in the SOQ.
 - **C - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to department requesting a Solicitation Requirements Review.

- **D - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS**
- **E - SAMPLE WORK ORDER FORMAT**
- **F - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**
- **G - SAMPLE AGREEMENT:** This document together with its Exhibits sets forth the terms and conditions that will be referenced by each individual Agreement executed with qualified vendors.

1.3 Scope of Work

The Sheriff will solicit various types of services from Qualified Contractors during the term of this Agreement. A Vendor may submit qualifications for one or both Service Class categories listed below, or for any combination of Service Types for either or both Service Classes.

1.3.1 Service Class I: Sikorsky H-3 Helicopter

- Service Type 1 – Critical Components
- Service Type 2 – Non-Critical Components

1.3.2 Service Class II: Eurocopter AS350B2 Helicopter

- Service Type 1 – Critical Components
- Service Type 2 – Non-Critical Components

Qualified Contractors will provide to the County services including, but not limited to:

- Major repairs
- Overhauls of dynamic components, engines and engine accessories
- Engineering support
- Structural airframe repairs and/or modifications
- General aircraft maintenance

A general description of each Service Class and Service Type is provided in Appendix A, Statement of Work.

1.4 Vendor's Minimum Qualifications

Contractor (s) must demonstrate that they meet the minimum qualifications listed in Subparagraphs 1.4.1 or 1.4.2, and must also meet all other minimum qualifications listed below:

- 1.4.1 Must have at least five (5) years of experience in providing a full range of aircraft maintenance services in one or more of the following flight-critical areas: dynamic component repair and overhaul, power plant

repair and overhaul, airframe repair and refurbishment, aircraft repair parts resale and distribution, aircraft electrical and hydraulic systems maintenance and repair, and avionics systems maintenance and repair. These services are further defined in Appendix A, Statement of Work, Part I.

1.4.2 Must have at least five (5) years of experience in providing a full range of maintenance services in one or more of the non-flight critical areas defined in Appendix A, Statement of Work, Part II.

1.4.3 License/Certification:

- (1) Operate a licensed repair station, certified and approved by the Federal Aviation Administration (FAA) under Federal Aviation Regulation Part 145, or
- (2) Operate an Approved Maintenance Organization (AMO), certified and approved by Transport Canada under Canadian Aviation Regulations, Part V, sub-part 73.

1.4.4 Must have a business office located within the continental United States or Canada staffed by qualified service personnel who maintain service records and receive service requests over the telephone.

1.4.5 It is not required that Vendors be qualified to perform all of the tasks described in Appendix A, Statement of Work. Vendors responding to this solicitation are asked to respond only to those components of Appendix A, Statement of Work based on the actual services intended to be provided.

1.4.6 Vendor must respond positively to a willingness to hire GAIN/GROW participants. (Reference: Paragraph 1.26)

1.4.7 Vendor must comply with the County's Child Support Compliance Program. (Reference Paragraph 1.22)

1.4.8 Vendor must certify intent to comply with the County's Jury Service Program. (Reference: Paragraph 1.31)

1.5 [Intentionally Omitted]

1.6 Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide the Los Angeles County Sheriff's Department with Helicopter Maintenance, Engineering and Repair services. Specific tasks, deliverables, etc. will be outlined in a work Specification (Specifications) at the time the Sheriff's Department requests work.

1.6.1 Agreements will be executed with all Vendors determined to have met the minimum qualifications outlined in Paragraph 1.4, Vendor's Minimum Qualifications.

- 1.6.2 Upon the Department's execution of these Agreements, and the receipt of required insurance documents, the qualified Vendors will become County Contractors, and thereafter from time to time they may be solicited under competitive conditions to provide as-needed Sheriff's Helicopter Maintenance, Engineering and Repair services under Work Orders to be issued by the Sheriff. Work Orders shall include Specifications which detail the particular project and the work required for the performance thereof. Payment for all work shall be on a fixed-price/not-to-exceed-cost per deliverable basis, subject to the total maximum amount specified on each individual Work Order. The execution of an Agreement does not guarantee a Contractor any minimum amount of business. The County reserves the right to solicit Work on a competitive or non-competitive basis.
- 1.6.3 For Work Order solicitations, only those Contractors qualified for the specific type of work will be contacted to submit bids.
- 1.6.4 The County will be continuously accepting SOQs during the term specified in the Sample Agreement, Appendix G, to qualify additional vendors.

1.7 Agreement Term

- 1.7.1 The Term of this Agreement shall be three (3) years with two (2) one-year renewal options, and thereafter, a six (6) month option, in any increment, from the date the County Board of Supervisors approves the original Sample Agreement, Appendix G, unless sooner extended or terminated, in whole or in part. Renewal options will be executed at the Sheriff's sole discretion.
- 1.7.2 The Agreement will become effective upon the date of its execution by the Sheriff. If, at some later date, additional Vendors become qualified to work under this Agreement, such executed Agreements shall be bound by the Term and respective dates established by the Master Agreement. All Agreements executed under the Master Agreement shall terminate simultaneously with the Master Agreement.

1.8 County Rights & Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered. Such determination shall be at the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing, and may be mailed, e-mailed or faxed to:

Los Angeles County Sheriff's Department
Attention: Angelo Faiella, Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
e-mail address: afaiell@lasd.org
fax: (323) 415-1246

1.10 Mandatory Requirement to Register on County's WebVen

Prior to executing an Agreement, all potential Vendors must register in the County's WebVen information system. The WebVen system contains the Vendor's business profile, and identifies the goods/services the business provides. Registration can be accomplished on the Internet by accessing the County's home page at http://laCounty.info/doing_business/main_db.htm.

(n.b. There are underscores in the Internet address between the words 'doing business' and 'main db'.)

1.11 Sheriff's Department Option To Reject SOQs

The Sheriff of Los Angeles County, at his sole discretion, may reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by a Vendor in connection with the preparation and submittal of any SOQ.

1.12 Protest Process

Any actual or prospective Vendor may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Vendor challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

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 to do so.

1.12.1 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 a Solicitation Requirements Review, Paragraph 2.4.

1.13 Notice to Vendors Regarding Public Records Act

- 1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when the County executes Agreements with qualified Vendor(s), all such SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are defined and identified by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality, or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception and may subject the entire SOQ to disclosure. The Vendor must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Appendix G, Exhibit A, Additional Terms and Conditions, Paragraph 8.22. Vendor shall procure, maintain, and provide to the County, certificates of proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix G, Exhibit A, Additional Terms and Conditions, Paragraph 8.24.

1.15 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Incorporated. For additional information, a Vendor may call (800) 420-0555, or contact them through their web-address: www.2sparta.com.

1.16 Injury & Illness Prevention Program (IIPP)

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

1.17 Background and Security Investigations

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

1.18 Employee Acknowledgement and Confidentiality Agreement

Vendor shall be required to comply with the Confidentiality provision contained in Appendix G, Exhibit A, Additional Terms and Conditions, Section 3.0 and the Independent Contractor Status provision contained in Appendix G, Exhibit A, Additional Terms and Conditions, Section 41.0. Contractor shall ensure that it obtains and submits to the County, a signed "Contractor Employee Acknowledgement and Confidentiality Agreement" as specified in Appendix G, Sample Agreement, Exhibit G2, for each employee performing services under the Agreement, for each Work Order before work begins.

Contractor shall also ensure that it obtains and submits to the County, a signed "Non-Contractor Employee Acknowledgement and Confidentiality Agreement" as specified in Appendix G, Sample Agreement, Exhibit G3, for each non-employee performing services under the Agreement, for each Work Order before work begins.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a prospective Contractor, or have any other direct or indirect financial interest in the selection of a Contractor. The Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix B, Required Forms, Exhibit B3, Certification of No Conflict of Interest.

1.20 Determination of Vendor Responsibility

1.20.1 Responsible Vendor

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 services outlined in Appendix A, Statement of Work. It is the County's policy to conduct business only with responsible Vendors.

1.20.2 Chapter 2.202 of the County Code

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 SubContractors and of which the Vendor had no knowledge, shall not be the basis of a determination that the Vendor is not responsible.

1.20.3 Non-responsible Vendor

The County may declare a Vendor to be non-responsible for purposes of this Agreement if the Board of Supervisors, in its discretion, finds that the Vendor had 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 the services required by this Agreement with the County, or an agreement or contract with any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.20.4 Intention to Recommend to the Board of Supervisors

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

1.20.5 Recommendation to the Board of Supervisors

If the Vendor presents evidence in rebuttal to the Sheriff's Department, the Sheriff's Department shall 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 shall reside with the Board of Supervisors.

1.20.6 SubContractors of Vendors

These terms shall also apply to proposed SubContractors of Vendors on County contracts.

1.21 Vendor Debarment

1.21.1 Chapter 2.202 of the County Code

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding on, or being awarded, and/or performing work on other County contracts for a specified period of time, not to exceed three (3) years, 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 any term or condition of an Agreement 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 or any other public entity, or nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

1.21.2 Notice to Vendor

If there is evidence that the Vendor may be subject to debarment, the Sheriff's Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

1.21.3 Contractor Hearing Board

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

1.21.4 Presentation to Board of Supervisors

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.21.5 SubContractors of Vendors

These terms shall also apply to proposed SubContractors of Vendors on County contracts.

1.21.6 Debarment List

Appendix F is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Vendor's Adherence to County Child Support Compliance Program

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of

Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of the Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

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

1.23.2 Vendor Notification to County

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

1.23.3 Form of Improper Consideration

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

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code

by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix B, Required Forms, Exhibit B6, as part of their SOQ.

1.25 Federal Earned Income Credit

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

1.26 Consideration of GAIN/GROW Participants for Employment

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

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix B, Required Forms, Exhibit B9, as part of their SOQ.

1.27 County's Quality Assurance Plan

After award of an Agreement, the County or its agent will evaluate the Contractor's performance under the Agreement on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Agreement. Contractor's deficiencies which the County determines are severe or continuing and that may place the performance of the Agreement in jeopardy if not corrected, may be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County's Project Director and Contractor. If improvement does not occur consistent with the corrective action measures, the Sheriff may terminate the Agreement in whole or in part.

1.28 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix G, Exhibit A, Additional Terms and Conditions, Paragraph 8.38.

1.29 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each SubContractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

1.30 County Policy on Doing Business with Small Business

The County has multiple programs that address Small Businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business. One program, the Local Small Business Enterprise Preference Program, requires the Vendor to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.32 of this section. The County also has a Policy on Doing Business with Small Business that is stated in Appendix D.

1.31 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read this Paragraph and the pertinent jury service provisions of Appendix G, Exhibit A, Additional Terms and Conditions, Section 33.0. The Jury Service Program applies to both Contractors and their SubContractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.31.1 The Jury Service Program requires Contractors and their SubContractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees

providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.31.2 There are three ways in which a Contractor might not be subject to the Jury Service Program:

The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program.

The second exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation".

The third exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.31.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, Appendix B, Required Forms, Exhibit B10, 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.

2.0 INSTRUCTIONS TO VENDORS

This Section contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

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

2.3 RFSQ Timetable

The timetable for this RFSQ is discussed in the cover document of this solicitation.

This RFSQ is an ongoing solicitation until withdrawn by the County. All SOQs received by the due date will be used to establish an initial pool of qualified vendors. Thereafter, interested Vendors are invited to submit an SOQ at their earliest convenience. SOQs submitted after the due date may not be reviewed initially, however, they may be reviewed at a later date to determine if they meet the qualifications listed in the RFSQ. The County reserves the right to cancel this solicitation at any time.

2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Appendix C, Transmittal Form to Request a RFSQ Solicitation Requirements Review along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a Solicitation Requirements Review is received by the Sheriff's Department by 2:00 pm (PST) on August 25, 2005.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:

- application of the minimum qualifications, review criteria and/or business requirements unfairly disadvantage the Vendor; or,
- due to unclear instructions, the process may result in the County not receiving the best possible responses from the Vendors.

The Solicitation Requirements Review shall be completed and the Sheriff's Department's determination shall be provided to the Vendor, in writing, within a reasonable time prior to the SOQ due date. All Requests for Review should be submitted to:

Los Angeles County Sheriff's Department
Attention: Angelo Faiella, Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754

2.5 Vendors' Questions and Vendors' Conference:

Vendors may submit written questions regarding this RFSQ by mail, fax or e-mail to the Contracts Analyst identified below. All questions must be received by 12:00 p.m., August 29, 2005. All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The addendum will be mailed to all Vendors that received the RFSQ, in addition to being posted on the County of Los Angeles web site. To ensure receipt of any addenda, Vendors should include correct mailing address, fax number or e-mail address, whichever is appropriate. Questions should be addressed to:

Los Angeles County Sheriff's Department
Attention: Angelo Faiella, Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
e-mail address: afaiell@lasd.org
fax: (323) 415-1222

A Vendor's Conference will be conducted on August 30, 2005, from 09:00 AM to 12:00 PM (PST). The location of the Conference is:

Los Angeles County Sheriff's Department
Aero Bureau Headquarters
3235 North Lakewood Boulevard
Long Beach, California 90808
Phone: (562) 421-2701

