



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

PSYCHOLOGICAL SERVICES

RFSQ 502-SH

June 2014

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable agreement and applicable law.

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
 PSYCHOLOGICAL SERVICES
 TABLE OF CONTENTS**

<u>SECTION</u>	<u>PAGE</u>
1.0 GENERAL INFORMATION	1
1.1 Scope of Work.....	1
1.2 Overview of Solicitation Document.....	1
1.3 Terms and Definitions.....	2
1.4 Vendor’s Minimum Mandatory Qualifications	2
1.5 California Public Employees’ Pension Reform Act (PEPRA)	3
1.6 Master Agreement Process	3
1.7 Master Agreement Term.....	4
1.8 County Rights & Responsibilities.....	4
1.9 Contact with County Personnel	5
1.10 Mandatory Requirement to Register on County’s WebVen.....	5
1.11 County Option to Cancel RFSQ and/or Reject SOQs	5
1.12 Protest Process	5
1.13 Notice to Vendors Regarding Public Records Act.....	6
1.14 Indemnification and Insurance.....	6
1.15 SPARTA Program	7
1.16 Injury & Illness Prevention Program (IIPP).....	7
1.17 Background and Security Investigations	7
1.18 Confidentiality and Independent Contractor Status	7
1.19 Conflict of Interest.....	8
1.20 Determination of Vendor Responsibility	8
1.21 Vendor Debarment	9
1.22 Vendor’s Adherence to County Child Support Compliance Program	11
1.23 Gratuities	11
1.24 Notice to Vendors Regarding the County Lobbyist Ordinance.....	12
1.25 Federal Earned Income Credit	12
1.26 Consideration of GAIN/GROW Participants for Employment.....	12
1.27 County’s Quality Assurance Plan	13
1.28 Recycled Bond Paper.....	13

<u>SECTION</u>	<u>PAGE</u>
1.29 Safely Surrendered Baby Law.....	13
1.30 County Policy on Doing Business with Small Business.....	14
1.31 Jury Service Program.....	14
1.32 Local Small Business Enterprise Preference Program.....	16
1.33 Local Small Business Enterprise (SBE) Prompt Payment Program.....	16
1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company ..	16
1.35 Transitional Job Opportunities Preference Program	17
1.36 Contractor’s Obligations as a “Business Associate” Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)	17
1.37 Intentionally Omitted.....	17
1.38 Defaulted Property Tax Reduction Program.....	18
1.39 Time Off For Voting	18
1.40 Disabled Veteran Business Enterprise Preference Program (DVBE)	19
2.0 INSTRUCTIONS TO VENDORS.....	20
2.1 County Responsibility	20
2.2 Truth and Accuracy of Representations	20
2.3 RFSQ Timetable.....	20
2.4 Solicitation Requirements Review.....	21
2.5 Vendors’ Questions	22
2.6 Intentionally Omitted.....	22
2.7 Preparation and Format of the SOQ.....	22
2.8 SOQ Submission	28
2.9 Acceptance of Terms and Conditions of Master Agreement	28
2.10 SOQ Withdrawals/Corrections.....	29
3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS.....	30
3.1 Review Process.....	30
3.2 Disqualification Review.....	31
3.3 Selection/Qualification Process.....	31
3.4 Master Agreement Award.....	32

APPENDICES:

APPENDIX A: Master Agreement

APPENDIX B: Statement of Work

APPENDIX C: Required Forms

APPENDIX D: Transmittal Form to Request a Solicitation Requirements Review

APPENDIX E: County of Los Angeles Policy on Doing Business with Small Business

APPENDIX F: Link to Listing of Contractors Debarred in Los Angeles County

APPENDIX G: Jury Service Ordinance

APPENDIX H: Safely Surrendered Baby Law

APPENDIX I: IRS Notice 1015

APPENDIX J: Defaulted Property Tax Reduction Program

1.0 GENERAL INFORMATION

1.1 Scope of Work

- 1.1.1 The County of Los Angeles ("County") Sheriff's Department ("Department") requires the services of one or more qualified individuals or companies ("Vendors") to provide Psychological Services to the Department's Personnel Administration Bureau's Pre-Employment Unit on an intermittent, as-needed basis.
- 1.1.2 Selected Contractors shall provide psychological services to the Department as described herein that include, but are not limited to, the provision of clinical interview and psychological evaluation of law enforcement applicants for the Department positions of Deputy Sheriff Trainee, Reserve Deputy Sheriff, Custody Assistant, and Security Officer (collectively, "Applicants"). Contractor shall comply with California Government Code Section 1031(f) and Regulation 1955 (Peace Officer Psychological Evaluation) set forth in Section C (Personnel and Selection and Training) of the Peace Officer Standards and Training (POST) Administrative Manual ("POST Regulation 1955"). POST Regulation 1955 can be accessed online at: <http://www.post.ca.gov/peace-officer-selection-requirements-regulations.aspx#c1955>.

1.2 Overview of Solicitation Document

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

- **GENERAL INFORMATION:** Specifies the Vendor's minimum mandatory qualifications, provides information regarding some of the requirements of the Master Agreement, and explains the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed and selected, and qualified.
- **APPENDICES:**
 - **A - MASTER AGREEMENT:** This will be the Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.

- **B - STATEMENT OF WORK:** Explains in detail the Work to be performed by the Vendor(s) under the Master Agreement.
- **C - REQUIRED FORMS:** Forms contained in the Appendix C must be completed and included in the SOQ, if applicable.
- **D - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- **E - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code
- **F - LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **G - JURY SERVICE ORDINANCE:** County Code
- **H - SAFELY SURRENDERED BABY LAW:** County program
- **I - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **J - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code

1.3 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 Section 2 (Definitions) of Appendix A (Master Agreement) of this RFSQ.

1.4 Vendor's Minimum Mandatory Qualifications

Interested and qualified Vendors that can demonstrate their ability to successfully provide the required services outlined in Appendix B (Statement of Work) of this RFSQ are invited to submit their SOQ, provided the Vendor meets the following Minimum Mandatory Qualifications:

- 1.4.1 Vendor must meet the requirement for psychological evaluator as set forth in Paragraph (a)(1) of POST Regulation 1955 (Peace Officer Psychological Evaluation).

- 1.4.2 Vendor must have a minimum of five (5) years of experience within the last seven (7) years, at the time of submission of the SOQ, providing pre-employment psychological evaluations of sworn peace officer applicants for law enforcement agencies within California.
- 1.4.3 Vendor must have verifiable experience interpreting the Minnesota Multiphasic Personality Inventory-2 (MMPI-2) and the California Psychological Inventory (CPI), utilized by the Department. Experience will be verified through references provided by Vendor.

1.5 California Public Employees' Pension Reform Act (PEPRA)

The State of California Legislature has enacted Senate Bill 13 (Beall) regarding the California Public Employees' Pension Reform Act of 2013 (the Act). Section 7522.56(b) of the Act (as amended) reads in part, as follows:

(b) A retired person shall not serve, be employed by, or be employed through a contract directly by, a public employer in the same public retirement system from which the retiree receives the benefit without reinstatement from retirement.

As a result of the Act, the County is prohibited from contracting with a retired County employee under this RFSQ.

1.6 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide Psychological Services on an as-needed basis as described in Appendix B (Statement of Work) of this RFSQ. This RFSQ will have an initial due date as indicated in Bulletin #1 of this RFSQ. Thereafter, the RFSQ will remain open until the needs of the Department are met. SOQ's received after the initial due date will be reviewed at a later date. The RFSQ will remain on the County's website and the Department's website at: http://www.lasd.org/lasd_contracts/info.html (There is an underscore between lasd and contracts).

1.6.1 Master Agreements will be executed with Vendors determined to be qualified, and who meet the Minimum Mandatory Qualifications stated in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.

1.6.2 Upon the Sheriff's execution of Master Agreements, the qualified Vendors will become County Contractors, and thereafter will be required to provide psychological services for the Department on an as-needed basis.

- 1.6.3 It is the intent of the Department to issue work to Contractors on a rotational basis by geographical area as-needed. However, County Project Director or County Project Manager has the sole discretion to issue Work to any of the Contractors.
- 1.6.4 Payment for all Work shall be at the rates set forth in Exhibit C (Rate of Compensation) of Appendix A (Master Agreement) of this RFSQ.
- 1.6.5 The execution of a Master Agreement with a Vendor does not guarantee Vendor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor services or any services at all during the Term of the Master Agreement.

1.7 Master Agreement Term

- 1.7.1 The Term of this Master Agreement shall commence August 6, 2014 or upon execution by the Sheriff, whichever is later, and shall terminate August 5, 2017 (the "Initial Term"), unless terminated earlier in whole or in part, as provided in the Master Agreement.
- 1.7.2 The County shall have the option to extend the Initial Term for up to three (3) additional one (1) year option periods, for a total maximum Term not to exceed six (6) years. Extension options shall be at the County's sole discretion.
- 1.7.3 Each Master Agreement will become effective upon the date of its execution by the Sheriff.
- 1.7.4 County will be accepting SOQs until the needs of the Department are met.

1.8 County Rights and Responsibilities

- 1.8.1 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. Each such addendum shall be made available to each person or organization which County records indicate has received this RFSQ and shall be posted on the Sheriff's website at http://www.lasd.org/lasd_contracts/info.html (underscore between "lasd" and contracts").
- 1.8.2 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 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

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

Los Angeles County Sheriff's Department
Contracts Unit - Room 241
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Will Smith, Administrative Services Manager
Email address: wksmith@lasd.org
Fax number: (323) 415-4746

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

1.10 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://lacounty.info/doing_business/main_db.htm.

1.11 County Option to Cancel RFSQ and/or Reject SOQs

The County, at its sole discretion, may cancel this RFSQ and/or reject any or all SOQs submitted in response to this RFSQ. The County shall 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.

1.12 Protest Process

- 1.12.1 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 Master Agreement, as described in Subparagraph 1.12.3 (Grounds for Review) below. Additionally, any actual Vendor that submits a SOQ may request a

review of a disqualification, as described in Subparagraph 1.12.3 (Grounds for Review) of this RFSQ.

1.12.2 Throughout the review process, 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 to do so.

1.12.3 **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:

- Review of Solicitation Requirements Review (Reference Paragraph 2.4 (Solicitation Requirement Review) of this RFSQ)
- Review of a Disqualified SOQ (Reference Paragraph 3.2 (Disqualification Review) of this RFSQ)

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 Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQs 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."

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. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.14 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Section 13.0 (Indemnification and Insurance) and Section 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and

Conditions) of Appendix A (Master Agreement) of this RFSQ. Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Section 13.0 (Indemnification and Insurance) of Exhibit A (Additional Terms and Conditions) of Appendix A (Master Agreement) of this RFSQ.

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, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

1.16 Injury and Illness Prevention Program (IIPP)

Contractor 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

At any time prior to or during the Term of the Master Agreement, all Contractor's staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under the Master Agreement shall be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under the Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

1.18 Confidentiality and Independent Contractor Status

Contractor shall be required to comply with the Confidentiality provision contained in Section 3.0 (Confidentiality) of Appendix A (Master Agreement) of this RFSQ. Contractor shall also be required to comply with the Independent Contractor Status provision contained in Section 41.0 (Independent Contractor Status) of Exhibit A (Additional Terms and Conditions) of Appendix A (Master Agreement) of this RFSQ.

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 or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. 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 Exhibit 5 (Certification of No Conflict of Interest) of Appendix C (Required Forms) of this RFSQ.

1.20 Determination of Vendor Responsibility

- 1.20.1 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 services of the Master Agreement. It is the County's policy to conduct business only with responsible Vendors.
- 1.20.2 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 shall not be the basis of a determination that the Vendor is not responsible.
- 1.20.3 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 master 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 master agreement 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.
- 1.20.4 If there is evidence that the Vendor may not be responsible, the 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

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 Department's recommendation.

- 1.20.5 If the Vendor presents evidence in rebuttal to the Department, the 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 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.21 Vendor Debarment

- 1.21.1 The 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 agreements 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 agreements 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 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 an agreement 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.
- 1.21.2 If there is evidence that the apparent Vendor may be subject to debarment, the 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 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 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 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 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.21.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation 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.

1.21.8 These terms shall also apply to proposed subcontractors of Vendors on County agreements.

1.21.9 Appendix F (Link to Listing of Contractors Debarred in Los Angeles County) of this RFSQ provides a link to the County website where there is a listing of contractors that are currently on the Debarment List for the Los Angeles County.

1.22 Vendor's Adherence to County Child Support Compliance Program

Vendors 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 Master Agreement that may be awarded pursuant to this RFSQ. Failure to comply may be cause for termination of a Master 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 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 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 a Master 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 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 Master Agreement 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 by completing and submitting Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix C (Required Forms) of this RFSQ as part of their SOQ.

1.25 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to 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 the Internal Revenue Service Notice No. 1015. Reference Appendix I (IRS Notice 1015) of this RFSQ.

1.26 Consideration of GAIN/GROW Participants for Employment

1.26.1 As a threshold requirement for consideration of a Master 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 a Master Agreement.

1.26.2 Vendors shall complete and return the form Exhibit 9 (Attestation of Willingness to Consider GAIN/GROW Participants) of Appendix C (Required Forms) of this RFSQ as part of their SOQ.

1.27 County's Quality Assurance Plan

After award of a Master Agreement, County or its agent will evaluate Contractor's performance under the Master Agreement on at least an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in Exhibit B (Statement of Work) of the Master Agreement. Contractor's deficiencies which the Department determines are severe or continuing and that may jeopardize performance of the Master Agreement will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement in whole or in part, or impose other penalties as specified in the Master Agreement.

1.28 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled-content paper as specified in Section 32.0 (Recycled-Content Paper) of Exhibit A (Additional Terms and Conditions) of Appendix A (Master Agreement) of this RFSQ.

1.29 Safely Surrendered Baby Law

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 set forth in Appendix H (Safely Surrendered Baby Law) of this RFSQ, and is also available on the Internet at www.babysafela.org for printing purposes.

1.30 County Policy on Doing Business with Small Business

- 1.30.1 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.
- 1.30.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.32 (Local Small Business Enterprise Program) of this RFSQ.
- 1.30.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a small business. It is important to note that each Program has a different definition for Small Business. You may qualify as a small business in one program but not the other. Further explanation of the Jury Service Program is provided in Paragraph 1.31 (Jury Service Program) of this RFSQ.
- 1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix E (County of Los Angeles Policy on Doing Business with Small Business) of this RFSQ.

1.31 Jury Service Program

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 read Appendix G (Jury Service Ordinance) of this RFSQ and the pertinent jury service provisions of Section 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions) of Appendix A (Master Agreement) of this RFSQ, both of which are 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.

- 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 (5) 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 two 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 first 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 second 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 Exhibit 10 (County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix C (Required Forms) of this RFSQ, 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.

1.32 Local Small Business Enterprise Preference Program

- 1.32.1 County will give Local SBE preference, during the solicitation process, to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and; 2) has had its principal office located in Los Angeles County for a period of at least one year. The business must be certified by Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.32.2 To apply for certification as a Local SBE, companies may register at the Internal Services Department's website at: <http://laosb.org>.
- 1.32.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Vendor must attach the Local SBE Certification Letter to Exhibit 7 (Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form) of Appendix C (Required Forms) of this RFSQ with their SOQ. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.33 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix C (Required

Forms) of this RFSQ. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 Transitional Job Opportunities Preference Program

1.35.1 In reviewing SOQs, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their SOQ response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.

1.35.2 Transitional Job Opportunities vendors must request the preference by completing Exhibit 11 (Transitional Job Opportunities Preference Application) of Appendix C (Required Forms) of this RFSQ, and submit it along with all supporting documentation with their SOQ. Vendors may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.36 Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractor shall 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 (Contractor's Obligations as "Business Associate" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) of the Master Agreement.

1.37 Intentionally Omitted

1.38 Defaulted Property Tax Reduction Program

- 1.38.1 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 carefully read Appendix J (Defaulted Property Tax Reduction Program) of this RFSQ, and the pertinent provisions in Section 63.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and Section 64.0 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Exhibit A (Additional Terms and Conditions) of Appendix A (Master Agreement) of this RFSQ, all of which are incorporated by reference into and made a part of this RFSQ. The Defaulted Tax Program applies to both Contractors and their subcontractors.
- 138.2 Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 12 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) of Appendix C (Required Forms) of this RFSQ. 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).
- 1.38.3 Vendors that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

1.40 Disabled Veteran Business Enterprise Preference (DVBE) Program

- 1.40.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE Vendor is defined as:
- 1) A business which is certified by the State of California as a DVBE;
or
 - 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
- 1.40.2 Certified DVBE Vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.
- 1.40.3 In no case shall the DVBE Preference Program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.
- 1.40.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified DVBE.
- 1.40.5 To request the Disabled Veteran Business Enterprise Preference, Vendor must complete and submit Exhibit 14 (Request for Disabled Veteran Business Enterprise Consideration) of Appendix C (Required Forms) of this RFSQ, with supporting documentation with their SOQ.
- 1.40.6 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.
- 1.40.7 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38 CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov>.

2.0 INSTRUCTIONS TO VENDORS

This Section 2.0 (Instructions to Vendors) contains key project dates and activities as well as 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 Master Agreement unless such understanding or representation is included in the Master 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 County's sole and absolute discretion.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ..... Refer to Bulletin #1
- Request for a Solicitation Requirements Review Due..... Refer to Bulletin #1
- Written Questions Due Refer to Bulletin #1
- Questions and Answers Released..... Refer to Bulletin #1
- SOQ Initial Due Date Refer to Bulletin #1

2.3.1 The submittal date is an initial due date. SOQs received after the due date may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the Minimum Mandatory Qualifications listed in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ. The solicitation will remain open until the needs of the Department are met.

2.3.2 In the event the Department's needs are met and the solicitation is closed, the solicitation may be reopened at any time during the Term of the Master Agreement, at the Department's discretion, in order to meet any additional needs of the Department. In the event the solicitation is reopened, it will be publicized on the County and Department websites.

2.4 Solicitation Requirements Review

2.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix D (Transmittal Form to Request a Solicitation Requirements Review) of this RFSQ 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 made within ten (10) Business Days of the issuance of the solicitation document; and
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ; and
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:
 - a. Application of the Minimum Mandatory Qualifications, evaluation criteria and/or business requirements unfairly disadvantage the Vendor; or,
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from Vendor(s).

2.4.2 All Requests for a Solicitations Requirements Review shall be submitted by conventional mail carrier or email to:

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Angelo Faiella, Manager
Email Address: afaiell@lasd.org

2.4.3 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the initial SOQ due date.

2.5 Vendors' Questions

- 2.5.1 Vendors may submit written questions regarding this RFSQ by mail, fax or e-mail to the individual identified below. All questions must be received by the date specified in Bulletin #1.
- 2.5.2 All questions, without identifying the submitting Vendor, will be compiled with the appropriate answers and issued as an addendum to the RFSQ, and posted on the Department's Website at http://www.lasdhq.org/lasd_contracts/info.html (underscore between "lasd" and "contracts") by the date specified in Bulletin #1.
- 2.5.3 When submitting questions, Vendor shall specify the RFSQ section number, 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. The County reserves the right to group similar questions when providing answers.
- 2.5.4 Questions may address concerns that the application of the Minimum Mandatory Qualifications, evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor.
- 2.5.5 Questions shall be addressed to:

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Will Smith, Administrative Services Manager
Fax Number: (323) 415-4726
E-mail address: wksmith@lasd.org

2.6 Intentionally Omitted

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

- Vendor's Organization Questionnaire/Affidavit

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

2.7.1 Vendor's Organization Questionnaire/Affidavit

Vendor shall complete, sign, and date Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix C (Required Forms) of this RFSQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.

2.7.2 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.

2.7.3 Vendor's Qualifications (Section A)

Vendor must provide sufficient detail and documentation to demonstrate that the Vendor has the qualifications and experience to perform the required services. The following sections must be included:

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

Vendor shall complete, sign and date Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix C (Required Forms) of this RFSQ. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement.** Vendor shall provide a summary of relevant background information to demonstrate that the Vendor meets the Minimum Mandatory Qualifications stated in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ and has the capability to perform the required services as a corporation or other entity.

Taking into account the structure of the Vendor's organization, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does

not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

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.

B. Vendor's References (Section A.2)

It is Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title, and phone number for each reference is accurate and complete. The same references may be listed on both Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) of Appendix C (Required Forms) of this RFSQ.

County may disqualify a Vendor, in its sole discretion, if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact after three (3) attempts were made. It is the Vendor's responsibility to inform the point of contact that reference checks will be

conducted during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Standard Time.

Vendor must complete and include Exhibit 2 (Prospective Contractor References), Exhibit 3 (Prospective Contractor List of Contracts) and Exhibit 4 (Prospective Contractor List of Terminated Contracts) of Appendix C (Required Forms) of this RFSQ, in Section A.2 (Vendor's References) of the SOQ.

- Exhibit 2 (Prospective Contractor References)

Vendor must provide at least three (3) references, including one (1) law enforcement agency within California. As indicated in Subparagraph 1.4.2 of this RFSQ, Vendor must have a minimum of five (5) years of experience within the last seven (7) years, at the time of submission of the SOQ, providing pre-employment psychological evaluations of sworn peace officer applicants for law enforcement agencies within California. As indicated in Subparagraph 1.4.3 of this RFSQ, Vendor must submit references that can verify the required Minnesota Multiphasic Personality Inventory-2 (MMPI-2) and the California Psychological Inventory (CPI) experience.

The Department will only contact as many references as needed to verify Vendor meets the Minimum Mandatory Qualifications in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ, and has the required experience and/or skills in providing psychological services. (Contact person for references must be able to answer questions related to services provided).

- Exhibit 3 (Prospective Contractor List of Contracts)

The listing must include all public entities, including the County, for which the Vendor has provided service within the last ten (10) years. Use additional sheets if necessary.

- Exhibit 4 (Prospective Contractor List of Terminated Contracts)

Listing must include contracts terminated within the past three (3) years with a reason for termination.

C. Vendor's Pending Litigation, Threatened Litigation, and Judgments (Section A.3)

Vendor shall 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. Vendor shall provide a statement describing the size and scope of any pending or threatened litigation against the Vendor or principals of the Vendor.

Failure or refusal to report pending litigation, threatened litigation, or judgments may result in Vendor being found non-responsive, and the SOQ may be eliminated from future review at County's absolute and sole discretion.

If Vendor has no pending litigation, threatened litigation, or judgments, then a statement stating so must be provided in section A.3 (Vendor's Pending Litigation, Threatened Litigation, and Judgments) of the SOQ.

2.7.4 Required Forms (Section B)

Vendor shall complete, sign, and date all applicable forms. The person signing all forms must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement. Forms may be expanded, as necessary, to provide complete responses. The SOQ shall include the following forms as provided in Appendix C (Required Forms) of this RFSQ:

Exhibit 5 Certification of No Conflict of Interest
Vendor must certify that no employee who prepared or participated in the preparation of the SOQ is within the purview of County Code Section 2.180.010.

Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
Vendor must certify that Vendor is familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Vendor comply with the ordinance during the RFSQ process and otherwise.

Exhibit 7 County of Los Angeles - Community Business Enterprise Program (CBE) Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
Vendor shall complete the form and attach it and the Local SBE Certification letter issued by the Los Angeles County Internal Services Department with the SOQ.

Note: Vendor must already be certified as a Local SBE prior to SOQ submission to be eligible to request consideration for the Local SBE Preference.

- Exhibit 8 Vendor's EEO Certification
Vendor must certify compliance with Equal Employment Opportunity laws, regulations, and policies.
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Vendor shall also attest to a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program, if available. Vendor must sign and submit this form with SOQ.
- Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
Vendor shall complete and submit this form with the SOQ. If Vendor is requesting an exception to this program, Vendor shall submit all necessary documents to support the request.
- Exhibit 11 Transitional Job Opportunities Preference Application
If applicable, the Transitional Job Opportunities Preference Application must be completed and submitted with all required supporting documents.
- Exhibit 12 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Vendor shall complete and submit this form with the SOQ.
- Exhibit 13 Signature Page of Sample Agreement
Vendor's submission of a signed signature page constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Master Agreement, which are non-negotiable.
- Exhibit 14 Request for DVBE Preference Program Consideration
If applicable, the Request for DVBE Preference Program Consideration form must be completed and submitted with the SOQ.

2.7.5 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in Section 13.0 (Indemnification and Insurance) of Exhibit A (Additional Terms and Conditions) of Appendix A (Master Agreement) of this RFSQ. If Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage if the Vendor is selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.6 Proof of Licenses (Section D)

Vendor shall furnish a copy of all applicable licenses, education and training certificates, and other relevant documentation required to perform services under the Master Agreement.

2.8 SOQ Submission

The original bound SOQ, two (2) exact duplicate bound copies, and one (1) compact disc containing the SOQ documents, shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

**“SOQ FOR PSYCHOLOGICAL SERVICES
RFSQ 502-SH”**

The SOQ and any related information shall be delivered or mailed to:

Los Angeles County Sheriff's Department
Contracts Unit - Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Will Smith, Administrative Services Manager

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline date and time, as set forth in Bulletin #1 or any later addendum amending such submission deadline date and time. Submitting Vendor shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

2.9 Acceptance of Terms and Conditions of Master Agreement

Vendor understands and agrees 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) of this RFSQ. Signature by Vendor on Exhibit 13 (Signature Page of Master Agreement) of Appendix C (Required Forms) of this RFSQ constitutes acceptance by Vendor of all terms and conditions set forth in Appendix A (Master Agreement) of this RFSQ. The terms and conditions of the Master Agreement are not negotiable.

2.10 SOQ Withdrawals/Corrections

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:

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

Vendors that wish to re-submit a corrected SOQ, or a correction to any component of the SOQ, must do so before the initial submission deadline stated in Bulletin #1 of this RFSQ or any later addendum amending such submission deadline date and time. Resubmitted corrections to SOQs submitted after the initial submission deadline 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.

If County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or missing information in any submitted SOQ, County, in its sole discretion, may request in writing that the particular Vendor submit a written correction of the applicable portions of its SOQ within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Vendor understands and agrees that any such correction shall be limited to correcting errors or submitting missing information identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the SOQ for all purposes including SOQ evaluation. If Vendor fails to submit such correction or missing information within the County-specified time period, the SOQ shall stand as written and may result in SOQ being disqualified or rejected.

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

County will conduct a comprehensive, fair, and impartial review of the SOQs received in response to this RFSQ. The review process will include the following steps:

3.1.1 Adherence to Minimum Mandatory Qualifications

County shall review Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix C (Required Forms) and determine if the Vendor meets the Minimum Mandatory Qualifications as outlined in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.

Failure of the Vendor to meet the Minimum Mandatory Qualifications as outlined in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

3.1.2 Vendor's Qualifications (Section A)

County's review shall include the following:

- Vendor's Background and Experience as provided in Section A.1 (Vendor's Background and Experience) of the SOQ.
- Vendor's References as provided in Section A.2 (Vendor's References) of the SOQ. The review will verify Vendor meets the Minimum Mandatory Qualifications in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ, has the required experience and/or skills in providing continuing pattern of capable services, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation, threatened litigation, or judgments against the Vendor as provided in Section A.3 (Vendor's Pending Litigation, Threatened Litigation, and Judgments) of the SOQ.

3.1.3 Required Forms (Section B)

All forms listed in Subparagraph 2.7.4 (Required Forms) of this RFSQ must be included in Section B (Required Forms) of the SOQ.

3.1.4 Proof of Insurability (Section C)

County will review Vendor's proof of insurability provided in Section C (Proof of Insurability) of the SOQ.

3.1.5 Proof of Licenses (Section D)

County will review Vendor's proof of licenses, education and training certificates, and other relevant documentation provided in Section D (Proof of Licenses) of the SOQ.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because the Department determined it non-responsive at any time during the review/evaluation process. If the Department determines that an SOQ is disqualified due to non-responsiveness, the Department shall 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:

1. The person or entity requesting a Disqualification Review is a Vendor:
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. 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 for each assertion as well as copies of all documents and other material that support the assertions.

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

3.3 Selection/Qualification Process

The Department will select Vendor(s) that (1) meet the Minimum Mandatory Qualifications set forth in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ, and (2) are determined by County to be responsible Vendors capable of providing the required Psychological Services.

3.4 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 has been or 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 Sheriff will execute a Master Agreement approved by the County Board of Supervisors with each selected Vendor. All Vendors will be informed of the final selections.