



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

**REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
FUEL DISPENSING & STORAGE EQUIPMENT
INSPECTION, COMPLIANCE, AND REPAIR SERVICES**

RFSQ 703-SH

FEBRUARY 2023

**Prepared By
County of Los Angeles**

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FUEL DISPENSING & STORAGE EQUIPMENT
INSPECTION, COMPLIANCE, AND REPAIR SERVICES
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APPENDICES:

Appendix A	Model Master Agreement: Identifies the terms and conditions in the contract. Attachment 1 Statement of Work Attachment 1A Fueling Station Locations
Appendix B	Required Forms: Forms that must be completed and included in the SOQ.
Appendix C	Transmittal to Request a Solicitation Requirements Review: Transmittal sent to Department requesting a Solicitation Requirements Review.

1 SOLICITATION INFORMATION AND MINIMUM MANDATORY QUALIFICATIONS

RFSQ Release Date	02/14/2023
Request for a Solicitation Requirements Review Due	02/24/2023
Written Questions Due	02/28/2023
Questions and Answers Released via Addendum	03/03/2023
Statement of Qualifications (SOQ) Due	3:00 P.M. (Pacific Time) on 03/10/2023
Anticipated Master Agreement Term	Base term of three years with three one-year option period.
Minimum Mandatory Qualifications	See Paragraph 3 (Vendor's Minimum Mandatory Qualifications) of this RFSQ
RFSQ Contact	Contract Analyst: Donna Lin Email address: yjlin@lasd.org

2 GENERAL INFORMATION

2.1 Scope of Work

The County of Los Angeles (County), Sheriff's Department (Department), is seeking qualified vendors (Vendors) to enter into Master Agreements with the County to provide intermittent, as-needed Fuel Dispensing and Storage Equipment services.

The Department requires the services of qualified Contractors that can provide fuel dispensing and storage equipment inspections, compliance, and repair services. Contractors will provide services for County-owned fueling stations with either aboveground and/or underground fuel storage tanks, at various County facilities.

2.2 Overview of Solicitation Document

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

2.2.1 General Information: Specifies Vendor's Minimum Mandatory Qualifications and provides information regarding some of the requirements of the Master Agreement and the solicitation process.

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

2.2.3 **SOQ Review/Selection Qualification Process:** Explains how the SOQ will be reviewed, selected, and qualified.

2.2.4 The following Appendices and Attachments are included in this RFSQ:

Appendices:

A **Model Master Agreement:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.

Attachments:

1 Statement of Work: Written description of tasks, deliverables, services, and other work required by County under this RFSQ and the resultant Master Agreement(s).

1A Fueling Station Locations

B **Required Forms:** Forms 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.

2.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Paragraph 2 (Definitions) of Appendix A (Model Master Agreement) to this RFSQ.

2.4 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide fuel dispensing and storage equipment services on an intermittent, as-needed basis, as specified in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement). Specific tasks, deliverables, etc. will be determined at the time the Department issues/requests work order bids.

- 2.4.1 Master Agreements will be executed with all Vendors determined to be qualified.
- 2.4.2 Qualified Contractors who are in compliance with the terms and conditions of the Master Agreement and whose evidence of insurance requirements have been received by the Department and are valid and in effect will become Active Contractors and thereafter may, on an as-needed basis, be required to provide fuel dispensing systems services under work orders issued by the Department.
- 2.4.3 Unless circumstances justify otherwise, it is the intent of the Department to issue work orders to Active Contractors based upon competitive bidding procedures, as further set forth in Paragraph 3 (Work) of Appendix A (Model Master Agreement) to this RFSQ. Based on the needs of the County, the County has the sole discretion to solicit work from any Active Contractor on either a competitive or non-competitive basis.
- 2.4.4 Payment for all work will be in accordance with Exhibit D (Sample Work Order) to Appendix A (Model Master Agreement) to this RFSQ. Payment for all work will be based on a not-to-exceed maximum price bid, firm fixed price specified on each individual County-approved work order.
- 2.4.5 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of work. The County does not promise, warrant, or guarantee that the County will utilize any particular level of Contractor's services, or any services at all, during the term of the Master Agreement. The determination as to the need for services will rest solely within the discretion of the Department.

2.5 Master Agreement Term

- 2.5.1 The term of the Master Agreement will be three years with three one-year option periods. Option periods will be exercised at the Department's discretion.
- 2.5.2 Prior to commencement of any Master Agreement, the Model Master Agreement must be approved by the Los Angeles County Board of Supervisors (Board).
- 2.5.3 The Master Agreement(s) will become effective upon the date of execution by the Sheriff or his designee, and will expire three years from the date the Board approves the Model Master Agreement unless terminated earlier in whole or in part, as provided in the Master Agreement. The County will have the option to extend the initial term of each Master Agreement for up to three one-year option periods, for a total Master Agreement term not to exceed six years. Option years will be exercised at the Department's discretion.

2.5.4 The County will continuously accept SOQs throughout the duration of the Model Master Agreement to qualify Vendors for Master Agreements, until the needs of the Department are met. Such Master Agreements will become effective upon the date of execution by the Sheriff and will terminate at the end of the then-current term of the Model Master Agreement, unless sooner extended or terminated.

2.6 Indemnification and Insurance

Vendor will be required to comply with the indemnification provisions contained in Paragraph 8.22 (Indemnification) of Appendix A (Model Master Agreement) to this RFSQ. Vendor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.23 (General Provisions for all Insurance Coverage) and Paragraph 8.24 (Insurance Coverage) of Appendix A (Model Master Agreement) to this RFSQ.

2.7 Intentionally Omitted

2.8 Injury and Illness Prevention Program (IIPP)

Vendor will 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.

3 Vendor's Minimum Mandatory Qualifications

Interested and qualified Vendors that can demonstrate their ability to successfully provide all services listed in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement) are invited to submit a SOQ provided they meet the following Minimum Mandatory Qualifications:

3.1 Vendor must have a minimum of five years of experience, within the last ten years, testing, inspecting, certifying, repairing, and maintaining underground and aboveground fuel storage tanks, or services equivalent or similar to the services described in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement).

Vendor must complete Exhibit 8 (Vendor's List of References) of Appendix B (Required Forms) listing all references necessary to verify this Minimum Mandatory Qualification.

3.2 Vendor must possess a current and valid Class "A" General Engineering Contractor License issued by the California Contractors State License Board.

Vendor must complete Exhibit 9 (Required Licenses, Certifications, Memberships, and Permits) of Appendix B (Required Forms) and provide a copy of the license listed above to verify this Minimum Mandatory Qualification.

- 3.3 Vendor must possess a current and valid Class “HAZ” Hazardous Substance Removal Certification issued by the California Contractors State License Board.

Vendor must complete Exhibit 9 (Required Licenses, Certifications, Memberships, and Permits) of Appendix B (Required Forms) and provide a copy of the certificate listed above to verify this Minimum Mandatory Qualification.

- 3.4 Vendor must employ three or more full-time employees who possess valid Veeder-Root Level 4 Technician certificates and are designated to work with Veeder-Root sensors and panels.

Vendor must complete Exhibit 9 (Required Licenses, Certifications, Memberships, and Permits) of Appendix B (Required Forms) and provide a copy of a Veeder-Root Level 4 Technician certificate for each of the three employees to verify this Minimum Mandatory Qualification.

- 3.5 Vendor must employ one or more full-time employee(s) who, in the aggregate, possess the 7 licenses and 7 certificates listed below:

<u>LICENCES</u>	<u>CERTIFICATES</u>
1. ICC AST Installation/Retrofitting - U5	1. Bravo Systems manufacturer
2. ICC UST Installation/Retrofitting - U1	2. Franklin Fueling Overfill Prevention manufacturer
3. ICC California UST Inspector - UI	3. Franklin Fueling Phase I - VR-101 (PHIL-TITE) manufacturer
4. ICC California UST Service Technician - UT	4. Healy Systems, Inc. Stage II Vapor Recovery manufacturer
5. ICC California UST System Operator (Designated) – UC	5. OPW Environmental Vapor Recovery Phase I - AST manufacturer
6. ICC Vapor Recovery System Installation and Repair VI	6. OPW Environmental Vapor Recovery Phase I - UST manufacturer
7. ICC Vapor Recovery System Testing and Repair VT	7. Vapor System Technology (VST, Inc.) Hanging Hardware Installation manufacturer

Vendor must complete Exhibit 9 (Required Licenses, Certifications, Memberships, and Permits) of Appendix B (Required Forms) and provide a copy of each of the above listed licenses and certificates for one or more employee(s) to verify this Minimum Mandatory Qualification.

- 3.6 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten years, then Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

4 County's Rights and Responsibilities

4.1 Representations Made Prior To Contract Execution

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

4.2 County's Right to Amend Request for Statement of Qualifications

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

4.3 County's Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County will not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

4.4 Background and Security Investigations

- 4.4.1 At any time prior to or during the term of the Master Agreement, all Contractor staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under the Master

Agreement will be required to undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under the Master Agreement. Such background investigation may include, but will not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice.

- 4.4.2 County Project Director will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation will be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 4.4.3 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. The County will not provide to Contractor, or to Contractor's staff, any information obtained through the County's background investigation.
- 4.4.4 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 4.4.5 Disqualification of any member of Contractor's staff will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Master Agreement.

5 Notification to Vendors

5.1 Notice to Vendors Regarding the Public Records Act

- 5.1.1 Responses to this RFSQ will become the exclusive property of the County. At such time as when the Department recommends the qualified Vendor(s) to the 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 Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 5.1.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the SOQ as confidential will not be deemed sufficient notice of exception. Vendor must

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

5.2 Contact with County Personnel

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

Contract Analyst: Donna Lin
Email address: yjlin@lasd.org

Vendors are specifically directed not to contact any other County person or agent for any matter related to this RFSQ. If it is discovered that a Vendor contacted and/or received information from any County person or agent, other than the person specified above, regarding this RFSQ, the County at its sole discretion may disqualify Vendor and their SOQ from further consideration

5.3 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

5.4 Protest Process

5.4.1 Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 (Grounds for Review) below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Paragraphs below.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

5.4.3 Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action will be limited to the following:

5.4.3.1 Solicitation Requirements Review [reference Paragraph 9.1 (Solicitation Requirements Review) of this RFSQ]

5.4.3.2 Disqualification Review [reference Paragraph 9.2 (Disqualification Review)]

5.5 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, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor must certify that it is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 2 (Certifications of Compliance) of Appendix B (Required Forms) to this RFSQ.

5.6 Determination of Vendor Responsibility

5.6.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Vendors.

5.6.2 Vendors are hereby notified that, in accordance with [Chapter 2.202 of County Code](#), the County may determine whether Vendor is responsible based on a review of 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 Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which Vendor had no knowledge will not be the basis of a determination that Vendor is not responsible.

5.6.3 The County may declare a Vendor to be non-responsible for purposes of the Master Agreement if the Board, in its discretion, finds that Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or omission which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

5.6.4 If there is evidence that Vendor may not be responsible, the Department will notify Vendor in writing of the evidence relating to Vendor's responsibility,

and its intention to recommend to the Board that Vendor be found not responsible. The Department will provide Vendor and/or Vendor's representative with an opportunity to present evidence as to why Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

5.6.5 If Vendor presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of Vendor will reside with the Board.

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

5.7 Vendor Debarment

5.7.1 Vendor is hereby notified that, in accordance with [Chapter 2.202 of County Code](#), the County may debar Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of Vendor's existing contracts with the County, if the Board finds, in its discretion, that Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

5.7.2 These terms will also apply to proposed subcontractors of Contractors on County contracts.

5.7.3 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county>.

5.8 Gratuities

5.8.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion

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

5.8.2 Vendor Notification to County

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

5.8.3 Form of Improper Consideration

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

5.9 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board 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 [Los Angeles 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 Vendor is in full compliance with [Chapter 2.160](#) of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

5.10 Consideration of GAIN/GROW Participants for Employment

5.10.1 As a threshold requirement for consideration of a Master Agreement, Vendor must 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 must attest to a willingness to consider GAIN/GROW

participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors must attest to a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

- 5.10.2 Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) to this RFSQ, along with their SOQ.

5.11 Jury Service Program

- 5.11.1 The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review Paragraph 8.7 (Compliance with the County's Jury Service Program) of Appendix A (Model Master Agreement) to this RFSQ, which is incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 5.11.2 Contractor must certify compliance with the County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) to this RFSQ. 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 Contractor must so indicate in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing Contractor's application, the County will determine, in its sole discretion, whether Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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

Vendor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided

by Vendor in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix B (Required Forms) to this RFSQ. Failure of Vendor to provide this information may eliminate its SOQ from any further consideration. Vendor will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix B (Required Forms) to this RFSQ, during the solicitation.

5.13 Intentionally Omitted

5.14 Defaulted Property Tax Reduction Program

5.14.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") [Los Angeles County Code, Chapter 2.206](#). Prospective Contractors should reference the pertinent provisions of Paragraphs 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.51 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Appendix A (Model Master Agreement) to this RFSQ, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

5.14.2 Vendors are required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) to 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-compliant Contractor or subcontractor ([Los Angeles County Code, Chapter 2.202](#)).

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

5.15 Vendor Vendor's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

5.15.1 On October 4, 2016, the Board approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.

5.15.2 Vendors are required to complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) to this RFSQ, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Model Master Agreement) to this RFSQ. Further, Contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

5.16 Intentionally Omitted

5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

5.17.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Master Agreement with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.17.2 Upon Master Agreement award or at the request of the A-C and/or the contracting department, Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.17.4 Upon Master Agreement award or at any time during the duration of the Master Agreement, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

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

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

5.18.2 Contractors are required to complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) to this RFSQ, certifying that they are in full compliance with [Section 12952](#), as indicated in the Master Agreement. Further, Contractors and their subcontractors are required to comply with the requirements under [Section 12952](#) for the term of any Master Agreement awarded pursuant to this solicitation.

5.19 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or subcontractor ("Vendor/Contractor"), is prohibited from submitting a SOQ or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a SOQ in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision will result in the disqualification of the Vendor/Contractor from participation in County solicitation or the termination or cancellation of any resultant County Master Agreement. ([Los Angeles County Code, Chapter 2.202](#)).

5.20 Intentionally Omitted

5.21 Community Business Enterprise (CBE) Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an annual participation goal of 25% County-wide. The information obtained through Exhibit 6 (Community Business Enterprise (CBE) Information) of Appendix B (Required Forms) to this RFSQ, will assist the County in reaching the annual participation goal.

All Vendors must document good faith efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under the Master Agreement. Vendor must make documents related to these good faith efforts available to the County upon request.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Workforce Development Aging and Community Services (WDACS) at CBESBE@wdacs.lacounty.gov with the subject "Request for CBE Listing". For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@wdacs.lacounty.gov.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final

selection will be based on Vendor's ability to provide the best service and value to the County.

6 County's Preference Programs

6.1 Overview of County's Preference Programs

- 6.1.1 The County has three preference programs: (1) Local Small Business Enterprise (LSBE), (2) Disabled Veteran Business Enterprise (DVBE), and (3) Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a Vendor complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraph 6.2 (Local Small Business Enterprise ((LSBE)) Preference Program), Paragraph 6.4 (Social Enterprise ((SE)) Preference Program), and Paragraph 6.5 (Disabled Veteran Business Enterprise ((DVBE)) Preference Program) below. Additional information on County's Preference Programs is also available on the Department of Consumer and Business Affairs's (DCBA) website at <http://dcba.lacounty.gov>.
- 6.1.3 In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed 15% in response to any County solicitation.
- 6.1.4 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 LSBE, DVBE, or SE when not qualified.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1 In reviewing work order bids, the County will give LSBE preference to businesses that meet the definition of LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).
- 6.2.2 To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- 6.2.3 Certified LSBEs may only request the preference in each of their work order bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 3 (Request for Preference Consideration) of

Appendix A (Required Forms) to this RFSQ with each work order bid response along with a letter of certification from the DCBA.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that certified LSBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice consistent with [Chapter 3.035 of the Los Angeles County Board of Supervisors Policy Manual](#).

6.4 Social Enterprise (SE) Preference Program

6.4.1 In reviewing work order bids, the County will give SE preference to businesses that meet the definition of SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).

6.4.2 To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

6.4.3 Certified SEs may only request the preference in each of their work order bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 3 (Request for Preference Consideration) of Appendix A (Required Forms) to this RFSQ with each work order bid response along with their SE certification letter ("Certification for Non-Federally Funded Solicitations") from the DCBA.

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

6.5.1 In reviewing work order bids, County will give DVBE preference to businesses that meet the definition of DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).

6.5.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

6.5.3 Certified DVBEs may only request the preference in each of their work order bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 3 (Request for Preference Consideration) of Appendix A (Required Forms) to this RFSQ with each work order bid response along with their DVBE certification approval letter from the DCBA.

7 Statement of Qualifications (SOQ) Requirements

This Paragraph contains key project dates and activities as well as instructions to Vendors as to how to prepare and submit their SOQ.

7.1 Truth and Accuracy of Representations

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

7.2 RFSQ Timetable

The timetable for this RFSQ is as follows:

EVENT	DATE/TIME
Release of RFSQ	02/14/2023
Request for a Solicitation Requirements Review Due	02/24/2023
Written Questions Due	02/28/2023
Questions and Answers Released	03/03/2023
SOQ Due	By 3:00 PM (Pacific Time) on 03/10/2023

The submittal due date above is an initial due date. SOQs not received by that date may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the Minimum Mandatory Qualifications. The solicitation will remain open until the needs of the Department are met.

7.3 Vendors' Questions

7.3.1 Vendors may submit written questions regarding this RFSQ by e-mail to the individual identified on Paragraph 7.3.3 below. All questions must be received by January 28, 2023. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

7.3.2 When submitting questions, please specify the RFSQ section number, Paragraph number, 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.

7.3.3 Questions may address concerns that the application of Minimum Mandatory Qualifications and/or review criteria would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor.

Questions must be addressed to:

Contract Analyst: Donna Lin
Email address: yjlin@lasd.org

7.4 Intentionally Omitted

7.5 Preparing and Format of the SOQ

All SOQs must be bound and 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:

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

7.5.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

7.5.2 Vendor's Qualifications (Section A)

Vendor must demonstrate that its organization has the experience to perform the required services. The following sections must be included:

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

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

Vendor must Provide a summary of relevant background information to demonstrate that Vendor meets the Minimum Mandatory Qualifications stated in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) above and has the capability to perform the required services as a corporation or other entity. Vendors must include the following information in the summary:

1. Vendor's capability and qualifications to perform all Services listed in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement) as a corporation or other entity,
2. Sufficient detail and documentation to demonstrate that Vendor meets the Minimum Mandatory Qualifications stated in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) above,
3. Names, addresses, and telephone numbers of all persons authorized to represent and bind the Vendor's corporation,
4. Vendor's copy of its safety record, safety plan, and/or Injury and Illness Prevention Program (IIPP) as referenced in Paragraph 2.8 (Injury and Illness Prevention Program (IIPP)) above, and
5. Vendor's copy(s) of any Occupational Safety and Health Administration (OSHA) violations received in the past five years. Provide copy(s) of the Citation and Notification of Penalty, signed Settlement Agreement, remedial action required and taken by the Vendor, amount of fine initially imposed, and ultimate resolution. If there have been no OSHA violations in the past five years, Vendor must provide a signed statement stating so.
6. Taking into account the structure of Vendor's organization, Vendor must determine which of the below referenced supporting documents the County requires. If 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 Vendor's business organization and authority of individuals to sign Master Agreements.

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):

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:

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.

1. The County may disqualify a Vendor, at its discretion, if:
 - a. references fail to substantiate Vendor's description of the services provided, or
 - b. references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
 - c. The Department is unable to reach the point of contact with reasonable effort. It is Vendor's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.

2. Vendor must complete and include Exhibit 4 (Vendor's Debarment History and List of Terminated Contracts) and Exhibit 8 (Vendor's List of References) of Appendix B (Required Forms) to this RFSQ.

a. Vendor's Debarment History and List of Terminated Contracts, Exhibit 4

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

b. Vendor's List of References, Exhibit 8

Vendor must provide three references for which services equivalent or similar to the services described in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement), were provided.

References may be used to verify the minimum experience requirements stated in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) above. Contact person for references must be able to answer questions related to service provided.

C. Vendor's Pending Litigation and Judgements (Section A.3)

The County will conduct a review of Vendor's pending litigation and judgements. Vendor must identify by name, case, and court jurisdiction of any pending litigation in which Vendor is involved, or judgments against Vendor in the past five years. Additionally, Vendor must provide a statement describing the size and scope of any pending or threatening litigation against Vendor or principals of Vendor.

If Vendor has no pending or threatening litigation against Vendor or principals of Vendor, then a statement stating so must be provided in Section A.3 (Vendor's Pending Litigation and Judgements) of their SOQ.

7.5.3 Required Forms (Section B)

In addition to those forms required in other Paragraphs of this RFSQ, Vendor must also include all remaining forms identified in Appendix B (Required Forms) to this RFSQ.

Vendor must complete, sign, and date all forms. The person signing all forms must be authorized to sign on behalf of Vendor and to bind Vendor in a Master Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit 2	Certification of Compliance
Exhibit 3	Request for Preference Consideration
Exhibit 5	Declaration
Exhibit 6	Community Business Enterprise (CBE) Information
Exhibit 7	Minimum Mandatory Qualifications

7.5.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in Paragraph 8.23 (General Provisions for all Insurance Coverage) and Paragraph 8.24 (Insurance Coverage) of Appendix A (Model Master Agreement) to this RFSQ. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should Vendor be selected to receive a Master Agreement award, may be submitted with the SOQ.

7.5.5 Proof of Licenses, Certifications, Memberships, and Permits (Section D)

As part of their SOQ, Vendors must provide a copy of all required licenses and certificates specified in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) above. Vendor must complete Exhibit 9 (Required Licenses, Certifications, Memberships, and Permits) of Appendix B (Required Forms) and include a copy of each license and certificate as instructed.

7.6 SOQ Submission

The original SOQ, three numbered exact hard copies, and two separate exact electronic copies in PDF format on flash drives (memory sticks) must be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of Vendor bearing the words:

**“SOQ for Fuel Dispensing & Storage Equipment
Inspection, Compliance, and Repair Services (RFSQ 703-SH)”**

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

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Donna Lin

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in Paragraph 7.2 (RFSQ Timetable) above. Submitting Vendors must 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.

Any SOQ received after the scheduled due date and time as stated in Paragraph 7.2 (RFSQ Timetable) above, or any addendum amending the SOQ due date and time, will not be reviewed initially, however, may be reviewed at a later date.

7.7 Acceptance of Terms and Conditions of Master Agreement

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

7.8 SOQ Withdrawals

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
Fiscal Administration – Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Alex Madera, Contracts Manager

8 SOQ Review/Selection/Qualification Process

8.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

8.1.1 Adherence to Minimum Mandatory Qualifications

The County will review Vendor's Exhibit 1 (Organization Questionnaire/Affidavit) and Exhibit 7 (Minimum Mandatory Qualifications) of Appendix B (Required Forms) to this RFSQ, and any supporting document to determine if Vendor meets the Minimum Mandatory Qualifications as outlined in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) above.

Failure of Vendor to comply with the Minimum Mandatory Qualifications 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.

8.1.2 Vendor's Qualifications (Section A)

The County's review will include the following:

- 8.1.2.1 Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- 8.1.2.2 Vendor's References as provided in Section A.2. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- 8.1.2.3 A review to determine the magnitude of any pending litigation or judgments against Vendor as provided in Section A.3.

8.1.3 Required Forms

All forms listed in Paragraph 7.5.3 (Required Forms) above must be included in Section B of the SOQ.

8.1.4 Proof of Insurability

The County will review the proof of insurability provided in Section C of the SOQ.

8.1.5 Proof of Licenses, Certifications, Memberships, and Permits

The County will review the proof of licenses, certifications, memberships, and permits provided in Section D of the SOQ.

8.2 Selection/Qualification Process

The Department will select Vendors that have experience providing fuel dispensing and storage equipment services that meet the Minimum Mandatory Qualifications set forth in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) of this RFSQ and are capable of providing the services specified in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement).

8.3 Master Agreement Award

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be

obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Department will execute Board-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

9 Protest Process Overview

9.1 Solicitation Requirements Review

9.1.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to this RFSQ, to the Department, as described in this Paragraph. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document,
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ,
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review, and
4. The request asserts that either:
 - a. application of the Minimum Mandatory Qualifications and/or review criteria unfairly disadvantages the person or entity, or
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

9.1.2 All requests for Solicitation Requirements Review must be e-mailed to:

Attention: Donna Lin
Email address: yilin@lasd.org

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

9.2 Disqualification Review

An SOQ may be disqualified from consideration because the Department determined it was non-responsive at any time during the review process. If the Department determines that an SOQ is disqualified due to non-responsiveness, the Department will notify Vendor in writing.

Upon receipt of the written determination of non-responsiveness, 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:

- 9.2.1 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination), and
- 9.2.2 The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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