



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

DNA LABORATORY SERVICES RFSQ 671-SH

November 2021

**Prepared By
County of Los Angeles**

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 contract and applicable law.

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1.0 GENERAL INFORMATION

1.1 Scope of Work

The Los Angeles County (County) Sheriff's Department (Department) is seeking qualified companies (Vendors) to enter into Master Agreements with the County to provide DNA laboratory services on an as-needed basis for the Department's Scientific Services Bureau (SSB). To qualify, Vendors must meet the requirements outlined in this Request for Statement of Qualifications (RFSQ) including, but not limited to, Paragraph 1.4–Vendor's Minimum Mandatory Qualifications, and be capable of performing the duties specified in Attachment 1 (Statement of Work) of this RFSQ.

1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's minimum mandatory qualifications, provides information regarding some of the requirements of the Model Master Agreement and the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors for 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, selected, and qualified.
- **ATTACHMENT 1 - STATEMENT OF WORK (SOW):** Written description of tasks, deliverables, services, and other work required by County under this RFSQ and the resultant Master Agreement(s).
- **APPENDICES:**
 - A - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.
 - B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
 - C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code.
 - D - JURY SERVICE ORDINANCE:** County Code.
 - E - LISTING OF CONTRACTORS DEBRRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
 - F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.

G - MODEL MASTER AGREEMENT: This Model Master Agreement used for this solicitation. The terms and conditions shown in the Model Master Agreement are not negotiable.

H - Intentionally Omitted

I - 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 Appendix G (Model Master Agreement), Paragraph 2.0 (Definitions) of this RFSQ.

1.4 Vendor's Minimum Mandatory Qualifications

Interested and qualified Vendors who can demonstrate their ability to successfully provide the required services outlined in Attachment 1 (Statement of Work) of this RFSQ are invited to submit a Statement of Qualifications (SOQ), provided they meet the following Minimum Mandatory Qualifications (MMQ).

1.4.1 Vendor's DNA testing laboratory must be accredited to ISO/IEC 17025:2017—"General Requirements for the Competence of Testing and Calibration Laboratories", and accompanying Forensic Science supplemental accreditation requirements.

The organization providing the accreditation must be either the American National Standards Institute-National Accreditation Board (ANAB) or American Association for Laboratory Accreditation (A2LA).

Vendor's scope of accreditation shall cover the capabilities requested in 1.4.3 below. Vendor shall submit a copy of their most recent accreditation documentation and a copy of their most recent annual inspection.

1.4.2 Vendor must have a DNA testing laboratory that complies with the current standards for a quality assurance program for DNA analysis, issued by the Director of the Federal Bureau of Investigation pursuant to the DNA Identification Act of 1994, entitled *Quality Assurance Standards for Forensic DNA Testing Laboratories*. Vendor shall submit copies of their most recent annual audit documentation.

1.4.3 Vendor must affirm that Vendor's DNA testing laboratory has the capability to:

1. Perform DNA testing using Short Tandem Repeat (STR) kits, including a male-specific STR (Y-STR) kit, with Applied Biosystems™ GeneMapper™ ID-X (GMID-X), on a capillary electrophoresis (CE) instrument platform and kit specified by the County Project Manager at the time of case submission.

Acceptable CE platforms include the Applied Biosystems™ Genetic Analyzers 3130 and 3500, or variations thereof. The required autosomal DNA kit is Promega PowerPlex® Fusion 6C STR amplification kit. The Y-STR kit may be Promega PowerPlex® Y23 or Applied Biosystems™ Yfiler™ Plus. The ability to perform mitochondrial DNA testing is also desirable.

2. Use a binary mixture interpretation/deconvolution protocol validated up to at least four-person mixtures with the use of analytical and stochastic thresholds as defined by the Scientific Working Group for DNA Analysis Methods (SWGDM). Statistical approaches can include Random Match Probability (RMP), Modified RMP, Combined Probability of Inclusion (CPI), or Likelihood ratios. The utilization of stochastic thresholds should allow the use of loci that may have potential alleles that are below the analytical threshold or have dropped out.
3. Use STRmix™ probabilistic genotyping software to analyze data generated from Promega PowerPlex® Fusion 6C STR amplification kit with Applied Biosystems™ GeneMapper™ ID-X (GMID-X) software and validated up to at least four (4) person mixture samples.

Vendor shall include an affirmation for all of the above listed requirements in this Subparagraph 1.4.3, in Vendor's SOQ, Section A, Vendor's Qualifications.

- 1.4.4 Vendor's DNA testing laboratory shall have performed forensic criminal DNA testing for the past three (3) consecutive years including the successful completion of at least 120 post-accreditation forensic criminal DNA cases. Vendor shall provide at least three (3) references from government law enforcement crime laboratories to verify this qualification using Appendix A (Required Forms), Exhibit 6 (Prospective Contractor References) of this RFSQ.
- 1.4.5 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, 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.

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 as-needed DNA laboratory services. Specific tasks, deliverables, etc. will be determined at the time the Department issues the Work Order.

- 1.6.1 Master Agreements will be executed with all qualified Vendors who meet the required minimum mandatory qualifications in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.
- 1.6.2 Upon the County's execution of these Master Agreements, the qualified Vendors will become Qualified Contractors.
- 1.6.3 Qualified Contractors who are in compliance with the terms and conditions of the Master Agreement and whose valid and current evidence of insurance has been received by the Department will become Active Contractors, and thereafter will be solicited generally on a rotational basis to provide as-needed DNA laboratory services under Work Orders issued by County.
- 1.6.4 Payment for all work shall be on a fixed-price per-deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 1.6.5 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. The County does not promise, guarantee, or warrant that it will utilize any particular level of Contractor's services or any services at all during the term of a Master Agreement. The determination as to the need for services shall rest solely within the discretion of the Department.

1.7 Master Agreement Term

- 1.7.1 Prior to commencement of any Master Agreement, the Model Master Agreement must be approved by the Los Angeles County Board of Supervisors (Board).
- 1.7.2 The term of any Master Agreement shall commence upon execution by the Sheriff and shall terminate three (3) years from the date the Board approves the Model Master Agreement. The County shall have the option to extend the term of any Master Agreement for up to four additional one-year periods, for a total Master Agreement not to exceed seven years. Option periods will be exercised at the Department's discretion.

1.7.3 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 shall become effective upon the date of execution by the Sheriff and shall terminate at the end of the then-current term of the Model Master Agreement, unless sooner extended or terminated.

1.8 County Rights and Responsibilities

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

1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed or emailed as follows:

Los Angeles County Sheriff's Department
Contracts Unit
211 W. Temple Street, 6th Floor
Los Angeles, CA 90012
Attention: Joanna Kim, Contracts Analyst
Email: jykim@lasd.org

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

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://camisvr.co.la.ca.us/webven/>.

1.11 County Option to Reject SOQs or Cancel RFSQ

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation and/or cancel the 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 contract, as described in Subparagraph 1.12.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Subparagraphs below.

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

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:

- A Solicitation Requirements Review (pursuant to Paragraph 2.4, (Solicitation Requirements Review)
- Review of a Disqualified SOQ (pursuant to Paragraph 3.2, (Disqualification Review).

1.13 Notice to Vendor's 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 SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

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

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

1.15 Intentionally Omitted

1.16 Injury and Illness Prevention Program (IIPP)

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

1.17 Background and Security Investigations

1.17.1 At any time prior to or during the term of the Master Agreement, all Contractor staff, subcontractors, and agents of the Contractor (collectively herein "Contractor's staff") performing services under the Master Agreement may 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 shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

1.17.2 If a member of the Contractor's staff does not pass the background investigation, the County may request that the member of the 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 the Contractor or to the Contractor's staff any information obtained through the County's background investigation.

1.17.3 The County, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with the County facility access.

1.17.4 Disqualification of any member of the Contractor's staff pursuant to Paragraph 7.5 (Background and Security Investigations) of Appendix G (Model Master Agreement) of this RFSQ shall not relieve the Contractor

of its obligation to complete all Work in accordance with the terms and conditions of the Master Agreement.

1.18 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the provisions contained in Paragraph 7.6 (Confidentiality) and Paragraph 8.21 (Independent Contractor Status) of Appendix G (Model 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 Appendix A (Required Forms), Exhibit 2 (Certification of No Conflict of Interest) 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 contract. 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 Model Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 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 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.21.2 If there is evidence that the apparent highest ranked 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 contracts.

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

1.22 Vendor's Adherence to County Child Support Compliance Program

Contractors shall (1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of 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 the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

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

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This

ordinance, referred to as the “Lobbyist Ordinance”, defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office’s List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A (Required Forms), Exhibit 5 (Familiarity with the County Lobbyist Ordinance Certification) 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 F (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. 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, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A (Required Forms), Exhibit 9 (Attestation of Willingness to Consider GAIN/GROW Participants) of this RFSQ, as part of their SOQ.

1.27 County’s Quality Assurance Plan

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will monitor the Contractor’s performance under the Master

Agreement and Work Order(s) on an annual basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Master Agreement and performance standards identified in the Work Order(s) and Attachment 1 (Statement of Work) of this RFSQ. Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Orders 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 and/or Work Order in whole or in part, or impose other penalties as specified in the Model Master Agreement.

1.28 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix G (Model Master Agreement), Paragraph 8.38 (Recycled Bond Paper) of this RFSQ.

1.29 County Policy on Doing Business with Small Business

1.29.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.29.2 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 1.31 (Local Small Business Enterprise (LSBE) Preference Program) of this RFSQ.

1.29.3 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 1.30 (Jury Service Program) of this RFSQ.

1.29.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C (County of Los Angeles Policy on Doing Business with Small Businesses) of this RFSQ.

1.30 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Appendix D (Jury Service Ordinance), and the pertinent jury service provisions of the Appendix G (Model Master Agreement), Paragraph 8.7 (Compliance with County's Jury Service Program), 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.

- 1.30.1 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 forty (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 ninety (90) days or less within a twelve (12)-month period are not considered full-time for purposes of the Jury Service Program.
- 1.30.2 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 twelve (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.
- 1.30.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the County of Los

Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A (Required Forms), Exhibit 10 (Los Angeles County Contractor Employee Jury Service Program Certification Form and Application for Exception) 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.

1.31 Local Small Business Enterprise (LSBE) Preference Program

- 1.31.1 In reviewing Work Order Bids, the County will give LSBE preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: (1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or (2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that: (a) has its principal place of business located in Los Angeles County, and (b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 1.31.2 To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- 1.31.3 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 the Appendix A (Required Forms), Exhibit 4 (Request for Preference Program Consideration) of this RFSQ with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.
- 1.31.4 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 <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

1.32 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 fifteen (15) calendar days after receipt of an undisputed invoice.

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

The Vendor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Vendor on Appendix A (Required Forms), Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of this RFSQ. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration. Vendor should have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of this RFSQ during the solicitation.

1.34 Social Enterprise (SE) Preference Program

1.34.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code.

A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the DCBA as a SE.

1.34.2 The DCBA shall certify that a SE meets the criteria set forth in Subparagraph 1.34.1 above.

1.34.3 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 the Appendix A (Required Forms), Exhibit 4 (Request for Preference Program Consideration) of this RFSQ with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.34.4 Further information on SEs is also available on the DCBA's website at: <http://dcba.lacounty.gov>.

1.35 Intentionally Omitted

1.36 Intentionally Omitted

1.37 Defaulted Property Tax Reduction Program

- 1.37.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix I (Defaulted Property Tax Reduction Program), and the pertinent provisions of Appendix G (Model Master Agreement), 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), 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.
- 1.37.2 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 11 (Certification of Compliance with The County's Defaulted Property Tax Reduction Program) in Appendix A (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).
- 1.37.3 SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.38 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 1.38.1 In reviewing Work Order Bids, 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 verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
 - 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

- 1.38.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Subparagraphs 1.38.1, 1 or 2 above.
- 1.38.3 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 the Appendix A (Required Forms), Exhibit 4 (Request for Preference Program Consideration) of this RFSQ with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.
- 1.38.4 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 <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.
- 1.38.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <https://www.va.gov/osdbu/>.

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 (Elections Code Section 14000). Not less than ten 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 Section 14000.

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

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

Vendors are required to complete Exhibit 13 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix A (Required Forms) of 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 G (Model Master Agreement) of 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.

1.41 Intentionally Omitted

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

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

1.42.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall 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.

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

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

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

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

1.43.2 Contractors are required to complete Exhibit 15 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix A (Required Forms) of this RFSQ, certifying that they are in full compliance with Section 12952, as indicated in the Model Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

1.44 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

2.0 INSTRUCTIONS TO VENDORS

This Paragraph contains key project dates and activities as well as instructions to Vendors on 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 Sheriff's sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ 11/9/2021
- Request for a Solicitation Requirements Review Due 11/24/2021
- Written Questions Due 12/3/2021
- Questions and Answers Released 12/10/2021
- SOQ due by 3:00 PM (Pacific Time) 12/17/2021

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

2.4 Solicitation Requirements Review

2.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B (RFSQ Transmittal to Request a Solicitation Requirements Review) of this RFSQ to the Department conducting the solicitation 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 (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a SOQ.
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 requirements, evaluation criteria, and/or business requirements 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.

2.4.2 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 SOQ due date.

2.4.3 All Requests for a Solicitation Requirements Review should be submitted to:

Los Angeles County Sheriff's Department
Contracts Unit
211 W. Temple Street, 6th Floor
Los Angeles, CA 90012
Attention: Joanna Kim, Contracts Analyst
Email: jykim@lasd.org

2.5 Vendors Questions

2.5.1 Vendors may submit written questions regarding this RFSQ by mail or e-mail to the Contracts Analyst identified below. All questions must be received by **the date specified in Paragraph 2.3 above**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The addendum will be made available to all Vendors, in addition to being

posted on the Department's website at <http://shq.lasdnews.net/shq/contracts/info.html>.

- 2.5.2 When submitting questions, please specify the RFSQ Paragraph Number, Subparagraph Number, Page Number, and quote the language that prompted the question. This will ensure that the question can be quickly found in this RFSQ. County reserves the right to group similar questions when providing answers.
- 2.5.3 Questions regarding the application of minimum mandatory requirements, review 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 should be addressed under the Solicitation Requirements Review pursuant to Paragraph 2.4 (Solicitation Requirements Review) of this RFSQ.
- 2.5.4 Questions should be addressed to:

Los Angeles County Sheriff's Department
Contracts Unit
211 W. Temple Street, 6th Floor
Los Angeles, CA 90012
Attention: Joanna Kim, Contracts Analyst
Email: jykim@lasd.org

2.6 Intentionally Omitted

2.7 Preparation 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 (Section D)
- Financial Capability (Section E)

The Vendor must read this RFSQ carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their SOQ to ensure that errors or omissions do not cause the Vendor to be eliminated from consideration.

Each SOQ must respond clearly and comprehensively to all requirements of the RFSQ. Any request lacking a response will be considered "non-responsive". Failure to comply with the SOQ instructions may disqualify the SOQ.

Noncompliant, inadequate, incomplete, or otherwise non-responsive SOQs may, in the County's sole discretion, result in disqualification or elimination.

County reserves the sole right to judge the content and presentation of the SOQ. Any SOQ that deviates from the format, sequence, content, or submission procedure may be rejected without review, in the County's sole discretion

2.7.1 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.

2.7.2 Vendor's Qualifications (Section A)

The Vendor must provide sufficient detail and documentation to demonstrate that the Vendor meets the Minimum Mandatory Qualifications stated in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ, and have the capability to perform the required services as required in Attachment 1 (Statement of Work) of this RFSQ. Vendor must include in this section, a statement indicating its agreement that Vendor's DNA testing laboratory shall meet the Minimum Mandatory Qualifications in Subparagraph 1.4.3. The following sections must be included:

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

The Vendor shall complete, sign, and date Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix A (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 must 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. Vendor must include the following information in the summary:

- Vendor must demonstrate that the organization is adequately staffed and employees are trained to provide the required services.
- Vendor must demonstrate the capacity to perform the required services.
- Vendor must provide the names, addresses, and telephone numbers of all persons authorized to represent and bind the company.

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 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):

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 the 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. The same references may be listed on both forms, Exhibit 6 (Prospective Contractor References) and Exhibit 7 (Prospective Contractor List of Contracts) of Appendix A (Required Forms) of this RFSQ.

County may disqualify a Vendor 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 with reasonable effort (three [3] attempts). It is the Vendor's

responsibility to inform the point of contact of normal working hours.

The Vendor must complete and include Appendix A (Required Forms), Exhibit 6 (Prospective Contractor References), Exhibit 7 (Prospective Contractor List of Contracts), and Exhibit 8 (Prospective Contractor List of Terminated Contracts) of this RFSQ.

a. **Exhibit 6 - Prospective Contractor References**

Vendor must provide three references from three different companies where the same or similar scope of services, as required in Attachment 1 (Statement of Work) of this RFSQ, was provided. Contact person for references must be able to answer questions related to service provided. At least one reference must be able to verify the Minimum Mandatory Qualifications stated in Subparagraph 1.4.4 of this RFSQ.

b. **Exhibit 7 - Prospective Contractor List of Contracts**

The listing must include all public entities and/or County contracts for the last three (3) years. Use additional sheets if necessary.

c. **Exhibit 8 - 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 and Judgments (Section A.3)

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. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

If a Vendor has no pending litigation, threatened litigation, or judgments, then a statement stating so must be provided in this Section A.3.

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.

2.7.3 Required Forms (Section B)

Vendor shall complete, sign, and date all applicable forms identified in Appendix A (Required Forms) of this RFSQ.

2.7.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in Appendix G (Model Master Agreement) Paragraphs 8.23 (General Provisions for all Insurance Coverage) and 8.24 (Insurance Coverage) of 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 the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.5 Proof of Licenses, Permits, Registrations, Accreditations, and Certifications (Section D)

Vendor must provide copies of required licenses, permits, registrations, accreditations, and certifications required to perform the required services.

2.7.6 Financial Capability (Section E)

Vendor shall provide copies of the company's most current and prior two (2) fiscal years (for example 2020, 2019, and 2018) financial statements. Statements should include the company's assets liabilities, and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e.; for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity, the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

2.8 SOQ Submission

The original SOQ, two numbered identical hard copies, and two separate identical copies in PDF format on flash drives shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of Vendor and bear the words:

**“STATEMENT OF QUALIFICATIONS
FOR
DNA LABORATORY SERVICES
RFSQ 671-SH”**

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

Los Angeles County Sheriff's Department

Contracts Unit
211 W. Temple Street, 6th Floor
Los Angeles, CA 90012

Attention: Joanna Kim, Contracts Analyst

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the SOQ due date and time as outlined in Paragraph 2.3 above or any later addendum amending the SOQ due date and time. Submitting Vendors 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.

Vendors that wish to re-submit a corrected SOQ, or correction to any component of the SOQ, must do so before the initial submission deadline stated in Paragraph 2.3 above. Resubmitted corrections to SOQs submitted after the initial deadline may not be reviewed initially, however, they may be reviewed at a later date to determine if they meet the qualifications listed in this RFSQ.

2.9 Acceptance of Terms and Conditions of Master Agreement

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

2.10 SOQ Withdrawals

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

Los Angeles County Sheriff's Department
Contracts Unit
211 W. Temple Street, 6th Floor
Los Angeles, CA 90012

Attention: Angelo Faiella, Contracts Unit Manager

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 the Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix A (Required Forms) of this RFSQ, 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 comply with the Minimum Mandatory Qualifications will eliminate its SOQ from any further consideration. The Department may elect to waive any informality in a 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 of the SOQ.
- Vendor's References as provided in Section A.2 of the SOQ. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other 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 of the SOQ.

3.1.3 Required Forms (Section B)

All forms listed in Subparagraph 2.7.3 of this RFSQ must be included in Section B of the SOQ, if applicable.

3.1.4 Proof of Insurability (Section C)

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

3.1.5 Proof of Licenses, Permits, Registrations, Accreditations, and/or Certifications (Section D)

County will review the proof of licenses, permits, registrations, accreditations, and/or certifications, provided in Section D of the SOQ.

3.1.6 Financial Capability (Section E)

County will review the financial statements provided in Section E of the SOQ.

3.2 Disqualification Review

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

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe

specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

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 on each ground asserted 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 Vendors that meet the requirements outlined in this RFSQ, including Paragraph 1.4 (Minimum Mandatory Qualifications) and that are capable of providing the DNA Laboratory Services specified in Attachment 1 (Statement of Work) of this RFSQ.

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 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 Sheriff will execute a Board of Supervisors-authorized Master Agreement with each selected vendor. All Vendors will be informed of the final selections.