



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR WATER WELL SYSTEMS MAINTENANCE SERVICES

RFSQ No. 710-SH

JANUARY 2023

**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.

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
WATER WELL SYSTEMS MAINTENANCE SERVICES
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>PAGE</u>
1 SOLICITATION INFORMATION	1
2 GENERAL INFORMATION.....	1
2.1 Scope of Work	1
2.2 Overview of Solicitation Document	2
2.3 Terms and Definitions.....	3
2.4 Master Agreement Process.....	3
2.5 Master Agreement Term	4
2.6 Indemnification and Insurance	4
2.7 Intentionally Omitted	4
2.8 Injury and Illness Prevention Program (IIPP).....	5
3 VENDOR’S MINIMUM MANDATORY QUALIFICATIONS	5
4 COUNTY’S RIGHTS AND RESPONSIBILITIES.....	6
4.1 Representations Made Prior to Contract Execution	6
4.2 County’s Right to Amend Request for Statement of Qualifications	6
4.3 County’s Option to Reject SOQs or Cancel RFSQ	6
4.4 Background and Security Investigations	7
5 NOTIFICATION TO VENDORS	8
5.1 Notice to Vendor’s Regarding Public Records Act.....	8
5.2 Contact with County Personnel.....	8
5.3 Mandatory Requirement to Register on County’s WebVen.....	8
5.4 Protest Policy Review Process	8
5.5 Conflict of Interest.....	9
5.6 Determination of Vendor Responsibility	9
5.7 Vendor Debarment	10
5.8 Gratuities	11
5.9 Notice to Vendors Regarding the County Lobbyist Ordinance.....	11

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
5.10 Consideration of GAIN-GROW Participants for Employment.....	12
5.11 Jury Service Program	12
5.12 Notification to County of Pending Acquisitions/Mergers by Proposing Company	13
5.13 Intentionally Omitted	13
5.14 Defaulted Property Tax Reduction Program	13
5.15 Vendor’s Acknowledgement of County’s Commitment to Zero Tolerance Policy on Human Trafficking	14
5.16 Intentionally Omitted	14
5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	14
5.18 Vendor’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices.....	15
5.19 Prohibition from Participation in Future Solicitation(s).....	15
5.20 Intentionally Omitted	15
5.21 Community Business Enterprise Participation	15
6 COUNTY’S PREFERENCE PROGRAMS	16
6.1 Overview of County’s Preference Programs	16
6.2 Local Small Business Enterprise (LSBE) Preference Program.....	17
6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program.....	17
6.4 Social Enterprise (SE) Preference Program	17
6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program	18
7 STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS	18
7.1 County Responsibility	18
7.2 Truth and Accuracy of Representations.....	18
7.3 RFSQ Timetable	19
7.4 Vendors’ Questions	19
7.5 Intentionally Omitted	20
7.6 Preparation and Format of the SOQ	20
7.7 SOQ Submission	25

TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
7.8	Acceptance of Terms and Conditions of Master Agreement.....	25
7.9	SOQ Withdrawals	25
8	SOQ REVIEW/SELECTION/QUALIFICATION PROCESS.....	26
8.1	Review Process	26
8.2	Selection/Qualification Process	27
8.3	Master Agreement Award	27
9	PROTEST PROCESS OVERVIEW.....	27
9.1	Solicitation Requirements Review	27
9.2	Disqualification Review	28

APPENDICES:

- A Model Master Agreement:** Identifies the terms and conditions in the Master Agreement.
Attachment 1 Statement of Work: Written description of tasks, deliverables, services, and other Work required by the County under this RFSQ and the resultant Master Agreement(s).
- B Required Forms:** Forms that must be completed and included in the Statement of Qualifications (SOQs).
- C RFSQ Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.

1 SOLICITATION INFORMATION

RFSQ Release Date	January 17, 2023
Request for a Solicitation Requirements Review Due	January 23, 2023
Written Questions Due	January 24, 2023
Questions and Answers Released via Addendum	January 26, 2023
SOQs Due	February 01, 2023
Anticipated Master Agreement Term	Five years with five one-year option periods.
Minimum Mandatory Qualifications	See Paragraph 3 of this RFSQ.
RFSQ Contact	Assistant Contract Analyst: Socorro Mendoza Email: skmendoz@lasd.org

2 GENERAL INFORMATION

2.1 Scope of Work

The County of Los Angeles (County) Sheriff's Department (Department) is seeking qualified companies (Vendors) to enter into Master Agreements with the County for the provision of as-needed Water Well Systems Maintenance Services. To qualify, Vendors must meet the requirements outlined in this Request for Statement of Qualifications (RFSQ) including, but not limited to, Paragraph 3 (Vendor's Minimum Mandatory Qualifications), and be capable of performing the duties specified in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement).

Water Well Systems Maintenance services include, but are not limited to, all necessary supervision, labor, tools, and equipment to perform routine and emergency water well pump removal and installations, water well drilling, water treatment equipment repairs and installations, water well performance testing, water well casing cleaning/repairs and installation, water well systems video inspections, chemical disinfecting, cleaning and treatment services, and/or other repairs and services on various types of pumps and water well systems equipment. A further description of services to be performed are outlined in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement).

The Department will solicit for various types of Water Well Systems Maintenance services from qualified Contractors during the term of the Master Agreements. It is not required that a Vendor be qualified to perform all services described in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement). A Vendor may submit qualifications for one, some, or all service categories listed in Exhibit 9 (Service Category Checklist) of Appendix B (Required Forms) to this RFSQ.

Services are to be provided for two water well systems, which include, but are not limited to, a total of ten water wells and nine booster pumps. The locations of the two water well systems are listed in Paragraph 1.4 of Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement).

2.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies Vendor's Minimum Mandatory Qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS:** Contains instructions to Vendors in how to prepare and submit their SOQ.
- **SOQ REVIEW/SELECTION/QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.
- **The following Appendices are included in this RFSQ:**
 - A - Model Master Agreement:** The Model Master Agreement used for this solicitation. The terms and conditions shown in the Model Master Agreement are not negotiable.
 - **Attachment 1 (Statement of Work (SOW)):** Written description of tasks, deliverables, services, and other Work required by the County under this RFSQ and the resultant Master Agreement(s).
 - B - Required Forms:** Forms contained in this section must be completed and included in the SOQ.
 - C - RFSQ 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 as-needed Water Well Systems Maintenance services. Specific tasks, deliverables, etc. will be determined at the time the Department issues work orders.

2.4.1 Master Agreements will be executed with all Vendors determined to be qualified and that meet the required Vendor's Minimum Mandatory Qualifications specified in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.

2.4.2 Upon the County's execution of these Master Agreements, all qualified Vendors will become qualified Contractors.

2.4.3 Qualified Contractors who are in compliance with the terms and conditions of the Master Agreement and whose evidence of insurance requirements has 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 Water Well Systems Maintenance Services under work orders issued by the Department.

2.4.4 It is the intent of the Department to issue work orders to active Contractors utilizing a competitive bidding process based on Contractor's qualification(s) to provide the required Water Well Systems Maintenance Services. However, based on the needs of the Department, the Department has the sole discretion to issue a work order to any active Contractor as set forth in Paragraph 3.0 (Work Order Process) of Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement).

2.4.5 Work orders will include a service summary outline, which describe the particular project and the work required for the performance thereof. Work orders must indicate the tasks to be performed, deliverables to be provided, category of work, hourly rate, the maximum amount to be paid per task and/or deliverable, and the total maximum amount payable under the Work Order. Payment will be based on the actual hours worked performing each task and/or deliverable subject to the total maximum amount set forth on the work order. In cases, where County Project Manager cannot describe the problem

or possible solution required to fix the problem, an initial work order will be issued. Upon Contractor diagnosing the problem and the cost of repairs, a supplemental work order will be issued in accordance with Paragraph 3.0 (Work Order Process) of Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement).

2.4.6 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. The County does not promise, warrant or guarantee that the County will utilize any particular level of Contractor's service, or any services at all, during the term of the Master Agreement.

2.5 Master Agreement Term

2.5.1 Prior to the commencement of any Master Agreement, the Model Master Agreement must be approved by the Los Angeles County Board of Supervisors (Board). The term of the Model Master Agreement will be for an initial term of five years plus five one-year option periods. Option periods will be exercised at the Department's discretion.

2.5.2 The initial term of the individual Master Agreements will commence on April 3, 2023, or upon the date of execution by the Sheriff or his designee as authorized by the Board, whichever is later, and will terminate April 2, 2028. The County will have the option to extend the term of each Master Agreement for up to five one-year option periods for a total Master Agreement term not to exceed ten years.

2.5.3 The County will be continuously accepting SOQs throughout the duration of the Model Master Agreement, until the needs of the Department are met. Such Master Agreement will become effective upon the date of its execution by the Sheriff or his designee and will expire 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 Paragraphs 8.23 (General Provisions for All Insurance Coverage) and Paragraph 8.24 (Insurance Coverage) to 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 written, an 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

It is not required that Vendors be qualified to perform all services described in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement). Interested and qualified Vendors that can demonstrate their ability to successfully provide required services outlined in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement), in one, some, or all the service categories listed in Exhibit 9 (Service Category Checklist) of Appendix B (Required Forms) to this RFSQ are invited to submit a SOQ, provided they meet the following Minimum Mandatory Qualifications:

- 3.1 Vendor must have a minimum of ten years' experience, within the last 15 years, providing water well systems repair and maintenance 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 C-57 (Water Well Drilling) and/or C-61/D-21 (Pump Installations) license issued by the State of California.

Vendor must complete Exhibit 10 (Required Licenses, Certifications, Memberships, and Permits) of Appendix B (Required Forms) and provide a copy of the license(s) listed above to verify this Minimum Mandatory Qualification.

- 3.3 Vendor must be a certified member of **one** of the following:

- a. The California Groundwater Association, or
- b. The National Ground Water Association.

Vendor must complete Exhibit 10 (Required Licenses, Certifications, Memberships, and Permits) of Appendix B (Required Forms) and provide a copy of their certification(s) to verify this Minimum Mandatory Qualification.

- 3.4 If Vendor is looking to qualify for Well Chemical Cleaning Treatment Services and/or Well Disinfecting Services, Vendor must possess **one** of the following certifications issued by the State of California Department of Public Health:

- a. Grade 1 Water Treatment Operator Certification, or
- b. Grade 1 Water Distribution Operator Certification issued by the State of California.

Vendor must complete Exhibit 10 (Required Licenses, Certifications, Memberships, and Permits) of Appendix B (Required Forms) and provide a copy of their certification(s) to verify this Minimum Mandatory Qualification.

- 3.5 Vendor must have a business office located within 100 miles from any one of the two water well system locations listed in Paragraph 1.4 of Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement).
- 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 this 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 or Cancel RFSQ

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation and/or cancel this RFSQ. 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 must 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 Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 4.4.2 County Project Manager will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation may include, but not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice.
- 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 pursuant to Paragraph 7.5 (Background and Security Investigations) of Appendix A (Model Master Agreement) to this RFSQ, 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 Vendor's Regarding 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 qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by 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 e-mailed as follows:

Email address: skmendoz@lasd.org
Attn: Socorro Mendoza, Assistant Contract Analyst

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

5.3 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in 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 Policy Review 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 sub-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 should be limited to the following:

- Solicitation Requirements Review [refer to Paragraph 9.1 (Solicitation Requirements Review) of this RFSQ].
- Disqualification Review [refer to Paragraph 9.2 (Disqualification Review) of this RFSQ].

5.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification 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 the 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 this Master Agreement if the Board, in its discretion, finds that Vendor has done any of the following: (a) violated a term of a contract with the County or a nonprofit corporation created by the County; (b) 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; (c) committed an act or omission which indicates a lack of business integrity or business honesty; or (d) 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 Vendors on County contracts.

5.7 Vendor Debarment

- 5.7.1 Vendor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar 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: (a) violated a term of a contract with the County or a nonprofit corporation created by the County; (b) 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; (c) committed an act or offense which indicates a lack of business integrity or business honesty; or (d) made or submitted a false claim against the County or any other public entity. These terms will also apply to proposed subcontractors of Vendors on County contracts.

5.7.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department will notify Vendor in writing of the evidence which is the basis for the proposed debarment, and will advise Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5.7.3 A listing of Contractors that are currently on the Debarment List for the 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 to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>. 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 [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 by completing and submitting Exhibit 5 (Certification of Compliance) of Appendix B (Required Forms) to this RFSQ, and submit as part of Section B (Required Forms) of their SOQ.

5.10 Consideration of GAIN-GROW Participants for Employment

5.10.1 As a threshold requirement for consideration of a Master Agreement, Vendors must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or 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, and submit as part of Section B (Required Forms) of their SOQ.

5.11 Jury Service Program

5.11.1 The prospective Master Agreement is subject to the requirements of 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), 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) to 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, as part of Section B (Required Forms) of their SOQ. 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 must 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 (Vendor'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 to Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) 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 County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") [Los Angeles County Code, Chapter 2.206](#). Prospective Contractors should reference 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) to 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 will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance

during the term of any 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 Master Agreement or initiation of debarment proceedings against the non-compliance Contractor ([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'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 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

5.17.1 The County, in 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 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 in a County solicitation if 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 Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of 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 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 CBE Program has established a 25% annual participation goal, 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): 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. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and 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 business complete certification(s) prior to requesting a preference in a solicitation. This program and how to obtain certification(s) are further explained in Paragraph 6.2 (Local Small Business Enterprise (LSBE) Preference Program), 6.4 (Social Enterprise (SE) Preference Program), and 6.5 (Disabled Veteran Business Enterprise (DVBE) Preference Program) of this RFSQ. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs (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 (if applicable)

6.2.1 In reviewing work orders, the County will give LSBE preference to businesses that meet the definition of an 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 responses and may not request the preference unless the certification process has been completed and certification is affirmed. Vendors must complete and submit Exhibit 3 (Request for Preference Consideration) of Appendix B (Required Forms) to this RFSQ, along with a letter of certification from the DCBA and submit as part of Section B (Required Forms) of their SOQ.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

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

6.4 Social Enterprise (SE) Preference Program (if applicable)

6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a 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 responses and may not request the preference unless the certification process has been completed and certification is affirmed. Vendors must complete and submit Exhibit 3 (Request for Preference Consideration) of Appendix B (Required Forms) to this RFSQ with each work order response and submit their SE certification letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their response.

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program (if applicable)

6.5.1 In reviewing work order bids, the County will give preference during the solicitation process to Vendors that meet the definition of a 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, Vendors should contact DCBA at <http://dcba.lacounty.gov>.

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

7 STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS

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

7.1 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.

7.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a 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.

7.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

EVENT	DATE/TIME
Release of RFSQ	01/17/2023
Request for a Solicitation Requirements Review Due	01/23/2023
Written Questions Due	01/24/2023
Questions and Answers Released	01/26/2023
SOQs Due	By 3:00 PM PST on 02/01/2023

7.3.1 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 listed in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) of this RFSQ. The solicitation will remain open until the needs of the Department are met.

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

7.4 Vendors' Questions

7.4.1 Vendors may submit written questions regarding this RFSQ by mail or e-mail to the individual identified below. All questions must be received by 3:00 p.m. (Pacific Time), **January 24, 2023**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to this RFSQ.

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

7.4.3 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.

7.4.4 Questions must be emailed to:

Email: skmendoz@lasd.org

Attn: Socorro Mendoza, Assistant Contract Analyst

7.5 Intentionally Omitted

7.6 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, Certifications, Memberships and Permits (Section D)

7.6.1 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.

7.6.2 Vendor's Qualifications (Section A)

Vendor must demonstrate that Vendor's organization has the experience to perform the required services. The following Sections must be included:

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

Vendor must complete, sign and date Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) as set forth of Appendix B (Required Forms) to this RFSQ. **The person signing the form must be authorized to sign on behalf of Vendor and 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) 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:

- a. It is not required that Vendor be qualified to perform all the services described in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement). Vendor is asked to respond only for those areas of service intended to be provided by Vendor under the Master Agreement. A Vendor may submit qualifications for one, some, or all service categories listed in Exhibit 9 (Service Category Checklist) of Appendix B (Required Forms) to this RFSQ.
- b. Vendor must provide sufficient detail and documentation to demonstrate that they meet the Minimum Mandatory Qualifications stated in Paragraph 3 (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) to Appendix A (Model Master Agreement).
- c. Vendor must indicate in this Section all experience as it pertains to Paragraph 3 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.
- d. Vendor must demonstrate the capacity to perform the required services as a corporation or other entity.
- e. Vendor must provide the names, addresses, and telephone numbers of all persons authorized to represent and bind the company.
- f. Vendor must provide a copy of their safety record, safety plan and/or Injury and Illness Prevention Program (IIPP) as referenced under Paragraph 2.8 (Injury and Illness Prevention Program (IIPP)) of this RFSQ.
- g. Vendor must provide a 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 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.
- h. 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 contracts.

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

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.

7.6.2.2 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. References must be listed on Exhibit 8 (Vendor's List of References) of Appendix B (Required Forms) to this RFSQ.

- a. The County may disqualify a Vendor, at its discretion, if:
 - i. References fail to substantiate Vendor's description of the services provided; or

- ii. References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
 - iii. The Department is unable to reach the point of contact with reasonable effort (three attempts). It is Vendor's responsibility to inform the point of contact that reference checks will be conducted during normal working hours.
- b. 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.

- i. Exhibit 4 - Vendor's Debarment History and List of Terminated Contracts

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

- ii. Exhibit 8 - Vendor's List of References

Vendor must provide three references where the same or similar scope of services, as required in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement), was provided. References must be from different agencies/companies and may not be from two individuals within the same agency/company. A minimum of one reference must be able to verify the minimum experience requirement stated in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) of this RFSQ. (Contact person for references must be able to answer questions related to service provided).

7.6.2.3 Vendor's Pending Litigation and Judgments (Section A.3)

The County will conduct a review of Vendor's pending litigation and judgments. Vendor must identify by name, case and court jurisdiction 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 a Vendor has no pending litigation, threatened litigation, or judgments, then a statement stating so must be provided in

Section A.3 (Vendor's Pending Litigation and Judgments) of their SOQ.

7.6.3 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 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
Exhibit 8	Vendor's List of References
Exhibit 9	Service Category Checklist
Exhibit 10	Required Licenses, Certifications, Memberships, and Permits

7.6.4 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.

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

As part of their SOQ, Vendor must provide a copy of all required licenses and certificates specified in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) of this RFSQ. Vendor must complete Exhibit 10 (Required Licenses, Certifications, Memberships, and Permits) of Appendix B (Required Forms) and include a copy of each license and certificate as instructed.

Vendor providing work under the Master Agreement must possess, comply with, and keep current all applicable licenses, training certificates and other relevant documentation required to perform services under the Master Agreement.

7.7 SOQ Submission

SOQs must be submitted as follows:

The original SOQ and three numbered identical hard copies, and two separate identical electronic copies in PDF format on flash drives must be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of Vendor and reference the solicitation as follows:

**“SOQ FOR WATER WELL SYSTEMS MAINTENANCE SERVICES
(RFSQ No. 710-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 West, Los Angeles, California 90012
Attn: Socorro Mendoza, Assistant Contract Analyst

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in Paragraph 7.3 (RFSQ Timetable) of this RFSQ. Submitting Vendors will 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 SOQs received after the scheduled due date and time stated in Paragraph 7.3 (RFSQ Timetable) of this RFSQ or any addendum amending the SOQ due date and time, will not be reviewed initially; however, they may be reviewed at a later date.

7.8 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 in Appendix A (Model Master Agreement) to this RFSQ.

7.9 SOQ Withdrawals

7.9.1 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:

7.9.2 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 7.3 (RFSQ Timetable) of this RFSQ. 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.

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 Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix B (Required Forms) of their SOQ, and determine if Vendor meets the Minimum Mandatory Qualifications as outlined in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.

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 of the SOQ. 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 of the SOQ.

8.1.3 Required Forms (Section B)

All forms listed in sub-paragraph 7.6.3 (Required Forms) of this RFSQ must be included in Section B of the SOQ.

8.1.4 Proof of Insurability (Section C)

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 (Section D)

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 in providing water well systems maintenance 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 a Board-authorized Master Agreement 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 (RFSQ Transmittal Form to Request a Solicitation Requirements Review) to 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:

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

9.1.2 The 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.

9.1.3 All requests for a Solicitation Requirements Review shall be e-mailed to:

Email: skmendoz@lasd.org
Attn: Socorro Mendoza, Assistant Contract Analyst

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:

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

- b. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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