



**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

RFSQ 743-SH

**Prepared By
County of Los Angeles**

January 2025

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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APPENDICES:

- A Model Master Agreement:** Identifies the terms and conditions in the Master Agreement.
Attachment 1 – Statement of Work
Attachment 2 – Conveyance Equipment List
- B Required Forms:** Forms that must be completed and included in the Statement of Qualifications.
- C Solicitation Requirements Review (SRR) Request:** Transmittal sent to Department requesting a Solicitation Requirements Review.

1.0 SOLICITATION INFORMATION

Anticipated Master Agreement Term:	Base term of four years with three additional one-year options periods.
Minimum Mandatory Qualifications:	See Paragraph 3.0 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.
RFSQ Contact:	Juan Amaya Email: jaamaya@lasd.org

2.0 GENERAL INFORMATION

2.1 Scope of Work

- 2.1.1 The County of Los Angeles (County), Sheriff's Department (Department) is seeking qualified vendors (Vendors) to enter into Master Agreements with the County to provide as-needed elevator and escalator maintenance services.
- 2.1.2 The Department requires the services of Vendors that can provide all labor, supervision, tools, materials, supplies, and other items necessary to provide non-emergency and emergency full-service maintenance and repair services for the Department's elevators, escalators, and other conveyance equipment at various County facilities.

2.2 Overview of Solicitation Document

This RFSQ contains the following:

- 2.2.1 Vendor's Minimum Mandatory Qualifications.
- 2.2.2 Instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- 2.2.3 Explanation as to how the SOQ will be reviewed, selected and qualified.
- 2.2.4 Appendices and Attachments:

A Model Master Agreement: The Master Agreement that will be used for this solicitation to secure County Contractors and outlines the terms and conditions. The terms and conditions specified in the Master Agreement are non-negotiable.

Attachment 1 - Statement of Work

Attachment 2 - Conveyance Equipment List

B Required Forms: Forms contained in this section must be completed and included in the SOQ.

C Solicitation Requirements Review (SRR) Request:
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 2.0 (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 elevator and escalator maintenance services, as specified in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement) to this RFSQ. Specific tasks, deliverables, etc. will be determined at the time the Department issues/requests work order bids.

2.4.1 Master Agreements will be executed with all Vendors that meet the Minimum Mandatory Qualifications specified in Paragraph 3.0 (Vendor's Minimum Mandatory Qualifications) of this RFSQ and are deemed to be qualified.

2.4.2 Upon execution of any resultant Master Agreements, the qualified Vendors will become County Contractors.

2.4.3 Qualified Contractors who accept and adhere to the terms and conditions of the Master Agreement, and whose valid, current and in effect evidence of required insurance coverage has been received by the Department will become Active Contractors. Active Contractors may thereafter, on an as-needed basis, be required to provide elevator and escalator maintenance services through work orders issued by the Department.

2.4.4 Active Contractors will be issued work orders based upon a competitive bidding process as outlined in Paragraph 2.0 (Work Order Process) of Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement) to this RFSQ. In addition to price, factors such as availability, turnaround time, geographical proximity, and expertise may be considered in the selection process. However, the Department retains sole discretion to issue a work order to any Active Contractor, either on a competitive or non-competitive basis, depending on the needs of the County.

2.4.5 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 services, or any services at all, during the term of the Master Agreement. The determination as to

the need for services will rest solely within the discretion of the Department.

2.5 Master Agreement Term

2.5.1 Prior to commencement of any Master Agreement, the Model Master Agreement must be approved by the County Board of Supervisors (Board).

2.5.2 The Master Agreement(s) will become effective upon the date of execution by the Sheriff or his designee, as authorized by the Board, and will expire four years from the date the Board approves the Model Master Agreement unless sooner extended or terminated, in whole or in part. The County will have the option to extend the term of each Master Agreement for up to three one-year option periods, for a total Master Agreement term not to exceed seven years. Option periods will be exercised at the Department's sole discretion.

2.5.3 The County will continuously accept SOQs throughout the duration of the Model Master Agreement or until the needs of the Department are met. Such Master Agreements will become effective upon the date of its execution by the Sheriff 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 Paragraph 8.23 (General Provisions for all Insurance Coverage) and 8.24 (Insurance Coverage) of Appendix A (Model Master Agreement) to this RFSQ.

3.0 VENDOR'S MINIMUM MANDATORY QUALIFICATIONS

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

3.1 Vendor must have five years of experience, within the last ten years, providing elevator and escalator maintenance services or services equivalent or similar to the services described in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement) to this RFSQ.

Vendor must complete Exhibit 7 (List of References) of Appendix B (Required Forms) listing all references necessary to verify this Minimum Mandatory Qualification.

- 3.2 Vendor must possess the following license and certification:
- A valid California C-11 Elevator Contractor license issued by the State of California.
 - A Certified Qualified Conveyance (Elevator) Company (CQCC) certificate issued by the State of California.

Vendor must complete Exhibit 9 (Licenses, Certifications, Registrations, and Accreditations) of Appendix B (Required Forms) to this RFSQ and provide a copy of each to verify this Minimum Mandatory Qualification.

- 3.3 Vendor must employ full-time employees who possess valid Certified Competent Conveyance Mechanic (CCCM) certificates issued by the State of California in good standing, throughout the term of the Master Agreement.

Vendor must complete Exhibit 9 (Licenses, Certifications, Registrations, and Accreditations) of Appendix B (Required Forms) to this RFSQ and provide copies of each to verify this Minimum Mandatory Qualification.

- 3.4 Vendor must have and maintain a business office within 100 miles of any conveyance equipment listed in Attachment 2 (Conveyance Equipment List) to Appendix A (Model Master Agreement) to this RFSQ. The office must be staffed with qualified service personnel and equipped to respond to 24/7 service requests.

- 3.5 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. Costs 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.

Vendor may not use subcontractors' experience to meet any of the Minimum Mandatory Qualifications listed above.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Master Agreement 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 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 or cancel this RFSQ in its entirety. 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

At any time prior to or during the term of the Master Agreement, all Contractor's staff, consultants, subcontractors, and agents (collectively herein "Contractor Staff") performing services may be required, at the discretion of the County, 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. For specific details, refer to Paragraph 7.5 (Background and Security Investigations) of Appendix A (Model Master Agreement) to this RFSQ.

5.0 NOTIFICATION TO VENDORS

5.1 Public Records Act

5.1.1 Responses to this RFSQ will become the exclusive property of the County. At such time as when Department recommends the 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 the 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

5.2.1 Any contact regarding this RFSQ or any matters relating thereto must be in writing and emailed to:

Contract Analyst: Juan Amaya
Email address: jaamaya@lasd.org

5.2.2 Vendors are specifically directed not to contact any other County person or agent for any matter related to this RFSQ. If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this RFSQ, 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 the County's WebVen. The WebVen contains Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <https://camisvr.co.la.ca.us/webven/>.

5.4 Protest Process

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

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

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 are limited to the following:

- a. Solicitation Requirements Review as referenced in Paragraph 9.1 (Solicitation Requirements Review) of this RFSQ.
- b. Disqualification Review as referenced in 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 Los Angeles County Code](#), the County may determine whether Vendor is responsible based on a review of Vendor's performance on any Master Agreements, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which Vendor had no knowledge will not be the basis of a determination that Vendor is not responsible.
- 5.6.3 The County may declare a Vendor to be non-responsible for purposes of the Master Agreement if the Board, in its discretion, finds that Vendor has done any of the following: (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 Contractors on County Master Agreements.

5.7 Vendor Debarment

- 5.7.1 Vendor is hereby notified that, in accordance with [Chapter 2.202 of the Los Angeles 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 sole 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.
- 5.7.2 These terms will also apply to proposed subcontractors of Contractors on County Master Agreements.
- 5.7.3 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.8 Improper Considerations

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 Notification to County

A Vendor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made either to the County's manager charged with the supervision of the employee(s) or to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://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 County Lobbyist Ordinance

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

5.10 Consideration of GAIN/START Participants for Employment

5.10.1 As a threshold requirement for consideration of a Master Agreement, Vendor must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START 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/START participants access to Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

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

5.11 Jury Service Program

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

SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 5.11.2 Contractor must certify compliance with the County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) to this RFSQ. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Contractor must so indicate in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) 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. 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 Pending Acquisitions/Mergers by Proposing Company

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

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

5.13 Intentionally Omitted

5.14 Defaulted Property Tax Reduction Program

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

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

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

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

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

5.15.2 Vendors are required to complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) to this RFSQ, certifying that they are in full compliance with the County's Zero

Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Model Master Agreement). Further, Contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

5.16 Intentionally Omitted

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

- 5.17.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Master Agreement with the County will be direct deposit or EFT, 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 direct deposit or EFT 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 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 [California Government Law Code Section 12952](#), as indicated in the Master Agreement. Further, Contractors and their subcontractors and are required to comply with the requirements under [California](#)

[Government Law Code Section 12952](#) for the term of any Master Agreement awarded pursuant to this solicitation.

5.19 Prohibition from Participation in Future Solicitation(s)

Vendor or a Contractor or its subsidiary or subcontractor ("Vendor/Contractor"), is prohibited from submitting an SOQ or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. Vendor/Contractor is also prohibited from submitting an 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 the County solicitation or the termination or cancellation of any resultant County Master Agreement ([Los Angeles County Code, Chapter 2.202](#)).

5.20 Community Business Enterprise (CBE) Participation

- 5.20.1 The County has adopted a CBE Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. Vendor's CBE participation must be reflected in Exhibit 5 (Community Business Enterprise (CBE) Information) form of Appendix B (Required Forms) to this RFSQ.
- 5.20.2 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.
- 5.20.3 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.
- 5.20.4 To obtain a list of County CBE certified firms, send an email request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject "Request for CBE Listing."
- 5.20.5 For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

5.21 Contribution and Agent Declaration

[California Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding 12 months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 calendar days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Vendors and all of their subcontractors must complete Exhibit 8 (Contribution and Agent Declaration Form) of Appendix B (Required Forms) to this RFSQ and include it in Section B (Required Forms) of their SOQ. Vendors are further advised that they and their subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Master Agreement award. Failure by Vendor or any subcontractor(s) to complete and submit Exhibit 8 (Contribution and Agent Declaration Form) of Appendix B (Required Forms) to this RFSQ, and failure by Vendor or any subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Vendor may be disqualified from a Master Agreement award, as determined in the County's sole discretion. Further, all Vendors and their subcontractors are prohibited under [California Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for 12 months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

6.1.1 The County has three preference programs: Local Small Business Enterprise (LSBE), Social Enterprise (SE), and Disabled Veteran Business Enterprise (DVBE). 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, SE, and DVBE) require that a Vendor complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraphs 6.2 (Local Small Business Enterprise (LSBE) Preference Program), 6.3 (Social Enterprise (SE) Preference Program), and 6.4 (Disabled Veteran Business Enterprise (DVBE) Preference Program) below. Additional

information on the County's preference programs is also available on the Department of Consumer and Business Affairs (DCBA) website at: <https://dcba.lacounty.gov/>.

- 6.1.3 In no case will the Preference Programs (LSBE, SE, and DVBE) 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, SE, or DVBE when not qualified.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1 In reviewing work order bids, the County will give LSBE preference to businesses that meet the definition of a 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 a LSBE, businesses should contact the DCBA at <https://dcba.lacounty.gov/>.
- 6.2.3 Certified LSBEs may only request the preference in each of their work order bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 3 (Request for Preference Consideration) of Appendix B (Required Forms) to this RFSQ with each work order bid response along with a letter of certification from the DCBA.

6.3 Social Enterprise (SE) Preference Program

- 6.3.1 In reviewing work order bids, the County will give SE preference 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](#).
- 6.3.2 To apply for certification as a SE, businesses should contact DCBA at <https://dcba.lacounty.gov/>.
- 6.3.3 Certified SEs may only request the preference in each of their work order bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 3 (Request for Preference Consideration) of Appendix B (Required Forms) to this RFSQ with each work order bid response along with their SE certification letter ("Certification for Non-Federally Funded Solicitations") from the DCBA.

6.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 6.4.1 In reviewing work order bids, the County will give DVBE preference to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).
- 6.4.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <https://dcba.lacounty.gov/>.
- 6.4.3 Certified DVBEs may only request the preference in each of their work order bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 3 (Request for Preference Consideration) of Appendix B (Required Forms) to this RFSQ with each work order bid response along with their DVBE certification approval letter from the DCBA.

6.5 Preference Program Enterprises (PPEs) – Prompt Payment Program

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with [Board Policy 3.035 \(Preference Program Payment Liaison and Prompt Payment Program\)](#).

7.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

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

7.1 Truth and Accuracy of Representations

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

7.2 RFSQ Timetable

The timetable for this RFSQ is as follows:

EVENT	DATE/TIME
RFSQ Release Date	01/22/2025
Solicitation Requirements Review (SRR) Request Due	02/05/2025
Written Questions Due	02/12/2025
Questions and Answers Released via Addendum	02/21/2025
Statement of Qualifications Due	By 3:00 PM (Pacific Time) on 03/07/2025

The due date for the SOQ marks the initial deadline. SOQs not received by this date may not undergo the initial review; however, they may be reviewed at a later date to determine if they meet the Minimum Mandatory Qualifications outlined in Paragraph 3.0 (Vendor's Minimum Mandatory Qualifications) of this RFSQ. The RFSQ will remain open until the needs of the Department are met.

7.3 Vendors' Questions

7.3.1 Vendors may submit written questions regarding this RFSQ by email to the individual identified in Paragraph 1.0 (Solicitation Information) of this RFSQ. All questions must be received by the date and time specified in Paragraph 7.2 (RFSQ Timetable) above. All questions, without identifying the submitting company, will be compiled with the appropriate answers, and issued as an addendum to the RFSQ.

7.3.2 When submitting questions, please specify this RFSQ's Paragraph number, page 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 Intentionally Omitted

7.5 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, Registrations, and Accreditation (Section D)

7.5.1 Table of Contents

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

7.5.2 Vendor's Qualifications (Section A)

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

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

Vendor must provide a summary of relevant background information to demonstrate that Vendor meets the Minimum Mandatory Qualifications stated in Paragraph 3.0 (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:

- i. Vendor's capabilities and qualifications to effectively perform the services detailed in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement) to this RFSQ. This overview should demonstrate Vendor's relevant experience, expertise, qualified staff, and resources.
- ii. Vendor must submit a resume for the proposed Contractor Project Manager who will oversee the day-to-day administration of the Master Agreement. The resume must highlight relevant experience, qualifications, and skills that demonstrate Contract or Project Manager's ability to effectively manage project activities and ensure successful execution of the services outlined in the Master Agreement.
- iii. Names, titles, addresses, telephone numbers, and email addresses of all persons authorized to represent and bind Vendor in a Master Agreement.

- iv. Vendor's copy(s) of any Occupational Safety and Health Administration (OSHA) violations received in the past five years. Provide copy(s) of the citation and notification of penalty, signed settlement agreement, remedial action required and taken by the Vendor, amount of fine initially imposed, and ultimate resolution. If there have been no OSHA violations in the past five years, Vendor must provide a signed statement stating so.
- v. Taking into account the structure of the Vendor's organization, Vendor must determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories below, upon receipt of the SOQ or at some later time, the County may, in its sole discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign a Master Agreement.

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:

- A copy of a "Certificate of Good Standing" with the state of incorporation/organization; and
- A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

b. Vendor's List of References (Section A.2)

It is Vendor's sole responsibility to ensure that the firm's name, point of contact's name, title, phone number, and email address for each reference is accurate.

Vendor must provide three references for which services equivalent to or similar to the services described in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement) were provided. References may be used to verify compliance with the minimum experience requirements outlined in Paragraph 3.0 (Vendor's Minimum Mandatory Qualifications) of this RFSQ. Contact person for each reference must be able to answer questions related to the services provided.

The 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. It is the Vendor's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.

Vendor must complete Exhibit 7 (List of References) of Appendix B (Required Forms) to this RFSQ and include it in Section B (Required Forms) of their SOQ.

c. Vendor's Debarment History and List of Terminated Contracts (Section A.3)

The County will conduct a review of Vendor's terminated contracts and debarment history. Vendor must include contracts terminated within the past three years with a reason for termination.

Vendor must complete Exhibit 4 (Debarment History and List of Terminated Contracts) of Appendix B (Required Forms) to this RFSQ and include it in Section B (Required Forms) of their SOQ.

d. Vendor's Pending Litigation and Judgments (Section A.4)

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

If Vendor has no pending or threatening litigation against Vendor or principals of Vendor, then a statement stating so must be provided in Section A.4 (Vendor's Pending Litigation and Judgments) of their SOQ.

7.5.3 Required Forms (Section B)

Vendor must complete all forms listed in Appendix B (Required Forms) and include them in Section B of their SOQ. The person signing Exhibit 10 (Declaration) must be authorized to sign on behalf of Vendor and bind Vendor in a Master Agreement. Forms may be expanded, if necessary, to provide complete responses.

- Exhibit 1 Organization Questionnaire/Affidavit
- Exhibit 2 Certification of Compliance
- Exhibit 3 Request for Preference Consideration
- Exhibit 4 Debarment History and List of Terminated Contracts
- Exhibit 5 Community Business Enterprise (CBE) Information
- Exhibit 6 Minimum Mandatory Qualifications
- Exhibit 7 List of References
- Exhibit 8 Contribution and Agent Declaration Form
- Exhibit 9 Licenses, Certifications, Registrations, and Accreditations
- Exhibit 10 Declaration

7.5.4 Proof of Insurability (Section C)

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

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

Vendor must provide a copy of all applicable documents as specified in Paragraph 3.0 (Vendor's Minimum Mandatory Qualifications) of this RFSQ. Vendor must complete Exhibit 9 (Licenses, Certifications, Registrations, and Accreditations) of Appendix B (Required Forms) and include copies of each document with their SOQ.

7.6 SOQ Submission

The original SOQ, three numbered exact hard copies, and two separate exact electronic copies in PDF format on flash drives, must be submitted in a sealed envelope or box. The envelope or box should be plainly marked in the upper left-hand corner with Vendor's name and address and include a reference to the solicitation as follows:

“SOQ for Elevator and Escalator Maintenance Service (RFSQ 743-SH)”

The SOQ must be delivered or mailed to:

Los Angeles County Sheriff's Department
Hall of Justice
Fiscal Administration – Contracts Unit
211 W. Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Juan Amaya, Contract Analyst

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline specified in Paragraph 7.2 (RFSQ Timetable) above. Vendor acknowledges that it bears all risks associated with any delays in delivery by any person or entity, including, but not limited to, the U.S. Mail. The County will not accept submissions via facsimile (fax) or electronic mail (email).

Until the SOQ submission deadline, errors in SOQs may be corrected by emailing the individual identified in Paragraph 1.0 (Solicitation Information) of this RFSQ to withdraw the SOQ and submitting a revised set of SOQs with corrections made. Corrections will not be accepted once the submission deadline has passed.

7.7 Acceptance of Terms and Conditions of Master Agreement

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

7.8 SOQ Withdrawals

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

Attention: Alex Madera, Contracts Manager
Email address: amadera@lasd.org

8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

8.1 Review Process

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

8.1.1 Adherence to Minimum Mandatory Qualifications

The County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Qualifications), and Exhibit 7 (List of References) of Appendix B (Required Forms) to this RFSQ and supporting document(s) to determine if Vendor meets the Minimum Mandatory Qualifications as outlined in Paragraph 3.0 (Vendor's Minimum Mandatory Qualification) 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:

- a. Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- b. Verification of Vendor's list references as provided in Section A.2 of the SOQ.
- c. Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts as provided in Section A.3 of the SOQ.
- d. A review to determine the magnitude of any pending litigation or judgments against Vendor as provided in Section A.4 of the SOQ.

8.1.3 Required Forms

All forms listed in Paragraph 7.5.3 (Required Forms) as provided in Section B of the SOQ.

8.1.4 Proof of Insurability

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

8.1.5 Proof of Licenses, Certifications, Registrations, and Accreditations

The County will review proof of all documentation as provided in Section D of the SOQ.

8.2 Selection/Qualification Process

The Department will select Vendors that demonstrate experience in providing as-needed elevator and escalator maintenance services, meet the Minimum Mandatory Qualifications outlined in Paragraph 3.0 (Vendor's Minimum Mandatory Qualifications) of this RFSQ, and possess the capability to deliver the services specified in Attachment 1 (Statement of Work) to Appendix A (Model Master Agreement) to this RFSQ.

8.3 Master Agreement Award

8.3.1 Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., are deemed qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been fulfilled. 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.

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

9.0 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 [(Solicitation Requirements Review (SRR) Request)] to this RFSQ to the Department conducting the solicitation as described in this Paragraph. A request for a Solicitation Requirements Review may be denied, at the Department's sole discretion, if it does not satisfy all of the following criteria:

- a. The request for a SRR is made within ten calendar 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 an 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 and/or review criteria 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 Vendors.
- 9.1.2 The SRR 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 SRR must be emailed to:

Attention: Juan Amaya
Email Address: jaamaya@lasd.org

9.2 Disqualification Review

- 9.2.1 An SOQ may be disqualified from consideration because a department determined it was non-responsive at any time during the review process. If a department determines that an SOQ is disqualified due to non-responsiveness, the department will notify Vendor in writing.
- 9.2.2 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.
- 9.2.3 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 and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.
- 9.2.4 The Disqualification Review will be completed, and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the review process.