



**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES**

Release Date: December 20, 2023

RFSQ #REAS23-01

Prepared By
County of Los Angeles
Department of Public Social Services
Contract Development Division
12900 Crossroads Parkway South, 2nd Floor Annex
City of Industry, California 91746-3411

Available on the Internet at
<http://doingbusiness.lacounty.gov/>

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APPENDICES

- A Sample Master Agreement:** Identifies the terms and conditions in the Master Agreement.
- B Required Forms:** Forms that must be completed and included in the proposal.
- C Transmittal to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- D Background and Resources: California Charities Regulation:** An information sheet intended to assist non-profit agencies with compliance with SB 1262 - the Non-profit Integrity Act of 2004 and identify available resources.

1.0 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS

This Request for Statement of Qualifications (RFSQ) is a legal document and begins the process of identifying qualified Vendors who are interested in providing Refugee Employment and Acculturation Services (REAS). The County of Los Angeles (County) Department of Public Social Services (DPSS) administers the Refugee Employment Program (REP).

This RFSQ process seeks Statement of Qualifications (SOQ) from qualified Vendors to enter into a Master Agreement with DPSS to provide REAS to families and individuals throughout the County. DPSS will evaluate all SOQs submitted and make recommendations to the County Board of Supervisors (Board) to enter into Master Agreements with all Vendors determined to be qualified. The Master Agreement guarantees no minimum amount of work.

RFSQ Date of Release	December 20, 2023
Request for a Solicitation Requirements Review Due	January 5, 2024
Written Questions Due	January 8, 2024
Registration Link for Virtual Vendor's Conference	https://rebrand.ly/REASRFSQ
Virtual Vendor's Conference	January 18, 2024 @ 10:00 A.M.
Questions and Answers Released via Addendum on or about	February 8, 2024
Statement of Qualifications Due	February 29, 2024, by 12:00 P.M.
Anticipated Master Agreement Term	November 1, 2024 – October 31, 2027, with two additional one-year option periods. Option periods will be exercised at the Department's sole discretion.
Minimum Mandatory Qualifications	Page 5
RFSQ Contact	Shannon Giddings Administrative Services Manager I REAS-RFSQ2024@dpss.lacounty.gov

2.0 GENERAL INFORMATION

2.1 Scope of Work

The County DPSS is seeking qualified Vendors to enter into Master Agreements with the County to provide REAS.

The Refugee Act of 1980 created the Federal Refugee Resettlement Program to provide for the effective resettlement of refugees and to assist them in achieving economic self-sufficiency as quickly as possible after arrival in the United States. The Refugee Act made federal funding available to provide services to refugees residing in the United States for five years or less and asylees at the point they are granted asylum. With the funding, the County's REAS, under the REP, help refugees achieve economic mobility by attaining and maintaining employment in the United States.

The goal of REP is to address the needs of refugees in a holistic manner. Services under REP are designed to identify, determine, and deliver assistance to individuals and families to ensure their needs are met, in relation to obtaining and retaining employment while becoming acclimated to their new environment. REP services include cultural and linguistic sensitivities, employment-related services, coordinated support services to achieve education and training goals, and humanitarian and sociological activities to assess the refugee's work/education/life experiences in their country of origin.

The REAS program includes four service categories:

- 1) Case Management Services: 1) innovative solution-based services to address the assessed needs of refugees, 2) facilitating job placement and retention services, which will lead to the participant attaining self-sufficiency, and 3) motivating and mentoring the participant and family, assessing their needs, referring the participant to resources, and coordinating the participant's efforts in meeting their REP, California Work Opportunity and Responsibility to Kids (CalWORKs), and Refugee Cash Assistance (RCA) requirements.
- 2) Family Stabilization Services: CalWORKs Welfare-to-Work (WtW) activities established by the State under Assembly Bill 74 to assist CalWORKs participants who are experiencing an identified barrier that is destabilizing their family and interfering with their participation in WtW activities.
- 3) Service to Older Refugees: focused on naturalization and citizenship, senior networking, civics classes, referral to mainstream resources, and other senior services to refugees that are 60 years or older.

- 4) Senate Bill 1232: requires that participants enrolled in a publicly funded post-secondary education institution for full-time or part-time
1) receive advance standard ancillary service payments for required books and college supplies, 2) not be required to participate in job search activities, and 3) receive three hours of study time for each academic unit enrolled for purposes of calculating WtW hourly requirements.

2.2 Overview of Solicitation Document

This RFSQ:

1. Specifies the Vendor's minimum mandatory qualifications and provides information regarding some of the requirements of the Master Agreement and the solicitation process.
2. Contains instructions to Vendors in how to prepare and submit their SOQ.
3. Explains how the SOQ will be reviewed, and how Vendors will be qualified and selected.
4. The following Appendices are included in the RFSQ:
 - **Appendix A – Sample Master Agreement:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
 - **Appendix B - Required Forms:** Forms contained in this section must be fully completed and included in the SOQ.
 - **Appendix C - Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
 - **Appendix D - Background and Resources: California Charities Regulation:** An information sheet intended to assist Non-profit agencies with compliance with SB 1262 – the Non-profit Integrity Act of 2004 and identify available resources.

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 Appendix A, Sample Master Agreement, Section 2.0, Definitions.

2.4 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide REP services. Specific tasks, deliverables, etc. will be established at the time the Department determines the need for a Service Requisition (SR).

1. Master Agreements will be executed with all Vendors determined to meet the minimum mandatory qualifications.
2. Upon the Department's execution of these Master Agreements, the qualified Vendors will become County Contractors. Thereafter, Contractors may be solicited under a Request for Service Process to provide as needed, REP services including, but not limited to, case management, employment-related services, and coordinated support services under SRs to be issued by County.
3. DPSS may select one or more such Contractors to perform the desired service using a pre-determined set of evaluation criteria, resulting in the award of a SR to selected Contractor(s).
4. SRs shall then be issued by DPSS to the selected Contractor(s) to perform such services. SRs shall specify a) the services to be provided, b) the outcomes to be achieved, c) the location where services are to be provided, d) the rate and method of compensation, e) the number of persons to be served, and f) the maximum amount payable under the SR. No services shall begin until an executed SR has been issued by DPSS to Contractor.
5. SRs will include a Statement of Work which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be subject to the Total Maximum Amount specified on each individual SR.
6. The execution of a Master Agreement does not guarantee a Contractor a SR or SR term(s), nor does it guarantee any minimum amount of business.

2.5 Master Agreement Term

- 2.5.1 The term of the Master Agreement will be three years commencing on November 1, 2024, through October 31, 2027, with two additional one-year option periods. Option periods will be exercised at the Department's sole discretion.
- 2.5.2 To be considered for a SR for November 1, 2024, Vendors must submit a SOQ by the deadline specified in Subsection 7.2, RFSQ Timetable. Subsequent submission of a SOQ shall be considered for future opportunities as they become available, at the County's discretion.

- 2.5.3 SOQs submitted thereafter will be evaluated and a determination made whether to award a Master Agreement within 90 days from the day the SOQ is received by DPSS.
- 2.5.4 County will continuously accept SOQs throughout the duration of the Master Agreement to qualify Vendors. Should a Vendor be awarded a Master Agreement, the Master Agreement will become effective upon the date of its execution by the Director of the DPSS or their designee and expire on October 31, 2027, unless sooner extended or terminated.
- 2.5.5 This RFSQ may be closed at the County's sole discretion at any time without prior notice.

2.6 Indemnification and Insurance

Vendor will be required to comply with the indemnification provisions contained in Appendix A, Sample Master Agreement, Subsection 8.23, Indemnification. Vendor must, throughout the Master Agreement term, procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Master Agreement, Subsections 8.24 and 8.25.

3.0 MINIMUM MANDATORY QUALIFICATIONS

Interested and qualified Vendors that meet the Minimum Mandatory Qualifications stated below are invited to submit an SOQ.

3.1 Minimum Years of Experience

Vendor must have, by the SOQ submission date, a minimum of three years of experience out of the last ten years providing case management services, employment-related services, and coordinated support services substantially similar to the services described in Subsection 2.1, Scope of Work.

3.2 Business Office Location

Vendor must have a business office located within the County of Los Angeles, at the time of the SR award, with a responsible person to maintain all administrative records related to the proposed Master Agreement and financial reports that are required herein. This information must be documented in the Master Agreement.

3.3 Public or Non-Profit Organizations

Vendor must be a public or non-profit organization qualified to provide services in the State of California (this includes faith-based organizations or public entities).

3.4 Vendor's Contract Manager Experience

Vendor's Contract Manager must have, by the SOQ submission date, two years of continuous experience within the last five years supervising and overseeing staff providing services substantially similar to the services described in Subsection 2.1, Scope of Work.

3.5 Vendor's Case Manager Education Requirements

Vendor's Case Manager(s) must meet one of the following educational requirements, at the time of the SR award:

1. A four-year college degree;
2. An Associate (AA) degree and two years of case management experience;
3. An AA degree and two years of employment counseling experience; or
4. Two years of employment counseling experience in the Greater Avenues for Independence (GAIN) environment or a closely related social services or workforce program.
5. Successful completion of a County-approved employment program for careers in social services case management careers.

3.6 Vendor's Case Manager Supervisor Education Requirements

Vendor's Case Manager Supervisor(s) must meet one of the following educational requirements, at the time of the SR award:

1. Two years of employment counseling experience in the County GAIN Program, one year of which must have been as a GAIN Services Worker; or
2. An AA degree and two years of experience as a GAIN Services Coordinator.

3.7 Financial Capacity

The Vendor must have the financial capacity to provide services throughout the term of the Master Agreement and any extension.

3.8 New Firm Eligibility

If Vendor's compliance with a County Master Agreement has been reviewed by the Department of the Auditor-Controller within the last ten years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an

amount over \$100,000.00, 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.

3.9 Proper Submission of SOQ Exhibits

Complete and submit all required SOQ exhibits (see Appendix B, Required Forms) and submit all required Attachments in the proper format as specified in Subsection 7.5, Preparation and Format of the SOQ.

3.10 References

Vendor must provide up to ten, but no less than five references that are familiar with the job performance and scope of work completed by the Vendor within the last five years. Services provided must be substantially similar to the services described in Subsection 2.1, Scope of Work. At least one reference must be from a public entity.

3.11 Vendor's Performance

Vendor must have no record of unsatisfactory performance, lack of integrity, or poor business ethics.

3.12 WebVen Registration

Vendor must register on the County's WebVen prior to submitting a SOQ, as specified in Subsection 5.3, Mandatory Requirement to Register on County's WebVen.

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 the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be posted to the following websites:

<https://dpss.lacounty.gov/en/business/contracts.html>

and

<https://camisvr.co.la.ca.us/LACoBids/>

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

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County will not be liable for any cost incurred by 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

Background and security investigations of Contractor's staff will be required at the discretion of the County as a condition of beginning and continuing work under any resulting Master Agreement, as described in Appendix A, Sample Master Agreement, Subsection 7.5, Background and Security Investigations. The cost of background checks is the responsibility of the Contractor.

4.4.1 Each of Contractor's staff performing services under this Master Agreement, who is in a designated sensitive position, as determined at the sole discretion of the County, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but must not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether a member of Contractor's staff passes or fails the background investigation.

4.4.2 If a member of the Contractor's staff does not pass the background investigation, the County may request that the member of the Contractor's staff be removed immediately from performing services under the Master Agreement. The Contractor will comply with the County's request at any time during the term of the Master Agreement.

4.4.3 The County, in its sole discretion, may immediately deny or terminate facility and County system access to any member of the Contractor's staff that does not pass such investigation to the satisfaction of the

County or whose background or conduct is incompatible with County facility access.

- 4.4.4 Disqualification of any member of the Contractor's staff pursuant to this Subsection 4.4 will not relieve the Contractor of its obligation to timely complete all work in accordance with the terms and conditions of this Master Agreement.

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. The 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 to:

Shannon Giddings, Administrative Services Manager I
REAS-RFSQ2024@dpss.lacounty.gov

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

5.3 Mandatory Requirement to Register on County's WebVen

Prior to submitting a SOQ, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides.

Registration can be accomplished online via the Internet by accessing the County's home page at:

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

Contractor must register using Commodity Code No. 95275. Commodity Code No. 95275 consists of: a) Code No. 952 assigned to Human Services, and b) Sub-Code No. 75 assigned to Refugee Assistance Services.

Vendors are required to provide their WebVen Registration Number in the SOQ. (See Appendix B, Required Forms).

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 Master Agreement, as described in Paragraph 5.4.3 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 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 should be limited to the following:

5.4.3.1 Solicitation Requirements Review (Referenced in Subsection 9.1)

5.4.3.2 Disqualification Review (Referenced in Subsection 9.2)

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 11 (Certification of Compliance) of Appendix B (Required Forms).

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 the Vendor is responsible based on a review of the Vendor's performance on any Master Agreements, including but not limited to County Master Agreements. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the Subcontractors and of which the Vendor had no knowledge will not be the basis of a determination that the 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 the Vendor has done any of the following: 1) violated a term of a Master Agreement with the County or a non-profit corporation created by the County; 2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a non-profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.6.4 If there is evidence that the Vendor may not be responsible, the Department will notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department will provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.6.5 If the 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 the Vendor will reside with the Board.

- 5.6.6 These terms will also apply to proposed Subcontractors of Vendors on County Master Agreements.

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 the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County Master Agreements 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 the Vendor's existing Master Agreements with County, if the Board finds, in its discretion, that the Vendor has done any of the following: 1) violated a term of a Master Agreement with the County or a non-profit corporation created by the County; 2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a non-profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

- 5.7.2 These terms will also apply to proposed Subcontractors of Vendors 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 Consideration

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

5.8.2 Vendor Notification to County

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

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

5.10 Consideration of GAIN/START/REP 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 DPSS GAIN or Skills and Training to Achieve Readiness for Tomorrow Program (START) Programs or REP, or must attest to a willingness to consider GAIN/START/REP 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/REP participants access to the 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 11

(Certification of Compliance) of Appendix B (Required Forms), 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 Subsection 8.7 (Compliance with the County's Jury Service Program) of Appendix A (Sample 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 County's Contractor Employee Jury Service Ordinance in Exhibit 11 (Certification of Compliance). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 11 (Certification of Compliance) of Appendix B (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.12 Pending Acquisitions/Mergers by Proposing Company

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

5.13 Charitable Contributions Compliance

- 5.13.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions.

Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Non-Profit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix D. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Non-Profit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over \$2 million in revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

- 5.13.2 All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 11 (Certification of Compliance) in Appendix B (Required Forms). A completed Exhibit 11 (Certification of Compliance) of Appendix B (Required Forms) is a required part of any agreement with the County.
- 5.13.3 Prospective County Contractors that do not complete Exhibit 11 (Certification of Compliance) as part of the solicitation process may, in the County's sole discretion, be disqualified from Master Agreement award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Master Agreement termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

5.14 Defaulted Property Tax Reduction Program

- 5.14.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") [Los Angeles County Code, Chapter 2.206](#). Prospective Contractors should reference the pertinent provisions of Appendix A (Sample Master Agreement), Subsections 8.50 and 8.51, 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 11 (Certification of Compliance) in Appendix B (Required Forms). 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 Time Off for Voting

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

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

- 5.16.1 On October 4, 2016, the Los Angeles County 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 Master Agreement awards or performing services under a County Master Agreement.
- 5.16.2 Vendors are required to complete Exhibit 11 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Subsection 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample 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.

5.17 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 Contract 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, the 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 Contract, 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 County 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 11 (Certification of Compliance) in Appendix B (Required Forms), 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 bid or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the 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 the Contractor/Vendor 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

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. The Vendor's CBE participation must be reflected in Exhibit 2 (Community Business Enterprise (CBE) Information) form in Appendix B (Required Forms).

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

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 the Vendor's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.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@opportunity.lacounty.gov.

5.21 Unique Terms and Conditions

5.21.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76)

5.21.1.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Vendor's response to this RFSQ, Vendor must submit a certification, as set forth in Exhibit 13 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix B (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally-funded contracts. Should a SOQ response to this RFSQ identify prospective Subcontractors, or should Vendor intend to use Subcontractors in the provision of services under any subsequent Master Agreement, Vendor must submit a certification, completed by each Subcontractor, attesting that neither the Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally-funded contracts.

5.21.1.2 Failure to provide the required certification may eliminate Vendor's response to RFSQ from consideration.

5.21.1.3 In the event that Vendor and/or its Subcontractor(s) is or are unable to provide the required certification, Vendor instead will provide a written explanation concerning its and/or its Subcontractor's inability to provide the certification. Vendor's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the proposer and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the Master Agreement which is being solicited by this RFSQ.

5.21.1.4 The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the SOQ response to this RFSQ is appropriate under the federal law.

5.21.2 Child/Elder Abuse/Fraud Reporting

5.21.2.1 Contractor and County staff working under the terms of this Master Agreement must comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports will be made by telephone to the Department of Children and Family Services (DCFS) hotline at (800) 540-4000 immediately and will submit all required information, in accordance with PC Sections 11166 and 11167.

5.21.2.2 Contractor and County staff working on this Master Agreement will comply with California Welfare and Institutions Code (W&IC), Section 15600 et seq. and must report all known or suspected instances of physical or mental/emotional abuse of elders and dependent adults either to the appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Elder abuse reports will be made by telephone to the Los Angeles County Aging & Disabilities Department hotline at (877) 477-3646 and will submit all required information, in accordance with the W&IC Sections 15630, 15633, 15633.5.

5.21.2.3 Contractor and County staff working under the terms of this Master Agreement must also immediately report all suspected or actual welfare fraud situations to the County via

the 24 hours Central DPSS Fraud Reporting Line (800) 349-9970, or the Employee Fraud Hotline (800) 544-6861, or California State Fund Hotline (800) 822-6222.

5.21.3 Collective Bargaining Agreement

To comply with California Department of Social Services Regulations Section 23-610 (c) (22), the Contractor agrees to provide the County, upon request, a copy of any collective bargaining agreement covering employees providing services under the Master Agreements.

5.21.4 Completion of Master Agreement

Contractor will allow County or newly selected Contractor a 30-calendar day transition period, prior to the expiration of this Master Agreement, for orientation purposes and the orderly transition of the Contractor's current operation without additional costs to County. A shorter time period may be determined by the County at its discretion. Contractor will continue to process work timely/accurately so that the operation is current at expiration of Master Agreement. If Contractor fails to adhere to the above work and standards, the County will have the right to withhold 50% to 100% of the last two months' payments as liquidated damages.

5.21.5 Compliance with Auditor Controller Contract Accounting and Administration Handbook

The Los Angeles County Department of Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference for all County non-federally funded Master Agreements and available at:

<https://auditor.lacounty.gov/wp-content/uploads/2022/05/A-C-Handbook-Revised-June-2021.pdf>

Contractor will comply at a minimum, with the requirements set forth in the Contract Accounting and Administration Handbook.

5.21.6 Fiscal Accountability Fiscal Policies/Procedures

The Contractor will be required to adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200 et seq.) and related OMB Guidance.

5.21.7 Privacy and Security Agreement (PSA)

County and Contractor agree to review and comply with applicable privacy and security requirements [Sample Master Agreement, Exhibit T – CDSS 2019 Privacy and Security Agreement, Exhibit U – DHCS 2019 Medi-Cal Privacy and Security Agreement, and Exhibit V – Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR) in order to ensure the privacy and security of the California Statewide Automated Welfare System (CalSAWs), Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS), Applicant Income Eligibility and Verification System (IEVS), and Personally Identifiable Information (PII) data that is covered by these agreements and accessed or provided through DPSS.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1 The County of Los Angeles 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 prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Subsection 6.2, 6.4, and 6.5 of this solicitation. 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 LSBE Preference Program

- 6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with [Chapter 2.204 of the Los Angeles County Code](#).
- 6.2.2 A business which is certified as small by the federal Small Business Administration (SBA) or maintains an active registration as small in the System for Award Management (SAM) database may qualify to request the LSBE Preference in a solicitation.
- 6.2.3 To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- 6.2.4 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B, (Required Forms), and submit a letter of certification from the DCBA with their proposal.
- 6.2.5 Information on the federal Small Business is available at the SAM website at <https://www.sam.gov>.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

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

6.4 Social Enterprise (SE) Preference Program

- 6.4.1 In reviewing bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE for solicitations 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 Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Bid response and submit their SE certification letter ("Certification for Federally Funded Solicitations") from the DCBA with their bid.

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 6.5.1 In reviewing Bids, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).
- 6.5.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcbalacounty.gov>.
- 6.5.3 Certified DVBEs may only request the preference in each of their Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Bid response and submit their DVBE certification approval letter from the DCBA with their bid.

6.6 Preference Program Enterprises (PPEs) - Prompt Payment Program

It is the intent of the County that Certified 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 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 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 Director's sole judgment and their judgment will be final.

7.2 RFSQ Timetable

The timetable for this RFSQ is as follows:

EVENT	DATE/TIME
Release of RFSQ	12/20/2023
Request for a Solicitation Requirements Review Due	01/05/2024

Written Questions Due	01/08/2024
Virtual Vendor's Conference Date	01/18/2024
Questions and Answers Released on or about	02/08/2024
SOQ Due*	By 12:00 PM (Pacific Time) on 02/29/2024

*In order to be eligible for an SR for November 1, 2024, SOQ must be submitted by the SOQ due date above.

SOQ will be accepted after the due date. SOQ submitted after the due date will be reviewed solely at the County's discretion for future consideration.

7.3 Vendors' Questions

7.3.1 Vendors may submit written questions regarding this RFSQ by e-mail to Shannon Giddings, Administrative Services Manager I at REAS-RFSQ2024@dpss.lacounty.gov. All questions must be received by January 8, 2024. All questions, without identifying the submitting Vendor, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

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

7.4 Virtual Vendors Conference

A Virtual Vendors Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Vendors. The conference is not mandatory. However, attendance is highly recommended to ensure a thorough understanding of the RFSQ process. The conference is scheduled as follows:

Date: January 18, 2024
Time: 10:00 A.M. (Pacific Time)
Registration Link: <https://rebrand.ly/REASRFSQ>

Vendors should have a copy of the RFSQ easily accessible during the Virtual Vendors Conference.

County DPSS may hold additional Virtual Vendors Conferences, if needed.

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:

Part I – Vendor Qualifications

- Part I - Statement of Qualifications Table of Contents
- Exhibits 1 – 9
- Attachments 1 – 3

AND

Part II – General Requirements

- Part II - Statement of Qualifications Table of Contents
- Exhibits 10-14
- Attachments 4-10

7.5.1 Vendor's Qualifications (Part I)

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

7.5.1.1 Part I – SOQ Table of Contents (Limit 1-page)

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

7.5.1.2 Exhibits 1 – 9

Vendors are to complete Exhibits 1 through 9 and include them in the SOQ. These required forms (Exhibit 1 – 9) are included in Appendix B.

Vendor's may use additional pages, if necessary, but may not exceed the stipulated page limits. If additional pages are included, please label each page with Vendor's name, Exhibit number, and question or item(s) number(s) discussed. The information provided in the Exhibits, together with the Attachments, should demonstrate that the Proposer

meets the minimum mandatory qualifications to perform the services.

The following Exhibits and Attachments must be included:

Exhibit 1: Proposers Organization Questionnaire/ Affidavit (Limit 2-pages)

The Vendor must complete, sign and date Exhibit 1 (Proposer's Organization Questionnaire/ Affidavit) as set forth in Appendix B (Required Forms). The person signing the form must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement. Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum mandatory qualifications stated in Section 3.0 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

Exhibit 2: Community Business Enterprise (CBE) Information (Limit 1-page)

Exhibit 3: Request for Preference Consideration (Limit 1-page)

Exhibit 4: Minimum Mandatory Requirements (Limit 2-pages)

Exhibit 5: Vendor's Description of Current Operations (Limit 8-pages)

Exhibit 6: Vendor's Plan to Provide Services (Limit 14-pages)

Exhibit 7: Vendor's List of References (No page limit)

Vendor must provide five references where the same or similar scope of services were provided by the Vendor within the last five years.

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

may be listed on Exhibit 7 (Vendor's List of References) of Appendix B (Required Forms).

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 of normal working hours.

Exhibit 8: Vendor's List of Contracts (No page limit)

The listing must include all contracts where the Vendor provided the same or similar scope of services described in Subsection 2.1 of this RFSQ for the last five years. The list must include all contracts with public or government entities. A photocopy of this form may be used if necessary.

Exhibit 9: Proposer's Debarment History and List of Terminated Contracts (No page limit)

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

7.5.1.3 Attachments 1 – 3 (No page limit)

Vendor's must include the following documentation as Attachments 1 through 3 to the SOQ as follows:

Attachment 1: Copy of the minutes of the Vendor's governing body (e.g. Board of Directors) meeting or resolution, granting authority to submit the SOQ and execute the Master Agreement, to the person signing.

Attachment 2: Vendor must provide proof of insurability that meets all insurance requirements set forth in Appendix A, Sample Master Agreement, Subsections 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

Attachment 3: Vendor must furnish a copy of all applicable licenses held by the Vendor required to provide services. If not applicable, Vendor must indicate “Not Applicable” on the Attachment 3 that the Vendor submits.

7.5.2 General Requirements (Part II)

7.5.2.1 Part II – SOQ Table of Contents (Limit 1-page)

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

7.5.2.2 Exhibits 10-14

Vendors are to complete Exhibits 10 through 14 and include them in the SOQ. These required forms (Exhibit 10 – 14) are included in Appendix B. Limit one page per Exhibit.

The following Exhibits and Attachments must be included:

Exhibit 10: Signature Page of Master Agreement

Exhibit 11: Certification of Compliance

Exhibit 12: Declaration

Exhibit 13: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)

Exhibit 14: Vendor's EEO Certification

7.5.2.3 Attachments 4-10 (No page limit)

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. The County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Master Agreements.

Vendor's must include the following documentation as Attachments 4 through 10 to the SOQ as follows:

Attachment 4: Articles of Incorporation

Attachment 5: A copy of "Certificate of Good Standing" with the state of incorporation/organization.

Attachment 6: A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers of members and managers.

Attachment 7: IRS Letter Giving Tax Exempt Status

Attachment 8: A copy of most recent filing under Registry of Charitable Trusts

Attachment 9: Copies of the Vendor's three most recent Fiscal Years (FYs) (for example 2020, 2021, 2022) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. If audited statements are available, these should be submitted to meet this requirement. Financial statements will be kept

confidential if so stamped one each page. Failure to meet this requirement will, at minimum, result in minimal evaluation points, and may, at County's discretion, result in determination of non-responsiveness.

Attachment 10: Pending Litigation and Judgements

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, 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 the Vendor or principals of the Vendor.

7.6 SOQ Submission

SOQs must be submitted as follows:

The SOQ must be submitted typewritten using Arial, size 12-font on 8.5 x 11 white paper, single sided with one-inch margins, and submitted in a three-ring binder. No erasures are permitted. Mistakes shall be crossed out and corrections typed, dated, and initialed.

The original SOQ and two numbered copies must be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and reference the solicitation as follows:

"SOQ FOR REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES"

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

Department of Public Social Services
Contract Development Division, Section II
12900 Crossroads Pkwy., 2nd Floor
City of Industry, CA 91746
Attention: Shannon Giddings, Administrative Services Manager I

Submission Deadline is February 29, 2024, 12:00 p.m. (Pacific Time), in order to be considered for Calendar Year 2024 funding.

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in Subsection 7.2. 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.

County may accept SOQs submitted after the deadline for future consideration, if funding is available. SOQs submitted after the deadline will be reviewed solely at the County's discretion.

All SOQs shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit SOQs.

7.7 Acceptance of Terms and Conditions of Master Agreement

By signing the signature page of the Sample Master Agreement, the Vendor understands and agrees that submission of the SOQ and signed signature page of the Sample Master Agreement constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of Appendix A, Sample Master Agreement.

7.8 SOQ Withdrawals

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

Department of Public Social Services
Contract Development Division, Section II
12900 Crossroads Pkwy., 2nd Floor
City of Industry, CA 91746
Attention: Shannon Giddings, Administrative Services Manager I

8.0 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

County will review SOQ to determine if the Vendor meets the minimum mandatory qualifications as outlined in Section 3.0 of this RFSQ.

8.1.1.1 Failure of the 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.

- 8.1.1.2 Agencies whose SOQs fail to meet the minimum mandatory qualifications will be disqualified and will receive notification from DPSS. The notice must identify which of the qualifications the agency failed to meet. DPSS reserves the right to seek clarification from agencies submitting the SOQs.
- 8.1.1.3 In addition to the factors listed above, the review will include the County's Contract Database and Contract Alert Reporting Database, if applicable, reflecting past performance history on County or other Master Agreements. This review may result in the disqualification of a Vendor's SOQ. Additionally, a review of terminated Master Agreements will be conducted, which may result in a Master Agreement not being awarded.
- 8.1.1.4 Errors in the SOQs may be corrected by a request in writing to withdraw the SOQ, as indicated in Subsection 7.8, SOQ Withdrawals, and by submission of another SOQ with the mistakes corrected. Corrections will not be accepted once the deadline for submission has passed.

8.1.2 Vendor's Qualifications

County's review will also include the following:

- 8.1.2.1 Vendor's background and experience as provided in Part I of the SOQ reflect experience and capacity to provide REAS.
- 8.1.2.2 Vendor's References as provided in Part I 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 Master Agreements, and a review of terminated Master Agreements.
- 8.1.2.3 Review the proof of insurability provided in Part I of the SOQ.
- 8.1.2.4 Review the proof of licenses provided in Part I of the SOQ.
- 8.1.2.5 A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Part II of the SOQ.

8.2 Selection/Qualification Process

The Department will generally select Vendors that have experience in providing a broad range of REP services. All qualified Vendors will be selected and recommended for the Master Agreement award.

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.

Recommendations for Master Agreement awards are subject to Board approval, and final determination is made by the Board. All Vendors will be informed of the final selections.

9.0 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation as described in this Subsection. 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:

- 9.1.1 The request for a Solicitation Requirements Review is made within ten business days of the issuance of the RFSQ;
- 9.1.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
- 9.1.3 The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4 The request asserts that either:
 - 9.1.4.1 Application of the minimum mandatory qualifications, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or

- 9.1.4.2 Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

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. All requests for review must be submitted only by mail or in person by the due date to:

Department of Public Social Services
Contract Development Division, Section II
12900 Crossroads Pkwy. 2nd Floor
City of Industry, CA 91748
Attn: Shannon Giddings, Administrative Services Manager I

9.2 Disqualification Review

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

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

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

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

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