Request for Proposals

for

QUALITY ASSURANCE (QA) SERVICES

for the

Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) Replacement System (LRS) Project

RFP NUMBER: BCTS# 14-501

May 14, 2014

Department of Public Social Services
Los Angeles County
12860 Crossroads Parkway South
City of Industry, CA 91746-3411
Table of Contents

PREAMBLE ...................................................................................................... vii

1. INTRODUCTION................................................................................................. 1
   1.1 Construction of Terms .................................................................................. 2
   1.2 Procurement Process ..................................................................................... 3
   1.3 Schedule of Events ......................................................................................... 4
   1.4 Organization of RFP ..................................................................................... 4

2. BACKGROUND OF THE LRS PROJECT ......................................................... 6
   2.1 California Statewide Automated Welfare System (SAWS) ................ 6
   2.2 COUNTY Systems Overview ...................................................................... 7
      2.2.1 DPSS Systems ........................................................................................... 7
      2.2.1.1 LEADER System ....................................................................................... 7
      2.2.1.2 GEARs ......................................................................................................... 7
      2.2.1.3 GROW ......................................................................................................... 8
      2.2.2 DCFS Systems ............................................................................................ 8
      2.2.2.1 Automated Provider Payment System (APPS) .............................................. 8
      2.2.2.2 Adoption Assistance Payments System (AAPS) ............................................. 8
      2.2.2.3 Integrated Financial System (IFS) ................................................................. 9
      2.2.2.4 Welfare Case Management Information System (WCMIS) ......................... 9
      2.2.2.5 EW Works .................................................................................................. 10
      2.2.2.6 Eligibility Determination Manual Process .................................................. 10
   2.3 COUNTY Programs ....................................................................................... 10
      2.3.1 California Work Opportunities and Responsibility to Kids (CalWORKs) .... 10
      2.3.1.1 Greater Avenues for Independence (GAIN) ............................................... 11
      2.3.1.2 Cal-Learn .................................................................................................. 11
      2.3.1.3 TANF Reauthorization .............................................................................. 11
      2.3.2 CalFresh ..................................................................................................... 11
      2.3.3 General Relief (GR) ................................................................................... 12
      2.3.3.1 General Relief Opportunity for Work (GROW) ............................................ 12
      2.3.4 Cash Assistance Program for Immigrants (CAPI) ....................................... 12
      2.3.5 Medi-Cal .................................................................................................... 12
      2.3.6 In-Home Supportive Services (IHSS) ............................................................ 12
      2.3.7 Foster Care Programs .................................................................................. 13
      2.3.8 Kinship Guardianship Assistance Payment Program (Kin-GAP) .................. 13
      2.3.9 Adoption Assistance Program (AAP) .......................................................... 13
   2.4 Department of Public Social Services (DPSS) .............................................. 13
   2.5 COUNTY Initiatives ...................................................................................... 13
   2.6 Information Technology (IT) Strategies and Initiatives .............................. 14
   2.7 LRS Programs Supported ............................................................................ 14

3. LEADER REPLACEMENT SYSTEM SCOPE AND QA CONTRACTOR’S SCOPE OF WORK ................................................................. 15
   3.1 Innovative Technological Solution ................................................................. 15
   3.2 LRS Project Purpose ..................................................................................... 16
   3.3 LRS Concept .................................................................................................. 17
   3.4 LRS Contractor’s Scope of Work ................................................................... 18
   3.5 QA CONTRACTOR’S Scope of Work ............................................................. 20
4.35 Notice to Employees Regarding the Federal Earned Income Credit .......................................................... 48

4.36 Proposer Debarment ............................................................................................................................ 48

4.37 Protest Policy Review Process ............................................................................................................. 52

4.37.1 Grounds for Review .......................................................................................................................... 52

4.37.2 Review of Solicitation Requirements ............................................................................................... 53

4.37.3 Review of a Disqualified Proposal .................................................................................................... 54

4.37.4 Review of COUNTY's Proposed Contractor Selection ..................................................................... 55

4.37.4.1 Debriefing Process ........................................................................................................................ 55

4.37.4.2 Proposed Contractor Selection Review .......................................................................................... 56

4.37.4.3 County Independent Review Process ............................................................................................. 58

4.37.5 Contact/Address for Protest Requests .............................................................................................. 59

4.38 Indemnification and Insurance .............................................................................................................. 59

4.39 Notification to County of Pending Acquisitions/Mergers by Proposing Company ................................................. 59

4.40 Transitional Job Opportunities Preference Program .................................................................................. 60

4.41 Defaulted Property Tax Reduction Program .......................................................................................... 61

4.42 SPARTA Program ........................................................................................................................................ 62

4.43 Background and Security Investigations .................................................................................................. 62

4.44 Independent Contractor Status .............................................................................................................. 63

4.45 Green Initiatives ....................................................................................................................................... 63

5. MINIMUM CONTRACTOR QUALIFICATIONS .................................................................................. 64

5.1 Requisite Experience ................................................................................................................................ 64

5.2 Proposer Qualifications ............................................................................................................................ 64

5.3 QA Key Staff Qualifications ..................................................................................................................... 65

5.3.1 CONTRACTOR Project Executive ....................................................................................................... 65

5.3.2 CONTRACTOR Project Manager ......................................................................................................... 66

5.3.3 Technical Consultant .......................................................................................................................... 69

5.3.4 Business Process Consultant .............................................................................................................. 72

5.3.5 Testing Consultant .................................................................................................................................. 74

5.3.6 Other CONTRACTOR Staff ................................................................................................................... 75

6. PROPOSAL REQUIREMENTS ............................................................................................................ 77

6.1 Acceptance of Terms and Conditions ...................................................................................................... 77

6.2 Confidentiality .......................................................................................................................................... 77

6.3 County Responsibility .............................................................................................................................. 77

6.4 Truth and Accuracy of Representations .................................................................................................... 77

6.5 Proposal Preparation Instructions ........................................................................................................... 78

6.6 CONTRACTOR ......................................................................................................................................... 78

6.7 Proposal Submission ................................................................................................................................ 78

6.8 Error Corrections Requirement ............................................................................................................... 83

6.9 CONTRACTOR Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreements .................................................................................................................. 84

6.10 Business Proposal .................................................................................................................................... 84

6.10.1 Table of Contents (Proposal Section 1) ............................................................................................... 85

6.10.2 Letter of Transmittal (Proposal Section 2) .......................................................................................... 85

6.10.3 Minimum CONTRACTOR Qualifications (Proposal Section 3) .......................................................... 87
Los Angeles County
Department of Public Social Services

6.10.4 Proposer Background, Financial Stability and Performance History (Proposal Section 4) ........................................ 87
6.10.4.1 Proposer Background ........................................................................................ 87
6.10.4.2 Proposer Financial Stability .............................................................................. 88
6.10.4.3 Proposer Performance History ........................................................................ 90
6.10.5 Insurance Requirements (Proposal Section 5) .................................................... 93
6.10.6 Willingness to Provide Other Information (Proposal Section 6) ............................ 93
6.10.7 Acceptance of Terms and Conditions (Proposal Section 7) ................................ 93
6.10.8 Price Guarantee (Proposal Section 8) ................................................................... 94
6.10.9 Compliance with Applicable Law (Proposal Section 9) ........................................ 94
6.10.10 Proposer’s Green Initiatives (Proposal Section 10) .......................................... 94
6.10.11 COUNTY Required Forms (Proposal Section 11) ............................................. 94
6.10.12 Exceptions to Attachment B (Sample Agreement) (Proposal Section 12) ......... 96
6.10.13 Certification of Compliance (Proposal Section 13) ............................................ 97

6.11 Management Proposal ........................................................................................... 98
6.11.1 Table of Contents (Proposal Section 14) ............................................................... 99
6.11.2 Executive Summary (Proposal Section 15) ............................................................ 99
6.11.3 Management Response (Proposal Section 16) ..................................................... 99
6.11.3.1 Proposer Background, Capabilities, and Experience ........................................ 100
6.11.3.2 Proposed QA Key Staff ..................................................................................... 102
6.11.3.3 Proposed Other Staff ....................................................................................... 103
6.11.4 QA Project Management Approach for LRS Deliverables (Proposal Section 17)... 103
6.11.4.1 Approach to Phase 1 (Design/Development/Implementation Phase) (Proposal Section 17A) .............................................................. 103
6.11.4.2 Approach to Phase 2 (Performance Verification Phase) (Proposal Section 17B) .............................................................. 105
6.11.4.3 Approach to Phase 3 (Operational Phase) (Proposal Section 17C) ................... 105
6.11.5 Appendices (Proposal Section 18) ....................................................................... 106

6.12 Price Proposal ......................................................................................................... 107
6.12.1 Table of Contents (Proposal Section 19) ............................................................... 107
6.12.2 Pricing Schedule Forms (Proposal Section 20) ..................................................... 108
6.12.3 QA Management Services .................................................................................. 109
6.12.3.1 Schedule A (Agreement Price Summary) ............................................................ 111
6.12.3.2 Schedule B (Phase 1 (Design/Development/Implementation Phase) Price Summary) ..................................................... 112
6.12.3.3 Schedule C (Phase 1 Design/Development/Implementation Phase) Price by Deliverable) .......................................................................................... 113
6.12.3.4 Schedule D (Phase 2 (Performance Verification Phase) Price Summary) .......... 113
6.12.3.5 Schedule E (Phase 3 (Operational Phase) Price Summary) ................................ 114
6.12.3.6 Schedule F (QA Extended Term Price Summary) ............................................ 115
6.12.3.7 Schedule G (Professional Services) ................................................................. 116
6.12.3.8 Schedule H (Exceptions to Attachment B (Sample Agreement)) ................. 116

7. PROPOSAL EVALUATION AND CONTRACTOR SELECTION ...... 118
7.1 Evaluation Overview ............................................................................................... 118
7.2 Evaluation Committee ............................................................................................ 119
7.3 Evaluation Criteria and Weighting Factors ............................................................. 120
7.4 Evaluation Phases .................................................................................................. 120
7.4.1 Evaluation Phase 1 – Evaluation of Business Proposals (Pass/Fail) ....................... 121
7.4.2 Evaluation Phase 2 – Evaluation of Management Proposals ................................ 122
7.4.2.1 Proposer Background, Capabilities, and Experience (2,000 Points or 20%) .... 124
7.4.2.2 Proposer’s Qualifications .................................................................................. 124
7.4.2.3 Proposed QA Key Staff (1,500 Points or 15%) .................................................. 125
7.4.2.4 Approach to Phase 1 (Design/Development/Implementation Phase) (2,000 Points or 20%) ..................................................... 125
7.4.2.5 Approach to Phase 2 (Performance Verification Phase) (1,000 Points or 10%) ........................................... 126
7.4.2.6 Approach to Phase 3 (Operational Phase) (500 Points or 5%) ............................................................. 126
7.4.3 Evaluation Phase 3 – Evaluation of Price Proposals (3,000 Points or 30%) ........................................... 126

7.5 CONTRACTOR Selection ......................................................................................................................... 129
7.6 Contract Negotiations ............................................................................................................................... 130
7.7 Final Contract Award by Board of Supervisors ..................................................................................... 131
LIST OF ATTACHMENTS

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – SAMPLE AGREEMENT
ATTACHMENT C – COUNTY REQUIRED FORMS
ATTACHMENT D – COUNTY ORDINANCES AND POLICIES
ATTACHMENT E – PROPOSER RESPONSE FORMS
ATTACHMENT F – PRICING SCHEDULE FORMS
ATTACHMENT G – GLOSSARY
PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY’s contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY’s vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of customer service and satisfaction standards.

The COUNTY of Los Angeles Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Customer Orientation
- Can-Do Attitude
- Respect for Diversity
- Leadership

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan’s five goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.
1. INTRODUCTION

The Los Angeles County (COUNTY) Department of Public Social Services (DPSS) is seeking proposals from qualified vendors to provide all Quality Assurance (QA) Work, as described in the body of this Request for Proposals and all Attachments (collectively, the RFP), for Phase 1 (Design/Development/Implementation Phase), Phase 2 (Performance Verification Phase), and the first six (6) months of Phase 3 (Operational Phase) of the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) Replacement System (LRS) Agreement (LRS Agreement). All Work shall be provided as set forth in any resultant Agreement, including the Statement of Work and other all Attachments.

The COUNTY will provide overall guidance and direction to the LRS project, maintain ultimate responsibility for the management of the LRS project and take ownership and responsibility for its success.

The COUNTY understands that successful completion of the LRS project is dependent on the establishment of a close and cooperative working relationship among the COUNTY, Accenture LLP, the contractor that is providing LRS services under the LRS Agreement (LRS Contractor), and the contractor selected under this RFP (QA CONTRACTOR or CONTRACTOR). While the LRS Contractor is responsible for providing quality work products under the LRS Agreement, the QA CONTRACTOR shall be responsible for delivering all Work as described in this RFP and any resultant Agreement.

Until this procurement is completed and the resultant Agreement commences, the COUNTY has secured the services of temporary QA Consultants (ITSSMA Consultants) from a competitive bid process utilizing COUNTY’s Information Technology Services Master Agreement (ITSSMA). The ITSSMA Consultant is First Data Government Solutions, Inc. The ITSSMA Consultant will provide State
and federal mandated QA services until this procurement process is completed, and the resultant Agreement commences.

1.1 Construction of Terms

In construing the terms of this RFP, the following rules shall apply:

a. Singular nouns, and phrases incorporating them (e.g., referring to objects, persons, events, or otherwise), shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Subparagraph 1.4 (Definitions) of the Base Agreement of Attachment B (Sample Agreement). Plural nouns, and phrases incorporating them, shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Subparagraph 1.4 (Definitions) of the Base Agreement of Attachment B (Sample Agreement);

b. Any use of the masculine gender shall be construed to include the feminine, and vice versa;

c. Examples provided by using words and phrases, such as “including”, “include”, “includes”, or “e.g.”, shall not be construed as limiting the term clarified thereby. For example, “including” shall be construed as “including, but not limited to”;

d. References in this RFP to federal, State, COUNTY and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, policies, and/or procedures shall mean such laws, rules,
regulations, ordinances, guidelines, directives, policies, and/or procedures as amended from time-to-time;

e. Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of COUNTY under this RFP may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination, and shall be in writing; and

f. For convenience, the definitions of certain terms used in this RFP, and not defined in Subparagraph 1.4 (Definitions) of the Base Agreement of Attachment B (Sample Agreement), can be found in Attachment G (Glossary).

1.2 Procurement Process
This RFP establishes guidelines, criteria, and procedures for submitting proposals. It is the duty of each Proposer to thoroughly review the entire RFP, including all Attachments, for terms, conditions, and requirements that are included throughout this RFP. Proposers experienced in providing Work described in Section 1 (Introduction) are invited to respond to this RFP. Proposals are due to the COUNTY as specified in Subsection 1.3 (Schedule of Events) of this RFP after which a CONTRACTOR may be selected. Late proposals will not be accepted.

The evaluation of proposals is a multi-phased process as described in Section 7 (Proposal Evaluation and CONTRACTOR Selection). COUNTY may, at its sole discretion, reject any or all proposals submitted in response to this RFP at any time. COUNTY shall not be liable for any costs incurred by any Proposer in connection with the preparation, submission, or presentation of any proposal.
DPSS’ recommendation for Contractor selection is subject to approval at the federal and State level, with final approval by COUNTY’s Board of Supervisors (Board), which may enter into an Agreement with one contractor for the Work, including all Work described in this RFP.

1.3 Schedule of Events

The following schedule sets forth key events and dates in the procurement and contracting process:

<table>
<thead>
<tr>
<th>Num.</th>
<th>Event</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Release of RFP</td>
<td>May 14, 2014</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Deadline to Request Solicitation Requirements Review</td>
<td>May 28, 2014</td>
<td>5:00 pm PST</td>
</tr>
<tr>
<td>3</td>
<td>Mandatory Proposers’ Conference [Address]</td>
<td>June 12, 2014</td>
<td>1:30 pm PST</td>
</tr>
<tr>
<td>4</td>
<td>Deadline to Submit Written Questions</td>
<td>June 16, 2014</td>
<td>12:00 noon PST</td>
</tr>
<tr>
<td>5</td>
<td>Deadline for COUNTY Response to Written Questions</td>
<td>June 20, 2014</td>
<td>5:00 pm PST</td>
</tr>
<tr>
<td>6</td>
<td>Proposal Due Date</td>
<td>June 26, 2014</td>
<td>12:00 noon PST</td>
</tr>
</tbody>
</table>

These dates may be changed at any time as determined by COUNTY.

1.4 Organization of RFP

The RFP, including all Attachments, sets forth COUNTY requirements for providing all Work. Should this RFP require changes, as determined by COUNTY, an Addendum to the RFP will be released. In addition, changes, clarifications, or explanations of requirements may also be provided in the form of written responses to written questions submitted by Proposers when responses to written questions are scheduled to be completed (see Subsection 1.3 (Schedule of Events)). These written responses will be attached to an Addendum. It is the Proposer’s
responsibility to identify any perceived points of conflict or ambiguity and to request interpretations or clarifications about any language in the RFP. Failure to do so by the Deadline to Submit Written Questions will waive a Proposer’s ability to do so at a subsequent date.

The RFP is organized into seven (7) sections and includes Attachments. The RFP Sections and a list of RFP Attachments are shown below:

Section 1  Introduction
Section 2  Background of the LRS Project
Section 3  LEADER Replacement System Scope and QA CONTRACTOR’s Scope of Work
Section 4  General Conditions
Section 5  Minimum CONTRACTOR Qualifications
Section 6  Proposal Requirements
Section 7  Proposal Evaluation and CONTRACTOR Selection
Attachment A  Statement of Work
Attachment B  Sample Agreement
Attachment C  COUNTY Required Forms
Attachment D  COUNTY Ordinances and Policies
Attachment E  Proposer Response Forms
Attachment F  Pricing Schedule Forms
Attachment G  Glossary
2. BACKGROUND OF THE LRS PROJECT

2.1 California Statewide Automated Welfare System (SAWS)

Welfare and Institutions Code section 10823 enabled the development of a multiple COUNTY Consortia as the foundation of the Statewide Automated Welfare System (SAWS) Project. The purpose of the Consortium concept was to facilitate the collaboration of Counties in meeting their business needs in the areas of system planning, development, implementation, operations, and maintenance. The Consortium concept was intended to provide flexibility to COUNTY welfare departments while balancing choice with funding limitations. Currently SAWS is being operated through three (3) Consortia:

- Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) Consortium;
- Welfare Client Data System (WCDS) Consortium (also known as CalWIN); and
- Consortium IV (C-IV)

Although the counties lead the development and implementation of automated systems, counties recognize that autonomy in administering welfare is guided by federal and State laws, regulations, rules, and policies. State Project management and oversight for SAWS is provided by the California Health and Human Services Agency (CHHS), California Department of Social Services (CDSS), California Department of Health Care Services (CDHCS), and California Office of Systems Integration (OSI).

Most recently, the Legislature enacted Chapter 13, Statutes of 2011 (ABX1 16, Blumenfield), which will decrease the number of SAWS
systems to two. Additionally, this legislation specifies that the reduction will occur by migrating 39 counties from C-IV to LRS.

2.2 COUNTY Systems Overview

2.2.1 DPSS Systems

The DPSS Systems consist of three (3) major existing systems: LEADER System, GAIN Employment And Reporting System (GEARS), and General Relief Opportunities for Work (GROW) System. The DPSS Systems also include manual processes.

2.2.1.1 LEADER System

The LEADER System automates administration of benefit programs in Los Angeles County, including eligibility determination, benefit calculation and issuance, case maintenance, and management/fiscal reports and controls.

DPSS serves as the host for the existing LEADER System for the following COUNTY departments: Auditor-Controller, Child Support Services, Children and Family Services, Community and Senior Services, District Attorney, Health Services’ medical and health center sites, Mental Health, Probation, and the Treasurer-Tax Collector. Selected non-COUNTY agencies and users (e.g., City of Los Angeles Housing Authority, Pomona Valley Hospital) also utilize the existing LEADER System.

2.2.1.2 GEARS

GEARS is designed to track employment, education, vocational and training activities of GAIN participants. GEARS also issues supportive services, including childcare, transportation, and ancillary payments to GAIN participants.
GEARS supports the State’s mandate to provide a GAIN Welfare to Work (WtW) program to GAIN participants.

### 2.2.1.3 GROW

General Relief (GR) is a COUNTY-funded program that provides financial assistance to indigent adults who are ineligible for financial assistance under federal or State programs. The GROW System processes active GR employable cases for the GROW program.

The LRS shall not duplicate nor replicate, or otherwise incorporate, any functionality of the Child Welfare Services/Case Management System (CWS/CMS), the State’s Statewide Automated Child Welfare Information System (SACWIS), nor in any way impair the State’s compliance with SACWIS requirements.

### 2.2.2 DCFS SYSTEMS

The Department of Children and Family Services (DCFS) Systems consist of five (5) major systems: APPS, AAPS, IFS, WCMIS, and EW Works. The DCFS Systems also include manual processes.

#### 2.2.2.1 Automated Provider Payment System (APPS)

APPS is a paid out-of-home placement tracking, foster care vendor maintenance, budget computation, and payment history system that receives payment authorizations through an interface from the State’s Child Welfare Services/Case Management System (CWS/CMS).

#### 2.2.2.2 Adoption Assistance Payments System (AAPS)

AAPS is the system used for the Adoption Assistance Program (AAP) to authorize and generate adoption
assistance payment transactions for payments to adoptive parents and prospective adoptive parents.

2.2.2.3 Integrated Financial System (IFS)
IFS is browser-based and consists of three (3) modules:
The Overpayment module obtains foster care overpayments detected by APPS in a daily interface, and generates invoices and tracks repayments received from foster care providers.

The Child Welfare Trust module requests, tracks and maintains financial benefits available to children in placement from sources, including SSI, SSA, and inheritance. These financial benefits may be used to offset income against foster care placement costs, and money in excess of the foster care placement cost is held in trust for the child.

The Child Support module requests, tracks and maintains child support collected on behalf of children in placement. The child support may be used to offset income against foster care placement costs.

2.2.2.4 Welfare Case Management Information System (WCMIS)
WCMIS is a COUNTY system that serves as a client record index of all families and persons known to receive services from DCFS. WCMIS assigns a unique case number/person ID used as the primary identifier of families and individuals for all DCFS Systems and interfaces.
2.2.2.5 EW Works

The EW Works system is used to track and control the resolution of eligibility and benefit issuance related calls received by the DCFS call center.

2.2.2.6 Eligibility Determination Manual Process

Since the establishment of DCFS in 1984, eligibility workers have been manually determining eligibility, determining financial assistance funding sources, issuing client correspondence, calculating special payments, and producing reports for Foster Care Programs, Kin-GAP, and AAP.

2.3 COUNTY Programs

The following major programs and any subprograms and related programs to these major programs, except Foster Care Programs, AAP, and Kin-GAP, are supported by the existing LEADER System and shall continue to be supported by the LRS. In addition, Foster Care Programs, AAP, and Kin-GAP shall be supported by the LRS.

2.3.1 California Work Opportunities and Responsibility to Kids (CalWORKs)

CalWORKs is the State's version of the federal Temporary Aid for Needy Families (TANF) program that provides temporary financial assistance and employment-focused services to families with minor children who have income and property below State maximum limits for their family size. Most able-bodied parents are also required to participate in the CalWORKs Greater Avenues for Independence (GAIN) employment services program as a condition of eligibility.
2.3.1.1 Greater Avenues for Independence (GAIN)
The GAIN program is the State’s version of the federal Welfare-to-Work program that provides effective training, employment services, and supportive services to help individuals transition from dependency on public assistance programs to economic self-sufficiency.

2.3.1.2 Cal-Learn
Cal-Learn is a mandatory program for CalWORKs participants who receive cash assistance and are under nineteen (19) years of age, are pregnant or parenting, and have not yet completed their high school education. The focus of Cal-Learn is to provide teens with the support they need to complete their high school education.

2.3.1.3 TANF Reauthorization
Effective October 1, 2006, TANF Reauthorization requires states and counties to meet the work participation rate of fifty percent (50%) for one (1) parent families and ninety percent (90%) for two (2) parent families, which percentages may increase as required by federal mandates, through changes in work requirements and supportive services.

2.3.2 CalFresh
The CalFresh program was established to improve the nutrition of people in low-income households. CalFresh benefits are issued by Electronic Benefit Transfer (EBT) onto a plastic swipe card that can be used at Point of Sale (POS) machines.
2.3.3 General Relief (GR)

The GR program is a COUNTY-funded program that provides cash aid to indigent adults and certain sponsored legal immigrant families who are ineligible for federal or State programs.

2.3.3.1 General Relief Opportunity for Work (GROW)

The GROW program is a COUNTY-funded program that offers employment and training services to employables and is designed to help GR participants obtain jobs and achieve self-sufficiency.

2.3.4 Cash Assistance Program for Immigrants (CAPI)

The CAPI program provides cash to certain aged, blind, and disabled legal non-citizens ineligible to Supplemental Security Income/State Supplemental Payment (SSI/SSP) due to their immigration status. CAPI participants may be eligible for Medi-Cal, In-Home Supportive Services (IHSS), and/or CalFresh benefits.

2.3.5 Medi-Cal

The Medi-Cal program provides free and low-cost health care and services to qualifying low-income residents of Los Angeles County. There are health care services to cover the needs of everyone regardless of age, race, or immigration status. Programs are available for children and youth, pregnant women, and families and persons who are aged, blind, or disabled.

2.3.6 In-Home Supportive Services (IHSS)

The IHSS program provides financial assistance for in-home services to the elderly, disabled, or blind. IHSS provides an alternative to out-of-home care, such as nursing homes or board and care facilities.
2.3.7 Foster Care Programs

The Foster Care Programs provide financial assistance for the care of children placed in foster care eligible facilities. The five (5) Foster Care Programs are: (1) out-of-home placement for children under DCFS' foster care jurisdiction, (2) probate non-related legal guardianship children, (3) foster care for children under the jurisdiction of the Los Angeles County Probation Department, (4) foster care for the Los Angeles County Department of Mental Health's Severely Emotionally Disturbed (SED) children, and (5) Emergency Assistance Program (EA), which is the Statewide financial assistance available to non-federally eligible foster care children for a maximum of twelve (12) months.

2.3.8 Kinship Guardianship Assistance Payment Program (KIN-GAP)

The Kin-GAP program provides financial assistance to relative caregivers who become legal guardians of foster care children.

2.3.9 Adoption Assistance Program (AAP)

The AAP program provides financial assistance to families in order to facilitate the adoption of children.

2.4 Department of Public Social Services (DPSS)

DPSS is comprised of the following five (5) Bureaus: Bureau of Administrative Services (BAS); Bureau of Program and Policy (BPP); Bureau of Special Operations (BSO); Bureau of Workforce Services (BWS); and the Bureau of Contract and Technical Services (BCTS).

2.5 COUNTY Initiatives

It is the Proposer’s responsibility to perform due diligence and fully understand COUNTY’s regulatory environment, programs, and program requirements prior to submission of its proposal. As COUNTY responds to federal, State, and local mandates, new initiatives are designed,
developed, and implemented. When preparing a proposal in response to this RFP, it is important for the Proposer to understand current COUNTY initiatives that may impact the Work.

2.6 Information Technology (IT) Strategies and Initiatives
COUNTY departments work closely with COUNTY’s Chief Information Office (CIO) to identify technical solutions that will meet COUNTY’s functional needs while adhering to COUNTY’s IT strategic direction.

2.7 LRS Programs Supported
- California Work Opportunities and Responsibility to Kids (CalWORKs)
- Greater Avenues for Independence (GAIN)
- CalLearn
- CalFresh
- General Relief (GR)
- General Relief Opportunity for Work (GROW)
- Cash Assistance Program for Immigrants (CAPI)
- Medi-Cal
- In-Home Supportive Services (IHSS)
- Foster Care Programs
- Kinship Guardianship Assistance Payment Program (Kin-GAP)
- Adoption Assistance Program (AAP)
3. LEADER REPLACEMENT SYSTEM SCOPE AND QA CONTRACTOR’S SCOPE OF WORK

This section of the RFP provides an overview of the scope of the LRS and the work to be provided by the LRS Contractor, and the Work to be provided by the QA CONTRACTOR.

3.1 Innovative Technological Solution

COUNTY is committed to promoting technologies that improve and/or expand services, improve communications, and improve interdepartmental collaboration and data sharing. This can be accomplished through several different means, including Web-based information systems, enhanced user interface functionality, better collaboration and messaging tools, and improved data management exchange and reporting capabilities.

Consistent with COUNTY’s vision for Information Technology, COUNTY seeks to improve service delivery through an innovative technological solution that emphasizes the following technologies:

- **Open and Scalable Technical Architecture** – to increase LRS flexibility, enabling the development and integration of future LRS features and functionality with existing capabilities.

- **Enhanced Workflow** — to improve communication and efficiency through automatic scheduling of appointments, initiation of subsequent activities, and the creation and maintenance of alerts for case management activities.

- **Systems Integration and Data Sharing** — to increase communication with relevant and related systems (e.g., data warehouses, public and private agencies, etc.).

- **Common Relational Database Platform** — to increase LRS flexibility and the ability for COUNTY to respond readily to federal, State, and local mandates.
• **Business Intelligence and Ad Hoc Reporting** – to develop a business intelligence and ad hoc reporting system that improves and maintains the data and information flow to COUNTY data warehouses and increases COUNTY’s business intelligence and reporting capabilities.

• **e-Government Support** – to improve self-service delivery by providing LRS access to the growing User population (e.g., COUNTY residents, service providers, external agencies, remote locations, etc.) through Web technologies.

As a result of implementing the LRS that meets the aforementioned characteristics, as well as the functional and other requirements described in this RFP, COUNTY will meet its business objectives and adhere to all public assistance programs, and departmental mission and philosophy.

### 3.2 LRS Project Purpose

The purpose of the LRS project is twofold.

The first purpose is to replace the existing LEADER System under the LRS Agreement, with an LRS that utilizes a Web services, service-oriented architecture (SOA) design, using COUNTY-specified standards and meets all functional and other requirements identified in Exhibit A (Statement of Work) and Exhibit B (Statement of Requirements) of the LRS Agreement.

The second purpose is for the LRS Contractor to manage, operate, support, modify, and enhance the LRS for a period of seventy-eight (78) months after the successful completion of Phase 2 (Performance Verification Phase) under the LRS Agreement, ensuring that LRS functionality and performance continues to meet all COUNTY requirements.
3.3 LRS Concept

COUNTY intends to acquire a fully integrated LRS for the online administration and management of welfare programs in Los Angeles County. One of COUNTY’s goals for the LRS is to centralize database functions while distributing accessibility to the various types of users for inputting data and accessing case file information via a Web services environment using the COUNTY-specified standards in the LRS RFP. LRS technology will be based on SOA principles, utilizing Web services. As such, no LRS Application Software code will reside at the Local Office Sites (i.e., “thin client”). Users must be able to connect to the LRS via a Web browser, such as Microsoft’s Internet Explorer, while interfacing with COUNTY desktop and office environments and other systems. The LRS will be hosted at non-COUNTY facilities and access to the LRS will be provided via a secure Internet connection and via the LAnet/EN. COUNTY requires a services-based relationship between COUNTY and LRS Contractor, including for the establishment, management, operation, and support of the Central Sites, the Print Facility Sites, and the Project Office. Wherever possible, the LRS will utilize commercially available and stable products.

The LRS will support the current public assistance population and any increase thereof during the term of the LRS Agreement. The LRS will serve users, both fixed and mobile, who will gain access to the LRS via LAnet/EN. The LRS will also serve users who will gain access to the LRS via the Internet. The LRS will support all COUNTY-administered public assistance programs. The LRS will also support any enhancements proposed for inclusion in the LRS, such as document imaging and enhanced reporting and interface functionality.
Further information regarding the LRS capabilities can be reviewed in the LRS Agreement located at:


3.4 LRS Contractor’s Scope of Work

The LRS Contractor’s scope of Work under the LRS Agreement includes the following:

Phase I (Design/Development/Implementation)

- **Project Administration** that includes the establishment, management, and operation of the Project Office for the term of the LRS Agreement, day-to-day project management and status reporting, risk management, development, and maintenance of the LRS physical site plans, and transition planning for project initiation and project completion.

- **Development Methodology and Technical Practices** that encompass the methodologies, the tools, and all technical management, administrative, and engineering aspects of the LRS project.

- **Requirements Verification and Analysis** that ensures all LRS functional, technical, and training requirements are accounted for throughout the design, development, and implementation of the LRS.

- **General Design** that describes the features and functions of the LRS in terms of the following LRS architectures: hardware and network, software, functional, application, and data.

- **Technical Infrastructure Design Planning and Design** that provides the overall design for the LRS technical infrastructure and
supporting plans to include facility management, information security, network, and business continuity/disaster recovery.

- **Functional Design** that incorporates the LRS requirements into a blueprint for the development of the LRS Application Software.

- **Technical Infrastructure Deployment** that implements the Central Sites, the Print Facility Sites, and the Project Office, establishes connectivity between each site, and demonstrates that the LRS technical infrastructure is ready to support the LRS Application Software.

- **Baseline Application Software and Conversion and Archiving Tools** that includes the construction, unit test, and validation of all LRS Application Software components/modules, and development of testing and validation of conversion and archiving software programs/tools.

- **Integration and Test** that includes incremental testing of the integrated system, automated regression testing, and User Acceptance Test.

- **Implementation Planning** that initiates the planning, scheduling, and acquisition of resources required for Countywide implementation of the LRS, addressing User training, data conversion, ongoing support, and performance management.

- **Implementation Preparation** that includes all preparation for Countywide implementation of the LRS, including the development of training materials, the implementation of a database to track COUNTY-specified User training, establishment of the LRS operational support structure, and LRS documentation.
• **Pilot** that provides an initial implementation and test of the LRS, evaluation of all outcomes, all corrective actions for Deficiencies identified during Pilot, and a COUNTY determination to proceed to Countywide implementation.

• **Countywide Implementation** for LRS deployment to all Local Office Sites and Users, completion of converting and loading legacy data into the LRS, and providing training to Users.

**Phase 2 (Performance Verification Phase)** that includes verifying the performance of the fully implemented LRS, monitoring performance against the Specifications, including the performance requirements, for six (6) months during Phase 2 (Performance Verification Phase), and identifying all Deficiencies.

**Phase 3 (Operational Phase)** includes the following Work:

• Management and Operations Services (M&O Services);

• Application Software Modifications and/or Enhancements; and

• Services (M&E Services).

### 3.5 QA CONTRACTOR’s Scope of Work

CONTRACTOR’s scope of Work under the resultant Agreement includes the following:

• QA Management Services that includes all goods and services necessary to perform the Work during the term of the Agreement, including day-to-day LRS project status reporting, and assisting COUNTY with LRS project implementation;

• Detailed review and analysis, and detailed written assessments of, Deliverables to be provided by the LRS Contractor under the LRS
Agreement, as specified in Attachment A (Statement of Work) of this RFP, during Phases 1, 2 and 3 of the LRS Agreement;

- Transition Work from the ITSSMA Consultant, including reviewing prior ITSSMA Consultant deliverables;

- Assisting the COUNTY in (i) verifying the performance of the fully implemented LRS, (ii) monitoring LRS performance against the Specifications, including the performance requirements, for six (6) months during LRS Phase 2 (Performance Verification Phase), and (iii) identifying all Deficiencies;

- Assessment of LRS Contractor’s Phase 3 (Operational Phase) Work; and


**QA Extended Term,**

Includes the following Work:

- Continued QA Management Services.

During the course of the LRS Project, the COUNTY, state and federal agencies will have various Verification and Validation (V&V) and/or QA Contractors and/or consultants that will be providing V&V or QA services, including through an ITSSMA Consultant. CONTRACTOR, shall be required to work collaboratively with such contractors and consultants, including the ITSSMA Consultant, during all phases of the LRS Project.

### 3.6 LRS Governance

The LRS project is subject to oversight by federal and State agencies and the California Legislature. As part of their oversight responsibilities, these entities, or their designees, may undertake various activities during the course of the LRS project. These activities may include risk assessment,
feasibility studies, and review of any products, deliverables, or artifacts. The CONTRACTOR will be required to cooperate fully with all oversight entities in their performance of these and similar activities throughout the term of any resultant Agreement. The LRS project will be under the executive oversight of the DPSS Director.

4. GENERAL CONDITIONS

The following are the general terms and conditions applicable to this procurement.

4.1 Formal Solicitation

Notwithstanding any other provision of this RFP, this RFP is a solicitation for proposals only, and is not an offer to enter into any agreement or contract.

4.2 County Point of Contact and RFP Communications

All contacts regarding this RFP or any matter relating thereto must be in writing and mailed or emailed to COUNTY’s point of contact. COUNTY’s point of contact information is as follows:

Michael A. Preston, Administrative Services Manager II
Los Angeles County Department of Public Social Services
Contract Management Division (CMD), Section III
12900 Crossroads Parkway South – East Bld.
City of Industry, CA 91746
Email address: MichaelAPreston@dpss.lacounty.gov
Telephone: (562) 908-3049

Proposers are specifically directed not to contact any other COUNTY person or agent, the State or federal governments, or procurement team members for any matters related to this RFP. Failure to adhere to this policy shall result in elimination of the Proposer from further consideration, as determined by COUNTY.
All written communications with COUNTY regarding this RFP, including its Attachments must reference the RFP, Proposer’s name, Proposer’s address, contact person, contact's telephone number, contact’s email address, and the reason for communication (e.g., questions, request for clarifications) as follows:

“[Reason for Communication]: Request for Proposals for Quality Assurance (QA) Services for the LRS Project #BCTS 14-501.”

Any material received that does not explicitly indicate its RFP-related contents will be handled as general mail or communications, which may result in a delay or non-response to the Proposer.

COUNTY is responsible only for that which is expressly stated in this RFP and any authorized written Addenda and written responses thereto. COUNTY is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on COUNTY’s behalf.

4.3 Proposal Submission Deadline

Each Proposer is solely responsible to ensure that its proposal is received by COUNTY before the submission deadline (reference Subsection 1.3 (Schedule of Events). Each Proposer shall bear all risks associated with delays in delivery by person or entity, including in the United States Postal Service. Proposals submitted by facsimile or e-mail shall not be accepted.

Proposals received after the scheduled closing time for receipt of proposals shall be returned, unopened to the sender and shall not be considered. Refer to Section 6 (Proposal Requirements) of this RFP for complete instructions on the content, format, sequence, and submission of proposals.
4.4 Proposers’ Conference
A mandatory Proposers’ Conference will be conducted for prospective Proposers. The purpose of the Proposers’ Conference is to discuss the RFP process, the project scope of Work, and required Proposer responses. The Proposers’ Conference location and time is listed in the RFP, Subsection 1.3 (Schedule of Events).

Proposers that do not attend the Proposers’ Conference and/or fail to complete the official sign-in sheet will have their proposals returned unopened and shall not be considered.

COUNTY will accept only written questions referencing the RFP during the Proposers' Conference; COUNTY reserves the right not to orally answer questions. Written responses to all Proposers’ Conference written questions will be provided to all Proposers that COUNTY records indicate received the RFP, without identifying the originator of questions, and will be made available in the DPSS Contracting website accessible on the DPSS Portal at the link below.

[link]

Responses to written questions will be available as indicated in Subsection 1.3 (Schedule of Events) of this RFP and may also, as determined by COUNTY, be included in an Addendum to this RFP as described in Subsection 4.5 (Written Questions and Answers).

4.5 Written Questions and Answers
COUNTY will accept written questions from Proposers effective with the release of this RFP until the deadline for written questions submission as specified in Subsection 1.3 (Schedule of Events). All questions shall be submitted by mail or e-mail to COUNTY’s point of contact at the address
shown in Subsection 4.2 (COUNTY Point of Contact and RFP Communications).

Proposer shall include Proposer’s name, Proposer’s address, contact person, contact’s telephone number, and contact’s email address when submitting questions. Include with your question, the following statement:

“Questions: Request for Proposals for Quality Assurance (QA) Services for the LRS Project #BCTS 14-501.”

Proposers may submit questions requesting clarification of specific information contained in the RFP. Questions referencing the RFP must include the RFP section number, paragraph(s), page number(s), and quote the language that prompted the question. COUNTY reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the COUNTY not receiving the best possible responses from Proposer.

All questions, without identifying the submitting Proposer, will be compiled with the appropriate answers and made available in the DPSS Contracting website accessible via the DPSS Portal when responses to written questions are scheduled to be completed (see Subsection 1.3 (Schedule of Events), and may also, as determined by COUNTY, be included in an Addendum to this RFP.

4.6 Certain Rights of COUNTY

COUNTY, in its sole discretion, may reject at any time any or all proposals submitted in response to this RFP and may cancel this RFP at any time.
COUNTY shall not be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any proposal.

The County has the right to amend the RFP by written addendum and/or in written responses to written questions included in an addendum. Such addendum shall be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County.

COUNTY may determine that a time extension is required for submission of proposals, in which case an Addendum to this RFP shall indicate the new proposal submission deadline.

COUNTY reserves the right to waive any minor or inconsequential irregularities or immaterial defects in any submitted proposal, as determined by COUNTY. COUNTY also, at its sole discretion, may seek clarifications from Proposers at any time.

COUNTY reserves the right to enter into negotiations with more than one Proposer, as determined by COUNTY. COUNTY also reserves the right to terminate simultaneous negotiations with any Proposer with which it is negotiating, at any time, as determined by COUNTY.

4.7 Formal Board Approval of Contract

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant Agreement, and to determine which proposal best serves the interests of COUNTY. The Board is the ultimate decision-making body and makes the final
determinations necessary to arrive at a decision to award, or not to award, a contract.

4.8 Reimbursement Provisions
Proposer shall state all prices to COUNTY associated with its proposed provision of Work described in this RFP and in any Addenda to this RFP. The Proposer’s rates shall remain firm and fixed for the term of the Agreement.

4.9 QA Initial Term
The QA Initial Term of any resultant Agreement shall become effective upon execution by the Board and shall remain in effect until the completion of LRS Phases I, 2 and 3, subject to possible extensions as provided herein. The Agreement shall be monitored by COUNTY on an ongoing basis, and may be terminated for any of the reasons set forth in Attachment B (Sample Agreement) or any additional provisions added to the final Agreement. The QA Initial Term of any resultant Agreement is estimated to be for a period of thirty-six (36) months, unless extended as set forth below, to provide all Work during the following Phases 1, 2 and 3 of the LRS Agreement.

- Phase 1 (Design/Development/Implementation Phase) of the LRS Agreement and the QA CONTRACTOR Initial Term shall be extended, as appropriate, until the LRS Contractor has provided, and COUNTY has approved all Deliverables in Phase 1, including 13.5.2 (Certification of Countywide Implementation) of Exhibit A (Statement of Work) of the LRS Agreement.

- Phase 2 (Performance Verification Phase) and the QA CONTRACTOR Initial Term shall be extended, as appropriate, to correspond with any extension of Phase 2 (Performance Verification Phase) of the LRS Agreement and COUNTY has
approved all Deliverables in Phase 2, including 14.3.2, (Assessment of LRS Contractor's Certification of Performance Verification) of Exhibit A (Statement of Work) of the LRS Agreement.

- Phase 3 (Operational Phase) includes the following Work: and the QA CONTRACTOR Initial Term shall be extended, as appropriate, to correspond with any extension of Phase 3 (Performance Verification Phase) of the LRS Agreement and COUNTY has approved all Deliverables in Phase 3, including 15.4 (Post Implementation Evaluation Report (PIER) of Exhibit A (Statement of Work).

- **NOTICE TO RFP PROPOSERS**: Under any resultant Agreement, during any extension of the duration of Phase 1 (Design/Development/Implementation Phase) and the QA Initial Term, until the LRS Contractor has provided, and COUNTY has approved, Deliverable 13.5.2 (Certification of Countywide Implementation) of Exhibit A (Statement of Work) of the LRS Agreement, and during any extension of the duration of Phase 2 (Performance Verification Phase) and the QA Initial Term, until COUNTY has approved Deliverable 14.3.2, (Assessment of LRS Contractor's Certification of Performance Verification) of Exhibit A (Statement of Work) of the LRS Agreement, and during any extension of the duration of Phase 3 (Operational Phase) and the QA Initial Term, and COUNTY has approved all Deliverables in Phase 3, including 15.4 (Post Implementation Evaluation Report (PIER) of Exhibit A (Statement of Work). QA Management Services provided during each month of such extension period(s) shall be at no additional cost to COUNTY.
4.10 QA Extended Term

In addition to any extensions set forth in Subparagraph 4.10 (QA Extended Term), the DPSS Director, at his/her sole discretion, may extend the QA CONTRACTOR Agreement for an Extended Term not to exceed three (3) years, as described in Subparagraph 7.3 (QA Extended Term) of Attachment B (Sample Agreement) of this RFP.

4.11 Notice to Proposers Regarding The Public Records Act

Responses to this solicitation shall become the exclusive property of the COUNTY. Absent extraordinary circumstances, the recommended Proposer’s proposal and evaluation documents will become a matter of public record when the following occurs:

- Contract negotiations are complete;

- DPSS receives a Letter of Intent from the recommended Proposer’s authorized officer that the negotiated contract is the firm offer of the recommended Proposer which shall not be revoked by the recommended Proposer pending DPSS completion of the protest policy process and Board approval; and

- DPSS releases a copy of the recommended Proposer’s proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."
To facilitate any required disclosure, Proposer shall submit a copy of its Proposal with its confidential, proprietary and trade secret information redacted as indicated in Section 6.7 (Proposal Submission). The Proposer must redact only those parts of the Proposal, if any, that Proposer, in good faith and based upon substantial grounds, believes are actually trade secrets, confidential, or proprietary in nature. **Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the Proposal as "Trade Secret," "Confidential," or "Proprietary," are not appropriate.** In the event Proposer misidentifies any materials as "Trade Secret," "Confidential," or "Proprietary," Proposer shall reimburse the Authority for all Authority costs incurred as a result of such misidentification.

By submitting a response to this RFP, the Proposer expressly agrees to indemnify, defend, and hold harmless the COUNTY, and their respective officers, employees, agents, advisors, and representatives for any liability arising from or in connection with (a) the COUNTY’s disclosure, as required under the California Public Records Act or otherwise required by law, of any portion of the Proposer’s response to this RFP, including those portions that have been redacted or marked as described above, and (b) the COUNTY’s failure to disclose, in response to a request under the California Public Records Act, any portion of the Proposer’s response to this RFP that has been redacted or marked as described above. Without limiting the foregoing, in the event the COUNTY is required to defend an action on a California Public Records Act request for any portion of the Proposer’s response to this RFP that has been redacted or marked as described above, Proposer agrees to indemnify, defend, and hold harmless the COUNTY, and their respective officers, employees, agents, advisors, and representatives from all costs and expenses, including
reasonable attorney’s fees, in any action, or for any liability, arising under the California Public Records Act.

Notwithstanding anything to the contrary in this section, the Proposer expressly authorizes the COUNTY to file or lodge Proposer records with the California Superior Court or any other court of competent jurisdiction for confidential review. Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department’s proposer recommendation appears on the Board agenda.

COUNTY shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

4.12 Firm Offer

All proposals shall be firm offers and shall not be withdrawn until and including the date the Board approves any resultant Agreement or the date COUNTY determines to cancel this RFP, whichever occurs earlier.

4.13 COUNTY Lobbyist Ordinance

COUNTY 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 on 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 who seeks a COUNTY permit, license, franchise, or contract shall certify compliance with the ordinance.

As part of this solicitation process, it is the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not

QA Services for LRS Project
Request for Proposal Instructions 31 5/14/14
contained within this RFP. Thereafter, each person, corporation, or other entity submitting a response to this proposal must certify that each COUNTY Lobbyist, as defined by COUNTY Code Section 2.160.010, that is retained by the Proposer is in compliance with Chapter 2.160 of COUNTY Code and each such COUNTY Lobbyist is not on the Executive Office’s List of Terminated Registered Lobbyists. The Proposer shall sign the form entitled, “Familiarity with the COUNTY Lobbyist Ordinance Certification,” provided in Exhibit C-6 (Familiarity with the COUNTY Lobbyist Ordinance Certification) in Attachment C (COUNTY Required Forms).

4.14 Proposers’ Precautions

To be evaluated, proposals submitted in response to this RFP must comply with content, sequence, and format for proposals as outlined in Section 6 (Proposal Requirements) of this RFP.

The failure of a Proposer to comply fully with the content, sequence, and format requirements, as described in Section 6 (Proposal Requirements) of this RFP may eliminate the proposal from further consideration as determined by COUNTY.

4.14.1 Acceptance of Terms and Conditions

Proposer understands and agrees that submission of a proposal constitutes acknowledgment and acceptance of, and a willingness to comply with, all the terms and conditions of this RFP and any RFP Addenda.

4.14.2 Sample Agreement

Proposers should review carefully Attachment B (Sample Agreement). It is anticipated that all of its provisions will be included in any resultant Agreement.
However, the Sample Agreement language specified in Attachment B (Sample Agreement) is subject to change, not all provisions shown may be included in any resultant Agreement at COUNTY’s sole discretion, and other Agreement provisions which do not currently appear may be included in any resultant Agreement at COUNTY’s sole discretion.

4.14.3 Proposer Changes
A proposal containing conditions or limitations established by the Proposer may be deemed irregular and be rejected by COUNTY, in its sole discretion.

4.14.4 Cost of Proposals
COUNTY shall not be liable in any way or have any responsibility for any costs incurred in connection with the preparation, submittal, or presentation of any proposal submitted in response to this RFP.

4.14.5 Invoices
Under any resultant Agreement: (1) Exhibit B (Schedule of Payments) will provide for specific payments tied to the successful completion of specific Deliverables and other Work; (2) no payment shall be made by COUNTY to CONTRACTOR for certain Deliverables as indicated on Schedule A (Deliverable Prices) of Exhibit B (Schedule of Payments); and (3) there will be withholds on all Deliverable invoices and the amount withheld for Deliverables will be paid upon COUNTY approval of Deliverable 15.4 (Post Implementation Evaluation Report (PIER)), and such withholds for each Deliverable will be fifteen percent (15%) of the total price for such Deliverable.
4.15 Prohibition Against Proposing
Any individual, firm, or subsidiary thereof, which, under agreement, assists a COUNTY department in developing or preparing an RFP, is prohibited from submitting a proposal on that RFP. Any other potential conflicts of interest that are known to the Proposer must be disclosed for consideration and determination of any significant conflict by COUNTY. Failure to disclose may be grounds for disqualification during procurement or for termination of contract under any resultant Agreement, in COUNTY’s sole discretion.

4.16 Contact With COUNTY Employees
As of the issue date of this RFP and continuing until the final date for submission of proposals, all COUNTY personnel or COUNTY agents, except designated COUNTY personnel, are specifically directed not to hold meetings, conferences, or technical discussions with prospective Proposers pertaining to this RFP. Any Proposer found to be acting in any way contrary to this directive shall be disqualified from entering into any Agreement that may result from this RFP, in COUNTY’s sole discretion.

4.17 Gratuities
It is improper for any COUNTY officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer’s provision of the consideration may secure more favorable treatment for the Proposer in the award of any resultant Agreement or that the Proposer’s failure to provide such consideration may negatively affect COUNTY’s consideration of the Proposer’s submission. A Proposer shall not offer or give, either, directly or through an intermediary, consideration in any form to a COUNTY officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of any resultant Agreement.
A Proposer shall immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer’s submission being eliminated from consideration.

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

4.18 Determination of Proposer Responsibility

A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform any resultant Agreement. It is COUNTY’s policy to conduct business only with responsible Proposers.

Proposers are hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, COUNTY may determine whether the Proposer is responsible based on a review of the Proposer’s performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

COUNTY may declare a Proposer to be non-responsible for purposes of any resultant Agreement if the Board, in its sole discretion, finds that the Proposer has done any of the following: (i) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (ii)
committed an act or omission which negatively reflects on the Proposer’s quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or omission which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against COUNTY or any other public entity.

If there is evidence that the apparent highest ranked Proposer may not be responsible, COUNTY shall notify the Proposer in writing of the evidence relating to the Proposer’s responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. COUNTY shall provide the Proposer and/or the Proposer’s representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for COUNTY’s recommendation.

If the Proposer presents evidence in rebuttal to COUNTY, COUNTY shall 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 Proposer shall reside with the Board.

4.19 Child Support Compliance Program

Proposer shall:

- Comply with all applicable federal and State reporting requirements relating to employment reporting for its employees; and
- Comply with all lawfully served wage and earnings assignment orders and notice of assignment and continue to maintain compliance during the term of any resultant Agreement.
Failure to comply may be cause for termination of any resultant Agreement or initiation of debarment proceedings against the non-compliant Contractor (COUNTY Code Chapter 2.202).

4.20 Compliance with Applicable Law
Any Agreement that may be entered into by COUNTY as a result of this RFP shall be performed by CONTRACTOR in compliance with all applicable federal, State, and local laws, ordinances, regulations, rules, guidelines, directives, policies, and procedures.

4.21 Confidentiality
Proposer shall maintain the confidentiality of all records obtained from COUNTY under this RFP in accordance with all applicable federal, State, and local laws, regulations, ordinances, rules, guidelines, directives, policies, and procedures relating to confidentiality.

Under any resultant Agreement, QA CONTRACTOR shall inform all of its officers, employees, agents, and Subcontractors providing services under the Agreement of the confidentiality provisions of the Agreement. CONTRACTOR shall cause each person performing services covered by the Agreement to sign and adhere to the applicable acknowledgment, confidentiality, and copyright assignment agreement, found in Exhibit C (CONTRACTOR Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement), in Attachment B (Sample Agreement).

Under State law (including California Welfare and Institutions Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving assistance are confidential and no information related to any individual case or cases shall be in any way relayed to anyone except those employees of COUNTY so designated, without written authorization from COUNTY.
4.22 Conflict of interest

1. Any contractor and its subcontractors associated with the development of this RFP are precluded from submitting a proposal for this RFP.

2. Accenture, LLP and its subcontractors associated with COUNTY’s existing LRS Agreement for the LEADER System Replacement are precluded from submitting a proposal for this RFP.

3. No COUNTY employee whose position in the COUNTY enables him to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor.

Proposer shall certify that it is aware of and has read Section 2.180.010 of COUNTY Code, as set forth in Exhibit C-5 (Certification of No Conflict of Interest) of Attachment C (County Required Forms).

4.23 County Policy on Doing Business with Small Business

COUNTY has multiple programs that address small businesses. The Board encourages small business participation in COUNTY’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

One program, the Local Small Business Enterprise Preference Program, requires the company to complete a certification process. This program and how to obtain certification are further explained in Subsection 4.26 (Local Small Business Enterprise Preference Program) of this RFP. COUNTY also has a policy on Doing Business with Small Business that is
stated in Paragraph 68 (Local Small Business Enterprise Preference Program) of the Base Agreement of Attachment B (Sample Agreement).

The Jury Service Program provides exceptions to the programs if a company qualifies as a small business. It is important to note that each program has a different definition for small business. Proposer may qualify as a small business in one program but not the other. Further explanation is provided in Subsection 4.25 (Jury Service Program) of this RFP.

4.24 Mandatory Requirement to Register on COUNTY WebVen

Prior to the Agreement award, all potential Contractors shall register on 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 COUNTY’s home page at:

http://lacounty.info/doing_business/main_db.htm

There are underscores in the address between the words ‘doing_business’ and ‘main_db’.

4.25 Jury Service Program

The prospective CONTRACTOR is subject to the requirements of COUNTY’s Contractor Employee Jury Service Ordinance (“Jury Service Program”) (COUNTY Code, Chapter 2.203). Prospective CONTRACTORs should carefully read Exhibit D-6 (Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service) of Attachment D (COUNTY Ordinances and Policies) and the pertinent jury service provisions of Paragraph 63 (Compliance with COUNTY’s Jury Service Program) of Attachment B (Sample Agreement) outlined below, all of which are incorporated by reference into and made a part of this
RFP. The Jury Service Program applies to both CONTRACTORs and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires CONTRACTORs and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the employee’s regular pay the fees received for jury service. For purposes of the Jury Service Program, “employee” means any California resident who is a full time employee of a Contractor and “full time” means forty (40) hours or more worked per week, or a lesser number of hours if: (i) The lesser number is a recognized industry standard as determined by COUNTY, or (ii) CONTRACTOR has a long standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor’s full time California employees, even those not working specifically on COUNTY’s project. Full time employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full time for purposes of the Jury Service Program.

2. There are two (2) ways in which a CONTRACTOR might not be subject to the Jury Service Program:

   A. The first is if the CONTRACTOR does not fall within the Jury Service Program’s definition of “Contractor.” The Program defines “Contractor” to mean a person, partnership, corporation or other
entity which has a contract with COUNTY or a Subcontract with a COUNTY contractor, and has received or will receive an aggregate sum of $50,000 or more in any twelve (12) month period under one or more COUNTY contracts or subcontracts.

B. The second is if the CONTRACTOR meets one (1) of the two (2) exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: (i) ten (10) or fewer employees; (ii) annual gross revenue in the preceding twelve (12) months which, if added to the annual amount of the Agreement is less than $500,000; and (iii) is not an “Affiliate or subsidiary of a business dominant in its field of operation.” The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

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 shall so indicate in the “County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception” form provided in Exhibit C-10 (County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception) of Attachment C (County 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. On reviewing the Contractor’s application, COUNTY will determine, in its sole discretion, whether Contractor falls within the
4.26 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM COUNTY
The COUNTY will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code. A Proposer which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration database may qualify to request the Local SBE Preference in a solicitation. Proposers must complete Exhibit C-7 (Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form) of Attachment C (County Required Forms) with their solicitation response. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the SBE Preference.

4.26.1 Local Small Business Enterprise (SBE) Prompt Payment Program
It is the intent of the COUNTY that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

4.27 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM
The COUNTY will give DVBE preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise (DVBE), consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE is defined as:

1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise (DVBE); or
2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

Certified DVBEs must request the DVBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed.

In no case shall the DVBE Preference Program price or scoring preference be combined with any other COUNTY preference program to exceed eight percent (8%) in response to any COUNTY solicitation.

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 DVBE.

To request the Disabled Veteran Business Enterprise preference, Proposer must complete and submit the Request for Disabled Veterans Business Enterprise consideration form in Attachment C, COUNTY Required Forms, Exhibit C-18 with supporting documentation with their proposal.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov/

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations,
38CFR 74 and is also available on the Department of Veterans Affairs Website at:

http://www.vetbiz.gov/

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

Pursuant to federal law, 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 its proposal submission, Proposer shall submit a certification, as set forth in Exhibit C-15 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tiered Covered Transactions (45 C.F.R Part 76)) of Attachment C (County Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the proposal identify prospective Subcontractors, or should Proposer intend to use Subcontractors in the provision of services under any resultant Agreement, Proposer shall submit a certification, completed by each Subcontractor, attesting that neither Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to provide the required certification may eliminate the proposal from consideration.

In the event that Proposer and/or its Subcontractor(s) is, or are, unable to provide the required certification, Proposer instead shall provide a written explanation concerning it and/or its Subcontractor’s inability to provide the
certification. Proposer’s written explanation shall describe the specific circumstances concerning the inability to certify.

It further shall identify any owner, officer, partner, director, or other principal of Proposer and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person’s or those persons’ job description(s) and function(s) as they relate to the Agreement which is being solicited by this RFP.

The written explanation shall be examined by COUNTY to determine, in its sole discretion, whether further consideration of the proposal is appropriate under the federal law.

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

4.30 Recycled Bond Paper
Proposer shall be required to comply with COUNTY’s policy on recycled paper as specified in Paragraph 62 (Recycled Bond Paper) of the Base Agreement of Attachment B (Sample Agreement).

4.31 Safely Surrendered Baby Law
Proposers shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D-9 (Safely Surrendered Baby Law) of Attachment D
(County Ordinances and Policies), and is also available on the Internet at www.babysafela.org for printing.

4.32 Proposer’s Charitable Contribution Compliance

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 shall register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Exhibit D-11 of Attachment D (County Ordinances and Policies). New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenue (excluding funds that shall be accounted for to a governmental entity) have new audit requirements.

All Proposers shall determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit C-14 (Charitable Contributions Certification) of Attachment C (County Required Forms).

In Exhibit C-14 (Charitable Contributions Certification) of Attachment C (County Required Forms), Proposers certify either that:

- They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act), but will comply
if they become subject to coverage of those laws during the term of a COUNTY agreement, or

- They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Proposers that do not complete Exhibit C-14 (Charitable Contributions Certification) of Attachment C (County Required Forms) as part of the solicitation process may, at COUNTY’s sole discretion, be disqualified from contract award. A COUNTY contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (COUNTY Code Chapter 2.202).

4.33 Consideration of GAIN/GROW Program Participants for Employment

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record of hiring participants from the DPSS GAIN/GROW Program or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposer shall complete and return the form in Exhibit C-9 (Attestation of Willingness to Consider GAIN/GROW Participants) of Attachment C (COUNTY Required Forms).
4.34 COUNTY’s Quality Assurance Plan
After the Agreement award, COUNTY or its agent will evaluate the CONTRACTOR’s performance under the Agreement on a periodic basis. Such evaluation will include assessing the CONTRACTOR’s compliance with all Agreement terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may jeopardize performance of the Agreement will be reported to the Board. The report will include a description of the improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate the Agreement in whole or in part, or impose other penalties as specified in the Agreement.

4.35 Notice to Employees Regarding the Federal Earned Income Credit
Proposer shall notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Exhibit D-8 (IRS Notice 1015) of Attachment D (COUNTY Ordinances and Policies) of this RFP.

4.36 Proposer Debarment
Proposer is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, COUNTY may debar Proposer from bidding or proposing on, or being awarded, and/or performing work on other COUNTY contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances. COUNTY may terminate any or all of the Proposer’s existing agreements with COUNTY, if the Board finds, in its discretion, that Proposer has done any of the following: (i) violated the term of an agreement with COUNTY or a nonprofit corporation created by
COUNTY; (ii) committed an act or omission which negatively reflects on the Proposer’s quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against COUNTY or any other public entity.

If there is evidence that the apparent highest ranked Proposer may be subject to debarment, COUNTY will notify Proposer of the evidence that is the basis for the proposed debarment, and shall advise Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

4.37.1 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Proposer and/or its representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Proposer should be debarred, and, if so, the appropriate length of time of the debarment. Proposer and COUNTY will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

4.37.2 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and the recommendation of the Contractor Hearing Board.
4.37.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

4.37.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4.37.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
4.37.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

4.37.7 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4.37.8 These terms shall also apply to proposed subcontractors of Proposers on COUNTY contracts.

4.37.9 Attachment B, Sample Agreement, Exhibit I provides a link to the COUNTY’s website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.
4.37 Protest Policy Review Process

Under Board Policy No. 5.055 (Services Contract Solicitation Protest) and the Implementation Guidelines, any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subsection 4.37.1 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Subsections below. Under any such review, it is the responsibility of the Proposer challenging the decision of a COUNTY Department to demonstrate that the COUNTY Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award, as the case may be.

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

4.37.1 Grounds for Review

Unless State or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest and Implementation Guidelines) are limited to the following:

- Review of Solicitation Requirements (see Subsection 4.36.2)
- Review of a Disqualified Proposal (see Subsection 4.36.3)
- Review of COUNTY’s Proposed Contractor Selection (see Subsection 4.36.4)
4.37.2 Review of Solicitation Requirements

Any person or entity may seek a Solicitation Requirements Review by submitting Exhibit D-1 (Transmittal to Request a Solicitation Requirements Review) of Attachment D (County Ordinances and Policies) along with supporting documentation. A request for a Solicitation Requirements Review may be denied, in DPSS’ sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is received by DPSS by the due date specified in Subsection 1.3, Table 1 (Schedule of Events).

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:

   a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or

   b. Due to unclear instructions, the process may result in COUNTY not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and DPSS’ determination shall be provided to the Proposer, in writing, within a reasonable time prior to the proposal due date.
4.37.3 Review of a Disqualified Proposal

A proposal may be disqualified from consideration because DPSS determined it was non-responsive at any time during the review/evaluation process. If DPSS determines that a proposal is disqualified due to non-responsiveness, DPSS shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified (see Exhibit D-2 (Transmittal to Request a Disqualification Review) of Attachment D (County Ordinances and Policies)). Requests for a Disqualification Review not timely submitted will be denied.

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

- The person or entity requesting a Disqualification Review is a Proposer;
- The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- The request for a Disqualification Review asserts that DPSS’ determination of disqualification due to proposal non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.
The Disqualification Review shall be completed and COUNTY’s determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

4.37.4 Review of COUNTY’S Proposed Contractor Selection
4.37.4.1 Debriefing Process

Upon completion of the evaluation, DPSS shall notify the remaining Proposers in writing that DPSS is entering negotiations with another Proposer. Upon receipt of this written notification, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in DPSS’ sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the Proposer’s response to the solicitation document with the evaluation document. The Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses and evaluating documents from other Proposers will not be discussed, although DPSS may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, DPSS will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify DPSS of its intent to request a Proposed Contractor Selection Review (see Subsection 4.37.4.2 below), if the Proposer is not satisfied with the results of the Debriefing.
4.37.4.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

The written notification will include a copy of the transmittal form. (See Exhibit D-3 (Transmittal to Request a Proposed Contractor Selection Review) of Attachment D (County Ordinances and Policies)).

A request for a Proposed Contractor Selection Review may, in DPSS' sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;

2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by DPSS);

3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

   a. DPSS materially failed to follow procedures specified in its solicitation document. This includes:

      i. Failure to correctly apply the standards for reviewing the proposal format requirements.
ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.

iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

b. DPSS made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.

c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

d. Another basis for review as provided by State or federal law; and

4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for DPSS’ alleged failure, the Proposer would have been the highest-scored proposal.

Upon completing the Proposed Contractor Selection Review, the DPSS representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the
manner and timeframe for requesting a review by a County Independent Review (see Subsection 4.37.4.3 below).

4.37.4.3 COUNTY Independent Review Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a COUNTY Independent Review in the manner and timeframe specified by DPSS in DPSS’ written decision regarding the Proposed Contractor Selection Review (see Exhibit D-4 (Transmittal Form to Request a Request for Proposals County Independent Review) of Attachment D (County Ordinances and Policies)).

A request for COUNTY Independent Review may, in COUNTY’s sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a COUNTY Independent Review is a Proposer;

2. The request for a COUNTY Independent Review is submitted timely (i.e., by the date and time specified by DPSS); and

3. The person or entity requesting review by a COUNTY Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from DPSS’ written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Subsection 4.37.4.2 above.
Upon completion of the COUNTY Independent Review, the Panel will forward its report to DPSS, which will provide a copy to Proposer.

4.37.5 Contact/Address for Protest Requests

All requests for review shall be submitted in writing and mailed and/or E-mailed to the contact listed below. Note on the envelope “Solicitation Requirements Review Request”.

Michael A. Preston, Administrative Services Manager II
Los Angeles County Department of Public Social Services
Contract Management Division (CMD), Section III
12900 Crossroads Parkway South – East Bld.
City of Industry, CA 91746
Email address: MichaelAPreston@Dpss.lacounty.gov
Telephone: (562) 908-3049

4.38 Indemnification and Insurance

No contract will be submitted to the Board for execution and no work may be performed by the selected Contractor on a contract unless and until CONTRACTOR has submitted evidence of insurance and at the limit as required by the terms of Subparagraph 16.2 (Insurance) of the Base Agreement of Attachment B (Sample Agreement). Contractor shall also be required to comply with the indemnification provision as required by the terms of Subparagraph 16.1 (Indemnification) of the Base Agreement of Attachment B (Sample Agreement).

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

Proposer shall notify COUNTY of any pending acquisitions/mergers of its company, unless such disclosure is prohibited by Federal or State securities laws. This information shall be provided by
Failure of Proposer to provide this information may eliminate its proposal/bid from any further consideration.

4.40 Transitional Job Opportunities Preference Program

In evaluating proposals, the COUNTY will give preference to businesses that are certified by COUNTY as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c)(3) of the Internal Revenue Service's Code; set forth, under penalty of perjury, such information as requested by COUNTY on either electronic or hard copy forms, along with their application form and three (3) most recent annual tax returns to DPSS with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one (1) year providing transitional job and the related supportive services to program participants; and 3) provides a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.

Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. COUNTY must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with
intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor. To request the Transitional Job Opportunities Preference, Proposer must complete Exhibit C-16 (Transitional Job Opportunities Preference Application) in Attachment C (County Required Forms) and submit it along with all supporting documentation with its proposal.

4.41 Defaulted Property Tax Reduction Program

The prospective Agreement is subject to the requirements of COUNTY’s Defaulted Property Tax Reduction Program (“Defaulted Tax Program”) (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance in Exhibit D-12 (Title 2 Administration Chapter 2.206 Defaulted Property Tax Reduction Program) of Attachment D (County Ordinances and Policies) and the pertinent provisions of the Sample Agreement (Attachment B), Paragraph 72 (CONTRACTOR’s Warranty of Compliance with COUNTY’s Defaulted Property Tax Reduction Program) and Paragraph 73 (Termination for Breach of Warranty to Maintain Compliance with COUNTY’s Defaulted Property Tax Reduction Program) of the Base Agreement of Attachment B (Sample Agreement), both of which are incorporated by reference into and made a part of this RFP.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any resultant Agreement that may be awarded pursuant to this RFP or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the COUNTY’s
Defaulted Property Tax Reduction Program, Exhibit C-17 (Certification of Compliance with the County’s Defaulted Property Tax Reduction Program) in Attachment C (COUNTY Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of any resultant Agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

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

4.42 **SPARTA Program**

A COUNTY program, known as “SPARTA” (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by COUNTY’s insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555, or can access their website directly at www.2sparta.com.

4.43 **Background and Security Investigations**

Background and security investigations of Proposer’s staff may be required at the discretion of the COUNTY as a condition of beginning and continuing Work under any resulting Agreement, as provided for in Subparagraph 3.6 (Background and Security Investigation) of the Base Agreement of Attachment B (Sample Agreement). The cost of background checks is the responsibility of the Proposer.
4.44 Independent Contractor Status
As appropriate, Proposer shall be required to comply with the Independent Contractor Status provision contained in Paragraph 14 of the Base Agreement of Attachment B (Sample Agreement).

4.45 Green Initiatives
Proposer shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. The selected Proposer shall notify COUNTY's Project Manager of its new green initiatives prior to the effective date of the resultant Agreement.
5. **MINIMUM CONTRACTOR QUALIFICATIONS**

5.1 **Requisite Experience**

For purposes of Section 5 (Minimum CONTRACTOR Qualifications), the phrase “substantial automated health and human services system(s)” is defined to mean that each particular system has 5,000 or more users, 25 or more sites, multiple interfaces, and a total project cost of at least $50 million (including design, development, implementation, and operations) and includes eligibility and benefit payment programs.

5.2 **Proposer Qualifications**

Proposer shall meet the following minimum qualifications:

1. In the last five (5) years, Proposer must have participated on a fee-basis in at least one (1) QA consulting engagement for one (1) or more substantial automated health and human services system(s), as defined in Subsection 5.1 (Requisite Experience). For each of these engagements, Proposer must have participated in three (3) or more of the following activities:

   a) Development of an Implementation Advance Planning Document (IAPD) specific to the acquisition of such system, following established state/federal funding participation guidelines;

   b) Performed quality assurance of system development lifecycle (SDLC), including project definition, requirements analysis, design, development, integration, testing, implementation, performance validation, operations, and maintenance of such system;
c) Development of a post implementation evaluation report (known as PIER in California) of such system, following established state/federal funding participation guidelines. Deliverable reviews, alternative analysis, impact analysis, and feasibility studies for such systems;

d) Technical reviews of n-Tier application(s), including SOA-based applications with Web services, and making recommendations on such application(s) of such a system;

e) Monitoring of secure browser-based applications with e-government, including online public assistance application processing;

f) Monitoring of platform-independent, standards based Web applications that interact with other applications using Web services and standardized messaging (e.g., Extensible Markup Language (XML), WSDL, UDDI, SOAP, OASIS); and/or

g) Technical reviews of database design and administration of industry-standard relational database management systems (RDBMS), including Oracle.

5.3 QA Key Staff Qualifications

5.3.1 CONTRACTOR Project Executive

Proposer shall propose a CONTRACTOR Project Executive who shall be responsible for CONTRACTOR’s overall performance of any resultant Agreement and has the authority to commit resources of CONTRACTOR to provide all Work as described in this RFP. The proposed
CONTRACTOR Project Executive must be a full-time employee of CONTRACTOR.

5.3.2 CONTRACTOR Project Manager

Proposer shall propose a CONTRACTOR Project Manager who shall be the primary liaison between COUNTY and CONTRACTOR, responsible for managing all Work described in this RFP.

The proposed CONTRACTOR Project Manager shall have the following minimum qualifications:

1. Be assigned to the LRS project full time, at least forty (40) hours per week, and shall be physically located at the Project Office one hundred percent (100%) of such time, unless other arrangements are approved by the COUNTY Project Director; and

2. In the last five (5) years, must have participated on a fee-basis, at the level of senior consultant or higher, in at least one (1) consulting engagement for one (1) or more substantial automated health and human services system(s) as defined in Subsection 5.1 (Requisite Experience) of the RFP Body. For each of these engagements, the proposed CONTRACTOR Project Manager must have participated in the following activities:

   a) Development of a Planning Advance Planning Document (PAPD) and/or updates, specific to the planning and procurement of such system,
following established state/federal funding participation guidelines;

b) Development of Implementation Advance Planning Documents (IAPD) and updates to such documents specific to the development, implementation, operation, and maintenance of such system, following established state/federal funding participation guidelines;

c) Development of a post implementation evaluation report (known as PIER in California) of such system, following established state/federal funding participation guidelines;

d) Deliverable reviews, alternative analysis, impact analysis, and feasibility studies.

3. Five (5) years of experience, within the last seven (7) years, as a senior consultant or higher working with an automated health and human services system(s) with a minimum database size of ten (10) terabytes (TB). For each of these engagements, this Consultant must have participated in the following:

a) Deliverable reviews, alternative analysis, impact analysis, and feasibility studies;

b) Systems Analysis, design and development;

c) Providing planning, requirements analysis, contract and project management support services;
d) Assisting a County, State, or federal health and human services agency in project planning, task management, stakeholder management, coordination, and functional requirements identification. Experience must include documentation and review of project control documents, interpretation of welfare regulations for implementation, including a project management plan, project schedule and status reports;

e) Formulating and monitoring plans and schedules, determining and controlling costs and ensuring conformance with project requirements, standards, practices, and procedures; and

f) Monitoring service level agreements (SLAs) and other conformance standards, best practices, procedures and project requirements.

4. Must have completed (two) business process analysis, change management and implementation services within the last three (3) years. The experience must include providing documentation and review of project control documents, interpretation of welfare regulations for implementation, including a project management plan, project schedule and status reports.

5. Three (3) or more years of experience, within the last five (5) years, participating in one (1) or more of the following activities:
a) Providing business analysis for one (1) or more SOA-based application(s);

b) Monitoring of secure browser-based applications with e-government, including online public assistance application processing;

c) Technical reviews of presentation layer of browser-based application, including portal or web page design and functionality, for compliance with industry standards and best practices for web development;

d) Validation of workflows in Business Process Management (BPM) engine or BPM modeling tools; and/or

e) Validation of rules tables in business rules management systems or business rules engines.

5.3.3 **Technical Consultant**

Proposer shall propose a Technical Consultant who shall be the technical lead for the development of the Project Work Plan and status reports and shall be responsible for supporting the COUNTY in the planning and coordination of LRS test activities and implementing best practices for testing described in this RFP and in the LRS RFP. The proposed Technical Consultant must have the following minimum qualifications:

1. Be assigned to the LRS project full time, at least forty (40) hours per week, and shall be physically located at the Project Office one hundred percent (100%) of such
time, unless other arrangements are approved by the COUNTY Project Director;

2. One (1) year of experience, within the last three (3) years, developing test approaches for one (1) or more SOA-based application(s) and conducting evaluation of test tools for those application(s);

3. Two (2) years of experience, within the last five (5) years, designing, developing, implementing, managing, operating, supporting, and modifying software and/or enhancements of browser-based information systems;

4. Completed one (1) consulting engagement for one (1) or more systems with a minimum database size of ten (10) terabytes (TB) within the last five (5) years, and performed:

   a) A quality assurance of system development lifecycle (SDLC), including project definition, requirements analysis, design, development, integration, testing, implementation, performance validation, operations, and maintenance of such system; and

   b) Deliverable reviews, alternative analysis, impact analysis, and feasibility studies for such systems.

5. One (1) year of experience, within the last (3) years, assessing information technology solution(s) for compliance with the Medicaid Information Technology Architecture (MITA) or comparable national standards;

6. Two (2) years of experience, within the last five (5) years, monitoring SLAs and other performance standards, best
practices, procedures, and project requirements for one (1) or more browser-based system(s);

7. Two (2) years of experience, within the last five (5) years, administering automated test tools, authoring test scenarios, and creating and executing test scripts for one (1) or more browser-based system(s); and

8. Two (2) years of experience, within the last five (5) years, as a technical manager for enterprise systems similar in scope and complexity of the LRS.

9. Two (2) years of experience, within the last five (5) years, as a Technical Quality Assurance Consultant performing one (1) or more of the following activities:
   a) Monitoring of secure browser-based applications with e-government, including online public assistance application processing;
   b) Monitoring of platform-independent, standards based Web applications that interact with other applications using Web services and standardized messaging (e.g., Extensible Markup Language (XML), WSDL, UDDI, SOAP, OASIS);
   c) Technical reviews of database design and administration of industry-standard relational database management systems (RDBMS), including Oracle;
   d) Technical reviews of application source code, including Java, for compliance with industry standards and best practices for software development; and

10. Must have a Bachelor's degree in Computer Science, Information Systems, or Systems Engineering. (Submit copy of certification with Proposal.

5.3.4 Business Process Consultant

Proposer shall propose a Business Process Consultant who shall be responsible for supporting the COUNTY in planning and coordination of LRS business process changes, change management, and implementation activities described in this RFP.

The proposed Business Process Consultant must have the following minimum qualifications:

1. Be assigned to the LRS project full time, at least forty (40) hours per week, and shall be physically located at the Project Office one hundred percent (100%) of such time, unless other arrangements are approved by the COUNTY Project Director;

2. Five (5) or more years experience, within the last ten (10) years, providing business process analysis, change management, and implementation services, at the level of Senior Consultant or higher, for one (1) or more substantial automated health and human services system(s), as defined in Subsection 5.1 (Requisite Experience);

3. Five (5) or more years experience, within the last ten (10) years, participating in the design, development, and/or
implementation of one (1) or more substantial automated health and human services system(s), as defined in Subsection 5.1 (Requisite Experience); 

4. Five (5) or more years experience, within the last ten (10) years, working with federal, state, and local government agencies, to interpret and implement welfare regulations; 

5. In the last five (5) years, the proposed Business Process Consultant must have participated on fee-basis in one (1) or more of the following activities:

   a) Providing business analysis for one (1) or more SOA-based application(s).

   b) Monitoring of secure browser-based applications with e-government, including online public assistance application processing.

   c) Technical reviews of presentation layer of browser-based application, including portal or web page design and functionality, for compliance with industry standards and best practices for web development.

   d) Validation of workflows in Business Process Management (BPM) engine or BPM modeling tools.

   e) Validation of rules tables in business rules management systems or business rules engines.
5.3.5 Testing Consultant

Proposer shall propose a Testing Consultant who shall be responsible for supporting the COUNTY in planning and coordination of all LRS testing, including User Acceptance Testing (UAT) activities described in this RFP and in the LRS RFP. The proposed Testing Consultant must have the following minimum qualifications:

1. Be assigned to the LRS project full time, at least forty (40) hours per week, and shall be physically located at the Project Office one hundred percent (100%) of such time, unless other arrangements are approved by the COUNTY Project Director.

2. Five (5) or more years experience, within the last ten (10) years, developing and implementing integrated application policies and procedures, including unit testing, system testing, acceptance testing, and regression testing, for one (1) or more substantial automated health and human services system(s), as defined in Subsection 5.1 (Requisite Experience).

3. Five (5) or more years experience, within the last ten (10) years, monitoring and providing technical system application testing oversight for at least five (5) test analysts for one (1) or more substantial automated health and human services system(s), as defined in Subsection 5.1 (Requisite Experience).

4. Five (5) or more years experience, within the last ten (10) years, administering automated test tools, authoring test scenarios, and creating and executing
test scripts for one (1) or more substantial automated health and human services system(s), as defined in Subsection 5.1 (Requisite Experience).

5. Five (5) or more years experience, within the last ten (10) years, formulating test methodology, training, and monitoring test teams for UAT for one (1) or more substantial automated health and human services system(s), as defined in Subsection 5.1 (Requisite Experience).

6. In the last five (5) years, the proposed Testing Consultant must have participated on a fee-basis in one (1) or more of the following activities:
   
a) Technical reviews of n-Tier applications, including SOA-based application(s) with Web-services, and making recommendations on such application(s) of such a system.

   b) Monitoring of secure browser-based applications with e-government, including online public assistance application processing.

   c) Validation of workflows in Business Process Management (BPM) engine or BPM modeling tools.

   d) Validation of rules tables in business rules management systems or business rules engines.

5.3.6 **Other CONTRACTOR Staff**

CONTRACTOR shall be responsible for the overall performance of any resultant Agreement and shall commit
the necessary other staff and other resources to provide all Work as described in this RFP. CONTRACTOR shall be responsible for employing a methodology for staff management that facilitates a productive working relationship with COUNTY staff and LRS Contractor's staff and progresses towards Work completion.
6. **PROPOSAL REQUIREMENTS**

Preparing responses to solicitations for performing Work for COUNTY requires thoroughness, an ability to perceive all the details necessary to perform the required Work, and an evaluation of the personnel requirements and overhead costs for performing any resultant Agreement. When responding, Proposers should make sure that they have responded to all elements of the RFP as specified in this Section 6. Inadequate, incomplete, or otherwise non-responsive proposals may result in disqualification or elimination as determined by COUNTY.

6.1 **Acceptance of Terms and Conditions**

Each Proposer understands and agrees that submission of proposals in response to this RFP constitutes acknowledgement and acceptance of, and willingness to comply with, all terms and conditions of this RFP, including all Addenda to the RFP.

6.2 **Confidentiality**

Proposer shall maintain the confidentiality of all records obtained from COUNTY under this RFP in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines, rules, policies and procedures relating to confidentiality.

6.3 **County Responsibility**

COUNTY is not responsible for representations made by any of its officers or employees prior to the execution of the resultant Agreement unless such understanding or representation is included in the resultant Agreement for this RFP.

6.4 **Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements or altered published RFP documents, including response document, in connection with a proposal shall be
sufficient cause for rejection of the proposal at any time. The evaluation and determination in this area shall be in COUNTY’s sole judgment.

6.5 Proposal Preparation Instructions

The RFP should be read carefully giving consideration to all of the Work requirements, including all equipment and supplies. All required documents, such as references, information on specified forms, and resumes, must be provided. Responses to this RFP must be made according to the instructions contained in this Section 6, both for content and sequence. Failure to adhere to these instructions may be cause for rejection of the proposal, as determined by COUNTY. No correction or resubmission shall be accepted after the proposal submission deadline.

6.6 CONTRACTOR

COUNTY will only accept a vendor proposal with the strict understanding that a Contractor is identified, and will act as the sole party legally, financially, and operationally responsible for all vendor-provided Work described in this RFP. One (1) consolidated response with all price items included in the Price Proposal must be submitted.

6.7 Proposal Submission

Proposer shall submit the following:

- The original hardcopy Business Proposal which shall contain all documents containing original signatures; and
- two (2) softcopies on CD media in the latest version of Microsoft (MS) Office; and five (5) hard copies; and
- the entire Proposal shall be enclosed in a sealed envelope(s) or box(s), plainly marked in the upper left-hand
corner with the name and address of the Proposer and bear the words:

"BUSINESS PROPOSAL FOR LRS QA SERVICES, #BCTS 14-501"

- The original Management Proposal; two (2) softcopies on CD media in the latest version of Microsoft (MS) Office; and five (5) hard copies must be submitted in a separate sealed package, plainly marked in the upper left hand corner with the name and address of the Proposer and bear the words:

"MANAGEMENT PROPOSAL FOR LRS QA SERVICES, #BCTS 14-501"

- The original Price Proposal; two (2) softcopies on CD media in the latest version of Microsoft (MS) Office; and two (2) hard copies must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"PRICE PROPOSAL FOR LRS QA SERVICES, #BCTS 14-501"

- A redacted hard-copy of the entire Proposal submission, which includes the Business Proposal, Management Proposal and Price Proposal, and one (1) electronic copy of the same in searchable Adobe PDF format. The redacted Proposal submission shall be submitted with all confidential, proprietary and trade secret information redacted in compliance with Section 4.11 (Notice to Proposers Regarding the Public
Records Act). The Proposer must specifically redact only those parts of the Proposal that are actually trade secrets, confidential, or proprietary in nature. As described in Section 4.11, blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the Proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable. The redacted Proposal submission must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"REDACTED PROPOSAL SUBMISSION FOR LRS QA SERVICES, #BCTS 14-501"

If all hardcopies of each category cannot be packaged in one (1) sealed container, then multiple sealed containers may be used. However, each container shall only contain copies for the same category.

Proposer shall organize its proposal in each of the above categories in the order shown above and shall organize the requested information under the specific section titles as defined in this Section 6. Each volume shall contain a hard or soft cover.

**Cover and Title Page Requirements**

The cover of each volume must state the exact name of the project as shown on the front of this RFP, the project number as shown in the RFP Cover Letter, the proposal copy number (Original or Copy (n) as appropriate), and name of the volume (i.e., Business Proposal, Management Proposal, or Price Proposal). In addition,
each volume must contain a title page, which replicates the information from the cover and includes date of submission.

No pricing information shall be included in either the Proposer’s Business Proposal or Management Proposal.

Any material received that does not indicate RFP-related contents as described above will be opened as general mail which may result in a delay in COUNTY’s receipt of the proposal and, subsequently, disqualification of the proposal as untimely. Failure to clearly mark a proposal as described above may also cause the inadvertent disclosure of the proposal’s content.

Only one (1) proposal per individual, partnership, limited liability company, corporation, or association under the same or different names shall be submitted.

PROPOSALS MUST BE RECEIVED BY THE COUNTY AT THE ADDRESS SET FORTH BELOW:

Peggy Heeb, Administrative Services Manager III
Los Angeles County Department of Public Social Services
Contract Management Division (CMD), Section III
12820 Crossroads Parkway South – West Bld.
City of Industry, CA 91746
Email address: PeggyHeeb@Dpss.lacounty.gov
Telephone: (562) 908-6077

BY THE DATE AND TIME SET FORTH IN SUBSECTION 1.3 (SCHEDULE OF EVENTS). NO PROPOSAL WILL BE ACCEPTED AFTER THAT TIME. IT IS THE SOLE RESPONSIBILITY OF PROPOSER TO ASSURE THAT ITS PROPOSAL IS RECEIVED. PROPOSER SHALL BEAR ALL RISKS ASSOCIATED WITH DELAYS IN THE UNITED STATES POSTAL SERVICE OR OTHER DELIVERY SERVICE. NO
FACSIMILE (FAX) COPIES OR ELECTRONIC MAIL (EMAIL) COPIES SHALL BE ACCEPTED.

All proposals shall be firm offers and may not be withdrawn for a period of Three Hundred and Sixty Five (365) days following the last day to submit proposals.

The following is the required content and sequence for all proposals:

**Business Proposal**

1. Cover (see this Subsection (6.7)
2. Title Page (see this Subsection 6.7)
3. Table of Contents (Proposal Section 1)
4. Letter of Transmittal (Proposal Section 2)
5. Minimum CONTRACTOR Qualifications (Proposal Section 3)
6. Proposer Background, Financial Stability, and Performance History (Proposal Section 4)
7. Insurance Requirements (Proposal Section 5)
8. Willingness to Provide Other Information (Proposal Section 6)
9. Acceptance of Terms and Conditions (Proposal Section 7)
10. Price Guarantee (Proposal Section 8)
11. Compliance with Applicable Law (Proposal Section 9)
12. Proposer’s Green Initiatives (Proposal Section 10)
13. COUNTY Required Forms (Proposal Section 11)
14. Exceptions to Attachment B (Sample Agreement) (Proposal Section 12)
15. Certification of Compliance (Proposal Section 13)
**Management Proposal**

1. Cover (see this Subsection 6.7)
2. Title Page (see this Subsection 6.7)
3. Table of Contents (Proposal Section 14)
4. Executive Summary (Proposal Section 15)
5. Management Response (Proposal Section 16)
   a) Proposer Background, Capabilities, and Experience
   b) Proposed QA Key Staff
   c) Proposed Other CONTRACTOR Staff
6. Project Management Approach (Proposal Section 17)
   a) Approach to Phase 1
      (Design/Development/Implementation Phase) (Proposal Section 17A)
   b) Approach to Phase 2 (Performance Verification Phase) (Proposal Section 17B)
   c) Approach to Phase 3 (Operational Phase) (Proposal Section 17C)
7. Appendices (Proposal Section 18)

**Price Proposal**

1. Cover (see this Subsection 6.7)
2. Title Page (see this Subsection 6.7)
3. Table of Contents (Proposal Section 19)
4. Pricing Schedule Forms (Proposal Section 20)

6.8 **Error Corrections Requirement**

If Proposer realizes, before the proposal submission deadline, that the submitted proposal contains one (1) or more errors, Proposer
may request in writing that the proposal be withdrawn. If there are one (1) or more errors, Proposer may resubmit another proposal with each error corrected up to the proposal submission deadline. Once the proposal submission deadline has passed, all proposals shall stand as written.

In addition, if COUNTY determines at any time that there are one (1) or more obvious errors (e.g., clerical or arithmetic errors) in any submitted proposal, COUNTY, in its sole discretion, may request in writing that the particular Proposer submit a written correction of the applicable portions of its proposal within a COUNTY-specified time period and in compliance with all COUNTY instructions as set forth in the request, including regarding content and format. Proposer understands and agrees that any such correction shall be limited to correcting the errors identified by COUNTY, shall comply with all COUNTY instructions as set forth in the request, and shall be considered part of the proposal for all purposes, including proposal evaluation. If Proposer fails to submit such correction within the COUNTY-specified time period, the proposal shall stand as written.

6.9 CONTRACTOR Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreements

All personnel of the selected CONTRACTOR will be required to sign a Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement found in Exhibit C (CONTRACTOR Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) of Attachment B (Sample Agreement).

6.10 Business Proposal

The Business Proposal shall contain the following:
1. Cover (see Subsection 6.7 (Proposal Submission))
2. Title Page (see Subsection 6.7 (Proposal Submission))
3. Table of Contents (Proposal Section 1)
4. Letter of Transmittal (Proposal Section 2)
5. Minimum CONTRACTOR Qualifications (Proposal Section 3)
6. Proposer Background, Financial Stability and Performance History (Proposal Section 4)
7. Insurance Requirements (Proposal Section 5)
8. Willingness to Provide Other Information (Proposal Section 6)
9. Acceptance of Terms and Conditions (Proposal Section 7)
10. Price Guarantee (Proposal Section 8)
11. Compliance with Applicable Law (Proposal Section 9)
12. Proposer's Green Initiatives (Proposal Section 10)
13. COUNTY Required Forms (Proposal Section 11)
14. Exceptions to Attachment B (Sample Agreement) (Proposal Section 12)
15. Certification of Compliance (Proposal Section 13)

6.10.1 Table of Contents (Proposal Section 1)
This section of the proposal shall be entitled “Table of Contents,” and shall contain a table of contents showing all content of the entire proposal and how the entire proposal is organized, using a numeric decimal outline format such as used in this RFP.

6.10.2 Letter of Transmittal (Proposal Section 2)
This section of the proposal shall be entitled “Letter of Transmittal,” and shall contain a letter of transmittal, printed
on Proposer’s stationary with a maximum of two (2) pages. The letter must include the following:

1. Proposer’s name and address, and the name, title, address, telephone number, fax number, and email address of the person authorized to represent the Proposer during negotiations.

2. A statement that the Proposer understands and agrees that its submission of a proposal constitutes an acknowledgment and acceptance of, and a willingness to comply with, all the terms and conditions of this RFP and any RFP Addenda thereto.

3. A statement that the Proposer has received and reviewed all of the RFP Addenda through the most current issued Addenda No. ____.

4. A statement confirming that Proposer is qualified to do business in California and providing its corporate or limited liability company charter number.

5. The Proposer’s federal tax identification number.

The letter must describe Proposer’s legal form (e.g., corporation, partnership, etc.).

The Letter of Transmittal must be executed by: (i) an owner, if Proposer is a sole proprietorship; (ii) an authorized officer (preferably with corporate seal attached), if Proposer is a corporation; (iii) an authorized general partner, if Proposer is a general or limited partnership; or (iv) the manager or a managing member, if Proposer is a limited liability company. Proposals
signed by an agent other than the above, must include a power of attorney authorizing the signature. In addition, all persons signing on behalf of the Proposer are required to warrant that they are authorized to sign for and on behalf of the Proposer. Otherwise, the proposal shall be rejected as irregular, as determined in the sole judgment of COUNTY.

6.10.3 Minimum CONTRACTOR Qualifications (Proposal Section 3)

This section of the proposal shall be entitled “Minimum CONTRACTOR Qualifications,” and shall include the Minimum Qualifications Matrix Forms in Attachment E (Proposer Response Forms) showing how Proposer and each proposed QA Key Staff meets the required minimum qualifications and experience set forth in Section 5 (Minimum CONTRACTOR Qualifications).

6.10.4 Proposer Background, Financial Stability and Performance History (Proposal Section 4)

This section of the proposal shall be entitled “Proposer Background, Financial Stability, and Performance History,” and shall include information regarding Proposer’s background, financial stability, and performance history.

6.10.4.1 Proposer Background

Proposer shall provide the following information regarding its background:

1. The number of years the Proposer has been in business under the present business name, as well as prior related business name(s).
2. Proof of or application for authority to conduct business in the State of California.

3. Nature of licenses held by Proposer (e.g., accreditation, licensor).

4. Names and addresses of persons and/or business entities with whom Proposer has been associated in business as partners or business associates in the last four (4) years.

5. Names of business entities with whom the Proposer has ownership interests or joint venture interests.

6. Names and addresses of persons and/or business entities which own more than a five percent (5%) equity interest in Proposer.

6.10.4.2 Proposer Financial Stability

Proposer shall provide adequate documentation on the financial status to demonstrate that the Proposer will continue in business through the term of any resultant Agreement and can finance the costs of all personnel and other Work. Proposer shall, at a minimum, provide the following:

1. Copies of the Proposer’s last 3 years audited financial statements for fiscal years 2010, 2011, and 2012, prepared in compliance with Generally Accepted Accounting Principles (GAAP). If audited financial statements are not available, COUNTY may at its sole discretion accept other financial
statements or documents that demonstrate Proposer’s financial stability, such as:

a. Form 10-K or Annual Report;

b. Statement of income and related earnings;

c. Statement of Changes in financial position;

d. Letter from the bidder’s banking institution; or

e. Statement from a certified public accounting firm.

Income tax returns shall not be accepted to meet these requirements. Financial statements will be kept confidential if so stamped on each page.

2. List of each potential financial commitment and any pending or, to the best knowledge of Proposer, threatened litigation including, where appropriate, an opinion by Proposer’s counsel as to the likelihood that the commitment, or a liability resulting from litigation will materialize and an estimate of the dollar value of the commitment/liability. Proposer shall also comment on whether any potential financial commitments and pending or threatened litigation will adversely affect the Proposer’s ability to perform any resultant Agreement.

If Proposer is a subsidiary of another entity, Proposer shall provide the information set forth in items 1 and 2 above for its parent entity.
6.10.4.3 Proposer Performance History

Proposer shall provide the following information regarding its performance history:

1. A list of all contracts terminated prior to the intended expiration date within the last five (5) years with a reason for termination by completing and submitting the Prospective Contractor List of Terminated Contracts found in Exhibit C-4 (Prospective Contractor List of Terminated Contracts) of Attachment C (COUNTY Required Forms). In addition, for each listed terminated contract, Proposer shall complete the Proposer Release Form found in Exhibit C-11 (Proposer Release Form) of Attachment C (COUNTY Required Forms). Proposer shall include completed Exhibit C-4 (Prospective Contractor List of Terminated Contracts) and Exhibit C-11 (Proposer Release Form), both found in Attachment C (COUNTY Required Forms), to be included in Proposal Section 11 (COUNTY Required Forms).

2. A listing of all debarments, disclosing if it has been debarred from any public or private entity anywhere within the United States of America. If there have been no debarments, a statement to that effect must be made.

3. A statement describing the size, scope, subject, and potential liability amount of any pending or, to
Proposer’s best knowledge, any threatened litigation against Proposer, or any of its affiliated entities or principals, including name, case, and court jurisdiction in which Proposer or any of its affiliated entities, or principals, is a party named, and any judgments made or defaults entered against Proposer, in the last five (5) years.

4. A detailed list of any failure or refusal to complete any contract, including contract name, Proposer’s role (i.e., prime or subcontractor), and reason for failure or refusal. In addition, for each listed contract, Proposer shall complete the Proposer Release Form found in Exhibit C-11 (Proposer Release Form) of Attachment C (COUNTY Required Forms). Proposer shall include completed Exhibit C-11 (Proposer Release Form) of Attachment C (COUNTY Required Forms) to be included in Proposal Section 11 (COUNTY Required Forms).

5. A detailed list of all liquidated damages assessed against Proposer in the last five (5) years, including contract name, contract agency, type of work, reason for assessment of liquidated damages, and amount assessed. In addition, for each listed contract, Proposer shall complete the Proposer Release Form found in Exhibit C-11 (Proposer Release Form) of Attachment C (COUNTY Required Forms). Proposer shall
include completed Exhibit C-11 (Proposer Release Form) of Attachment C (COUNTY Required Forms) in Proposal Section 11 (COUNTY Required Forms).

6. A detailed list of each current contract, and each contract within the last five (5) years, related to health and human services systems by completing and submitting the Prospective List of Contracts found in Exhibit C-3 (Prospective Contractor List of Contracts) of Attachment C (COUNTY Required Forms). In addition, for each listed contract, Proposer shall complete the Proposer Release Form found in Exhibit C-11 (Proposer Release Form) of Attachment C (COUNTY Required Forms). Proposer shall include completed Exhibit C-11 (Proposer Release Form) of Attachment C (COUNTY Required Forms) to be included in Proposal Section 11 (COUNTY Required Forms).

7. A detailed list of each current contract, and each contract with COUNTY in the last five (5) years by completing and submitting the Prospective Contractor References found in Exhibit C-2 (Prospective Contractor References) of Attachment C (COUNTY Required Forms). In addition, for each listed contract, Proposer shall complete the Proposer Release Form found in Exhibit C-11 (Proposer Release Form) of Attachment C (COUNTY Required Forms).
Proposer shall include completed Exhibit C-11 (Proposer Release Form) of Attachment C (COUNTY Required Forms) to be included in Proposal Section 11 (COUNTY Required Forms).

6.10.5 Insurance Requirements (Proposal Section 5)
This section shall be entitled “Insurance Requirements,” and shall include a copy of Proposer’s current certificates of insurance. Proposer shall also include a statement that it will comply with and meet all insurance requirements listed in Subparagraph 16.2 (Insurance) of the Base Agreement of Attachment B (Sample Agreement).

6.10.6 Willingness to Provide Other Information (Proposal Section 6)
This section of the proposal shall be entitled “Willingness to Provide Other Information,” and shall include a statement as to Proposer’s willingness to provide COUNTY with any other information COUNTY determines is necessary for an accurate determination of the Proposer’s qualifications to perform all Work under any resultant Agreement.

6.10.7 Acceptance of Terms and Conditions (Proposal Section 7)
This section of the proposal shall be entitled "Acceptance of Terms and Conditions," and shall include a statement affirming Proposer's acknowledgment and acceptance of, and a willingness to comply with, all of the terms and conditions of this RFP and any RFP Addenda.
6.10.8 Price Guarantee (Proposal Section 8)
This section of the proposal shall be entitled “Price Guarantee,” and shall contain a statement that the Proposer shall assume full financial liability and responsibility for staying within the Total Maximum Contract Sum of its proposal and the maximum price of each component of its proposal, as shown in Attachment F (Pricing Schedule Forms) of this RFP, for the duration of any resultant Agreement. Price quotation shall remain firm and fixed for 1 (one) year.

6.10.9 Compliance with Applicable Law (Proposal Section 9)
This section of the proposal shall be entitled "Compliance with Applicable Law," and shall contain a statement that during the term of any resultant Agreement, the Proposer shall comply with all applicable federal, State, and local laws, regulations, ordinances, rules, guidelines, directives, policies, and procedures, and other provisions set forth in this RFP.

6.10.10 Proposer's Green Initiatives (Proposal Section 10)
Present a description of proposed plan for complying with the green requirements as described in Section 3.1.3 Subtask 1.3 (Ongoing Project Administration) of Attachment A (Statement of Work). Describe your firm’s current environmental policies and practices and those proposed to be implemented.

6.10.11 COUNTY Required Forms (Proposal Section 11)
This section of the proposal shall be entitled “COUNTY Required Forms,” and shall contain the following forms found
in Attachment C (COUNTY Required Forms) which shall be completed by Proposer and signed and dated where applicable:

1. Proposer’s Organization Questionnaire/Affidavit;
2. Prospective CONTRACTOR References;
3. Prospective CONTRACTOR List of Contracts;
4. Prospective CONTRACTOR List of Terminated Contracts;
5. Certification of No Conflict of Interest;
6. Familiarity with the County Lobbyist Ordinance Certification;
7. Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information;
8. Proposer’s Equal Employment Opportunity (EEO) Certification;
9. Attestation of Willingness to Consider GAIN/GROW Participants;
10. County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception;
11. Proposer Release Form;
12. Client List and Release Form;
13. Certification of Independent Price Determination & Acknowledgement of RFP Restrictions;
14. Charitable Contributions Certification;
15. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76);

16. Transitional Job Opportunities Preference Application; and

17. Certification of Compliance with the COUNTY’s Defaulted Property Tax Reduction Program.


6.10.12 Exceptions to Attachment B (Sample Agreement) (Proposal Section 12)

This section of the proposal shall be entitled, “Exceptions to Attachment B (Sample Agreement),” and shall fully and clearly state any and all exceptions to Attachment B (Sample Agreement). Exceptions are limited to the Base Agreement and not to any exhibits and attachments to the Base Agreement. If there are no exceptions, a statement to that effect must be made. If one (1) or more exceptions are taken, then for each such exception, the Proposer must:

a. identify the specific paragraph or subparagraph by number and, if applicable, title;

b. provide the reason for the exception; and

c. provide suggested substitute language or the request that a specific paragraph or subparagraph be deleted in its entirety.

Any Proposer which fails to make exceptions as described in this Subsection 6.10.12, shall be barred from later making such exceptions, including during any contract negotiations.
Notwithstanding the inclusion of exceptions as a section of the Business Proposal, COUNTY reserves the right to determine, at any time during the proposal evaluation process and during contract negotiations, if a Proposer's exceptions are material enough to deem the entire proposal non-responsive and not subject to further consideration. COUNTY additionally reserves the right to make any changes at any time to the Agreement and/or to Attachment A (Statement of Work) and/or any other Agreement Exhibit at its sole discretion. Proposers are further advised that COUNTY, in its sole discretion, may disqualify any Proposer with whom COUNTY cannot negotiate an Agreement acceptable to COUNTY.

6.10.13 Certification of Compliance (Proposal Section 13)

This section of the proposal shall be entitled “Certification of Compliance,” and shall contain the following paragraph:

“I hereby certify that the contents of this proposal, including, without limitation, the Price Proposal, are in full compliance with all of the requirements of the Request for Proposals for Quality Assurance (QA) Services for the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) Replacement System (LRS) Project, including, without limitation in any resulting Addenda, the terms and conditions of Attachment B (Sample Agreement) for Quality Assurance (QA) Services for the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) Replacement System (LRS) Project, without any exceptions, expressed or implied, except for
those exceptions expressly listed and explained in Subsection 6.10.12 (Exceptions to Attachment B (Sample Agreement) (Proposal Section 12)) of this proposal. This proposal is an irrevocable offer which shall remain in full force and effect until and including the date the Board approves any resultant Agreement or the date COUNTY determines to cancel this RFP, whichever occurs earlier.”

The statement must be executed by:

a. an owner, if Proposer is a sole proprietorship;

b. an authorized officer (preferably with corporate seal attached), if Proposer is a corporation;

c. an authorized general partner, if Proposer is a general or limited partnership; or

d. a manager or a managing member, if Proposer is a limited liability company.

Proposals signed by an agent other than the above, must include a power of attorney authorizing the signature. In addition, all persons signing on behalf of the Proposer are required to warrant that they are authorized to sign for and on behalf of the Proposer. Otherwise, the proposal shall be rejected.

6.11 Management Proposal

The Management Proposal shall contain the following:

1. Cover (see Subsection 6.7 (Proposal Submission))

2. Title Page (see Subsection 6.7 (Proposal Submission))

3. Table of Contents (Proposal Section 14)
4. Executive Summary (Proposal Section 15)
5. Management Response (Proposal Section 16)
6. Project Management Approach (Proposal Section 17)
7. Appendices (Proposal Section 18)

6.11.1 Table of Contents (Proposal Section 14)
This section of the proposal shall be entitled “Table of Contents,” and shall contain a table of contents showing all contents of the Management Proposal, using a numeric decimal outline format such as used in this RFP.

6.11.2 Executive Summary (Proposal Section 15)
This section of the proposal shall be entitled “Executive Summary,” and shall contain the Executive Summary which shall condense and highlight the contents of the Management Proposal in such a way as to provide COUNTY with a broad understanding of the proposal. While no specific format need be followed, the summary must include salient and significant points using no highly technical terms. It must be brief and concise, not to exceed five (5) pages, including all text and any accompanying diagrams. The Proposer shall not mention or refer to price in its Management Proposal. Any Management Proposal mentioning or referencing price information shall result in the rejection of the entire proposal.

6.11.3 Management Response (Proposal Section 16)
This section of the proposal shall be entitled “Management Response,” and shall contain the following:

a. Proposer Background, Capabilities, and Experience
b. Proposed QA Key Staff

c. Proposed Other CONTRACTOR Staff

6.11.3.1 Proposer Background, Capabilities, and Experience

The Proposer shall submit the following information in order to enable COUNTY to evaluate fully its qualifications to undertake and complete the Work and requirements specified in this RFP.

- Background and Capabilities

Proposer shall provide details of the background and capabilities to include:

1. Date Proposer was established;

2. Statement whether Proposer/ is a public or private firm. If private, list (i) whether a corporation, partnership, limited liability company, sole proprietorship, or combination thereof, and (ii) the names of the members of the board of directors or other governing body. If public, list the names of the members of the board of directors or other governing body;

3. Primary business;

4. Total number of employees; and

5. Number of personnel engaged in providing QA Work for computer systems design, development, implementation, management, and operations.
• **Summary Experience**

Proposers shall complete the Proposers Experience Matrix Form in Attachment E (Proposer Response Forms) listing experience relevant to this RFP within the last five (5) years by categories and area shown. Proposer’s experience must be shown on separate Proposers Experience Matrix Forms. The Proposer shall include the completed Proposers Experience Matrix Form(s) as an appendix to its Management Proposal in Proposal Section 18 (Appendices)

**Detailed Experience**

Proposer shall provide at least one (1) project description, which demonstrates the Proposer’s experience with providing QA Work including: project definition, requirements analysis, planning, design, development, integration, testing, implementation, performance validation operations, and maintenance, of at least one (1) substantial automated health and human service system(s), as defined in Subsection 5.1 (Requisite Experience).

Each project description must include the following:

1. Customer, project name, and reference individual along with address, telephone number, and email address;

2. Time period of the project, including start date, original scheduled completion date, and actual contract completion date;
3. Approximate total contract price to include the original estimate of the price, the actual price, and an explanation of any variance;

4. Proposer’s role;

5. Proposer’s responsibilities and Work performed; and

6. A narrative description, including purpose of the project, scope of the project, size of the project (e.g., lines of code, number of users), and technologies utilized.

In addition, Proposer shall complete the Proposer Release Form found in Exhibit C-11 (Proposer Release Form) of Attachment C (COUNTY Required Forms). Proposer shall include completed Exhibit C-11 (Proposer Release Form) of Attachment C (COUNTY Required Forms) in Proposal Section 18 (Appendices).

6.11.3.2 Proposed QA Key Staff

The basic requirements for the proposed QA Key Staff are set forth in Section 5 (Minimum CONTRACTOR Qualifications). The Proposer must provide a short narrative of the qualifications and experience for each proposed QA Key Staff. The Proposer shall include resumes for all proposed QA Key Staff as an appendix to its Management Proposal in Proposal Section 18 (Appendices).
[NOTICE TO RFP PROPOSERS: Any replacement of QA Key Staff shall be required to meet all qualifications and experience as set forth in Section 5 (Minimum CONTRACTOR Qualifications) Proposed Other CONTRACTOR Staff

6.11.3.3 Proposed Other Staff

The Proposer must provide a short narrative of the qualifications and experience for each proposed Other CONTRACTOR Staff. The Proposer shall include resumes for all proposed Other CONTRACTOR Staff as an appendix to its Management Proposal in Proposal Section 18 (Appendices).

6.11.4 QA Project Management Approach for LRS Deliverables (Proposal Section 17)

- Approach to Phase 1
  (Design/Development/Implementation Phase) (Proposal Section 17A)
- Approach to Phase 2
  (Performance Verification Phase) (Proposal Section 17B)
- Approach to Phase 3
  (Operational Phase) (Proposal Section 17C)

6.11.4.1 APPROACH TO PHASE 1
(DESIGN/DEVELOPMENT/IMPLEMENTATION PHASE) (PROPOSAL SECTION 17A)

The Proposer shall provide the following:

1. A detailed description of its approach to providing all Work described in this RFP for
Phase 1 (Design/Development/Implementation Phase).

2. A proposed Quality Assurance Project Management Plan (QA PMP), which includes a detailed description of all tasks, subtasks, deliverables, and other goods and services necessary for providing all Work described in this RFP for Phase 1 (Design/Development/Implementation Phase).

3. A proposed Project Work Plan, which includes a detailed description of all tasks, subtasks, deliverables, and other goods and services necessary for providing all Work described in this RFP for Phase 1 (Design/Development/Implementation Phase).

[NOTICE TO RFP PROPOSERS: This proposed QA PMP and updated Project Work Plan shall be revised under Subtask 1.1 (QA Project Planning) and Deliverable 1.1.1 A (Updated Quality Assurance Project Management Plan (QA PMP)) and Deliverable 1.1.1 B (Updated Project Work Plan) of Exhibit A (Statement of Work) of any resultant Agreement.]

4. Supporting documentation that will further explain the Proposer’s approach and its associated benefits for Phase 1 (Design/Development/Implementation Phase). Include only such materials as necessary to
ensure an accurate understanding of the proposed approach. Do not include marketing brochures or unrelated material in this section.

5. A detailed description of its approach to smoothly transition the Work in progress from any ITSSMA Consultants that are providing QA services for the LRS Project.

6.11.4.2 Approach to Phase 2 (Performance Verification Phase) (Proposal Section 17B)

The Proposer shall provide the following:

1. A proposed QA PMP, and Project Work Plan which includes a detailed description of all tasks, subtasks, deliverables, and other goods and services necessary for providing all Work for Phase 2 (Performance Verification Phase); and

[NOTICE TO RFP PROPOSERS: This proposed QA PMP and updated Project Work Plan shall be revised under Subtask 1.1 (QA Project Planning) and Deliverable 1.1.1 A (Updated Quality Assurance Project Management Plan (QA PMP)) and Deliverable 1.1.1 B (Updated Project Work Plan) of Exhibit A (Statement of Work) of any resultant Agreement.]

6.11.4.3 Approach to Phase 3 (Operational Phase) (Proposal Section 17C)

The Proposer shall provide the following:
1. A detailed description of its approach to providing all Work described in this RFP for Phase 3 (Operational Phase);

2. A proposed QA PMP, and Project Work Plan which includes a detailed description of all tasks, subtasks, deliverables, and other goods and services necessary for providing all Work for Phase 3 (Operational Phase); and

[NOTICE TO RFP PROPOSERS: This proposed QA PMP and updated Project Work Plan shall be revised under Subtask 1.1 (QA Project Planning) and Deliverable 1.1.1 A (Updated Quality Assurance Project Management Plan (QA PMP)) and Deliverable 1.1.1 B (Updated Project Work Plan) of Exhibit A (Statement of Work) of any resultant Agreement.]

3. Supporting documentation that will further explain the Proposer’s approach and its associated benefits for Phase 3 (Operational Phase). Include only such materials as necessary to ensure an accurate understanding of the proposed approach. Do not include marketing brochures or unrelated material in this section.

6.11.5 Appendices (Proposal Section 18)

This section of the proposal shall be entitled “Appendices,” and shall contain the following:
1. The completed Proposer Minimum Qualifications Matrix Form(s) (see Subsection 6.11.3.1 (Proposer Background, Capabilities, and Experience)); and

2. The completed Exhibit C-11 (Proposer Release Forms) (see Subsection 6.11.3.1 (Proposer Background, Capabilities, and Experience)); and

3. The resumes for the proposed QA Key Staff (see Subsection 6.11.3.2 (Proposed QA Key Staff)); and

4. The resumes for the proposed Other CONTRACTOR Staff (see Subsection 6.11.3.3 (Proposed Other CONTRACTOR Staff)).

6.12 Price Proposal

The Price Proposal shall contain the following:

1. Cover (see Subsection 6.7 (Proposal Submission))

2. Title Page (see Subsection 6.7 (Proposal Submission))

3. Table of Contents (Proposal Section 19)

4. Pricing Schedule Forms (Proposal Section 20)

6.12.1 Table of Contents (Proposal Section 19)

This section of the proposal shall be entitled “Table of Contents,” and shall contain a table of contents showing all contents of the Price Proposal, using a numeric decimal outline format such as used in this RFP.
6.12.2 Pricing Schedule Forms (Proposal Section 20)

This section of the proposal shall be entitled “Pricing Schedule Forms,” and shall contain the completed Pricing Schedule Forms found in Attachment F (Pricing Schedule Forms). For the QA Initial Term, the Proposer shall submit prices for Phase 1 (Design/Development/Implementation Phase), Phase 2 (Performance Verification Phase), and the first six (6) months for Phase 3 (Operational Phase), to include all Work associated with that particular phase, including all applicable taxes.

The Proposer shall also submit prices for any QA Extended Term to include all Work, including all applicable taxes. The Proposer shall not include any assumptions in its Price Proposal. The Price Proposal shall not reflect any price reductions based on COUNTY’s acceptance of any exception to Attachment B (Sample Agreement). Pricing Schedule Forms are provided in Attachment F (Pricing Schedule Forms) as blank templates for completion and inclusion with the proposal. No other templates shall be accepted. All formulas in the Pricing Schedule Forms are locked. If Proposer believes that any formula is incorrect, such Proposer shall immediately notify, in writing, COUNTY’s point of contact as set forth in Subsection 4.2 (COUNTY Point of Contact and RFP Communications). Schedule H (Exceptions to Attachment B (Sample Agreement)) of Attachment F (Pricing Schedule Forms) may be expanded to include more lines for price reduction entries.
where specified in the detailed instructions found in Attachment F (Pricing Schedule Forms).

COUNTY will only accept fixed pricing as specified in Attachment F (Pricing Schedule Forms). COUNTY will not consider alternative pricing structures.

For all Deliverables, the Maximum Price for each Deliverable under any resultant Agreement [see Schedule A (Deliverable Prices) of Exhibit B (Schedule of Payments) of Attachment B (Sample Agreement)] shall not exceed the total dollar amount proposed for such Deliverable on Schedule C (Phase 1 (Design/Development/Implementation Phase) Price by Deliverable), Schedule D (Phase 2 (Performance Verification Phase) Price Summary), and Schedule E (Phase 3 (Operational Phase) Price Summary) of Attachment F (Pricing Schedule Forms).

6.12.3 QA Management Services

QA Management services includes all ongoing project administration, labor, goods and services during the Initial Term of the Agreement, which includes but is not limited to: Updates and ongoing assessments for all Task/Subtasks/Deliverables listed in Task 1, QA Project Administration and all other administrative services described in The Statement of Work, Section 3.1.2, QA Management Services. Such updates and assessments will be determined as the sole request of COUNTY and be scheduled on the Proposer’s QA PMP and Work Plan.

For QA Management Services during any QA Extended Term, the Fixed Monthly Rate Price for QA Management
Services for a particular Contract Year under any resultant Agreement [see Schedule B-EXT (QA Management Services Prices During Any QA Extended Term) of Exhibit B (Schedule of Payments) of Attachment B (Sample Agreement)] shall not exceed one-twelfth (1/12) of the total annual dollar amount proposed for QA Management Services for such Contract Year on Schedule F (QA Extended Term Price Summary) of Attachment F (Pricing Schedule Forms).

COUNTY will withhold fifteen percent (15%) of the Maximum Price of all Phase 1 (Design/Development/Implementation Phase), Phase 2 (Performance Verification Phase), and Phase 3 (Operational Phase) Deliverable invoices. All Withhold Amounts [see Schedule A (Deliverable Prices) of Exhibit B (Schedule of Payments) of Attachment B (Sample Agreement)] for such Deliverables will be payable only in Phase 3 (Operational Phase) after CONTRACTOR has provided, and COUNTY has approved, Deliverable 15.4 (Post Implementation Evaluation Report (PIER)), pursuant to Subparagraph 9.5 (Invoicing, Payment, and Withholds for Deliverables) of the Base Agreement of Attachment B (Sample Agreement). In general, COUNTY pays approved invoices within thirty (30) days after approval.

The Proposer shall complete all forms contained in Attachment F (Pricing Schedule Forms) in accordance with the requirements below and the detailed instructions provided in that Attachment.
Proposer shall review each price, including totals and subtotals, in all Schedules of Attachment F (Pricing Schedule Forms) to ensure that each price is included, is accurate, and represents Proposer’s final price.

[NOTICE TO RFP PROPOSERS: As described in Attachment B (Sample Agreement), during any extension of the duration of Phase 1 (Design/Development/Implementation Phase) and the QA Initial Term, until the LRS Contractor has provided, and COUNTY has approved, Deliverable 13.5.2 (Certification of Countywide Implementation) of Exhibit A (Statement of Work) of the LRS Agreement, and during any extension of the duration of Phase 2 (Performance Verification Phase) and the QA Initial Term, as appropriate, to correspond with any extension of Phase 2 (Performance Verification Phase) of the LRS Agreement, QA Management Services provided during each month of such extension period(s) shall be at no additional cost to COUNTY.]

6.12.3.1 Schedule A (Agreement Price Summary)

This Schedule A is a Microsoft Excel worksheet that summarizes Schedule B (Phase 1 (Design/Development/Implementation Phase) Price Summary), Schedule C (Phase 1 (Design/Development/Implementation Phase) Price by Deliverable), Schedule D (Phase 2 (Performance Verification Phase) Price Summary), and Schedule E (Phase 3 (Operational Phase) Price Summary) in
Attachment F (Pricing Schedule Forms). There is a separate worksheet for each such schedule. Prices are entered into the appropriate cells in each such schedule and formulas in Schedule A will total these separate prices into this Schedule A.

6.12.3.2 Schedule B (Phase 1 (Design/Development/Implementation Phase) Price Summary)

This Schedule B is a Microsoft Excel worksheet. No information shall be entered by Proposer in the Price by Task by Contract Year section of this Schedule B. The prices in this section of Schedule B are populated from the information entered on Schedule C (Phase 1 (Design/Development/Implementation Phase) Price by Deliverable).

The Proposer shall separately enter on this Schedule B all prices for QA Management Services Price by Category by Contract Year for Phase 1 (Design/Development/Implementation Phase), including all prices for labor for each QA Key Staff (i.e., Project Executive, Project Manager, Technical Consultant, Business Process Consultant, Testing Consultant), labor for each Other CONTRACTOR Staff, and supplies. If needed, the Proposer shall enter any other prices under the category of other (specify). If Proposer enters any price(s) under any category(ies) specified in the immediately preceding sentence, then Proposer shall also provide, in a
Microsoft Word document, a detailed description of each price component in each such category.

6.12.3.3 **Schedule C (Phase 1 Design/Development/Implementation Phase) Price by Deliverable**

This Schedule C is a Microsoft Excel worksheet. The total Price by Deliverable by Contract Year of the Proposer’s proposal to provide each Deliverable, which will have a COUNTY payment obligation under any resultant Agreement, shall be entered on this Schedule C. The Price by Deliverable by Contract Year entered on this Schedule C shall be fully loaded to include all clerical, management, overhead, and other costs, such as out-of-pocket expenses (e.g., parking and local mileage), any applicable per diem, communications, or travel costs, and taxes.

6.12.3.4 **Schedule D (Phase 2 (Performance Verification Phase) Price Summary)**

This Schedule D is a Microsoft Excel worksheet. The total Price by Deliverable by Contract Year of the Proposer’s proposal to provide each Deliverable, which will have a COUNTY payment obligation under any resultant Agreement, shall be entered on this Schedule D. The Price by Deliverable by Contract Year entered on this Schedule D shall be fully loaded to include all clerical, management, overhead, and other costs, such as out-of-pocket expenses (e.g., parking and local mileage), any applicable per diem, communications, or travel costs, and taxes.
The Proposer shall separately enter on this Schedule D all prices for QA Management Services Price by Category by Contract Year for Phase 2 (Performance Verification Phase), including all prices for labor for each QA Key Staff (i.e., Project Executive, Project Manager, Technical Consultant, Business Process Consultant, Testing Consultant), labor for each Other CONTRACTOR Staff, and supplies. If needed, the Proposer shall enter any other prices under the category of other (specify). If Proposer enters any price(s) under any category(ies) specified in the immediately preceding sentence, then Proposer shall also provide, in a Microsoft Word document, a detailed description of each price component in each such category.

6.12.3.5 Schedule E (Phase 3 (Operational Phase) Price Summary)

This Schedule E is a Microsoft Excel worksheet. The total Price by Deliverable by Contract Year of the Proposer’s proposal to provide each Deliverable, which will have a COUNTY payment obligation under any resultant Agreement, shall be entered on this Schedule E. The Price by Deliverable by Contract Year entered on this Schedule E shall be fully loaded to include all clerical, management, overhead, and other costs, such as taxes, out-of-pocket expenses (e.g., parking and local mileage), and any applicable per diem, communications, or travel costs.
The Proposer shall separately enter on this Schedule E all prices for QA Management Services Price by Category by Contract Year for Phase 3 (Operational Phase), including all prices for labor for each QA Key Staff (i.e., Project Executive, Project Manager, Technical Consultant, Business Process Consultant, Testing Consultant) labor for each Other CONTRACTOR Staff, and supplies. If needed, the Proposer shall enter any other prices under the category of other (specify). If Proposer enters any price(s) under any category(ies) specified in the immediately preceding sentence, then Proposer shall also provide, in a Microsoft Word document, a detailed description of each price component in each such category.

6.12.3.6 Schedule F (QA Extended Term Price Summary)

This Schedule F is a Microsoft Excel worksheet. The Proposer shall separately enter on this Schedule F all prices for QA Management Services Price by Category by Contract Year for any QA Extended Term, including all prices for labor for each QA Key Staff (i.e., Project Executive, Project Manager, Technical Consultant, Business Process Consultant, Testing Consultant), labor for each Other CONTRACTOR Staff, and supplies. If needed, the Proposer shall enter any other prices under the category of other (specify). If Proposer enters any price(s) under any category(ies) specified in the
immediately preceding sentence, then Proposer shall also provide, in a Microsoft Word document, a detailed description of each price component in each such category.

6.12.3.7 Schedule G (Professional Services)

This Schedule F is a Microsoft Excel worksheet. The Proposer shall enter on this Schedule G the blended hourly rate (averaged rate for all required CONTRACTOR staff) for Professional Services for the QA Initial Term Contract Years and for any QA Extended Term, COUNTY will provide and enter into the worksheet the total amount for Professional Services for each contract year.

6.12.3.8 Schedule H (Exceptions to Attachment B (Sample Agreement))

This Schedule H is a Microsoft Excel worksheet. The Grand Total Agreement Price (Total Maximum Contract Sum) submitted by Proposer and summarized on Schedule A (Agreement Price Summary) assumes no changes to the terms and conditions of Attachment B (Sample Agreement). If Proposer has submitted any exceptions to Attachment B (Sample Agreement) in accordance with Subsection 6.10.12 (Exceptions to Attachment B (Sample Agreement) (Proposal Section 12)), any associated reductions in prices offered by the Proposer for the acceptance of each proposed exception by COUNTY shall be entered on this Schedule G. Entry of a proposed exception on this Schedule G shall not
guarantee its acceptance by COUNTY or reduce or otherwise change the Grand Total Agreement Price (Total Maximum Contract Sum) summarized on Schedule A (Project Price Summary) for comparison of Proposers during the evaluation of the proposals.
7. PROPOSAL EVALUATION AND CONTRACTOR SELECTION

7.1 Evaluation Overview

COUNTY will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. COUNTY will select the successful Proposer, if any, through a formal evaluation process, established prior to the opening and evaluation of proposals, and remaining fixed throughout the procurement cycle. Consideration will be given to capabilities or advantages that are clearly described in the proposals, confirmed by any oral presentations, and verified by information from reference sources contacted by COUNTY. COUNTY reserves the right to contact individuals, entities, or organizations who have had recent contracts or relationships with the Proposer and staff intended for this effort, whether or not they are identified as references, to verify that the Proposer has successfully performed its contractual obligations in other similar efforts.

Proposals shall provide clear and sufficient detail to enable the COUNTY Evaluation Committee to evaluate the quality and responsiveness of the proposal to each of the RFP requirements. Business Proposals will be evaluated first, and each Business Proposal will be evaluated separately on a Pass/Fail basis. For all proposals which pass the Business Proposal evaluation, a maximum of 10,000 points (7,000 for the Management Proposal and 3,000 for the Price Proposal) is available for each such proposal for the evaluation scoring. Price Proposals will be scored separately from the Management Proposals.

COUNTY reserves the sole right to judge the contents and presentation of the proposals submitted and select the successful
proposal, if any. Evaluations will be based upon the information provided in the proposals and such other information, as COUNTY deems appropriate.

Failure of a Proposer to address or meet the requirements stated in the RFP, as determined by COUNTY, may result in disqualification of the proposal or lower points scored, as determined by COUNTY.

COUNTY will evaluate all properly submitted proposals. COUNTY reserves the right to reject any or all of the proposals received, or cancel this RFP, at any time. COUNTY also reserves the right to waive any minor irregularities or immaterial defects in proposals as determined by COUNTY. Where COUNTY waives any minor irregularities or immaterial defects, such waiver shall in no way modify RFP requirements or excuse the Proposer from compliance with RFP specifications and other contract requirements if the Proposer is awarded any resultant Agreement.

All proposals submitted shall become the exclusive property of COUNTY. Further, any submitted proposals shall become a matter of public record as described in Subsection 4.11 (Notice to Proposers Regarding The Public Records Act).

7.2 **Evaluation Committee**

Proposals will be evaluated by the COUNTY Evaluation Committee (Committee) which will include representatives from DPSS and may include representatives from other COUNTY departments. The sole objective of the Committee shall be to recommend to the DPSS Director and the Board, the Proposer whose proposal is most advantageous and provides the best value to COUNTY, price and other factors considered. The Committee will be responsible for evaluating the Business Proposals, Management Proposals, and...
Price Proposals, including the final scoring of all proposals, resolving compliance issues, and preparing the final report which recommends a Proposer for selection.

7.3 Evaluation Criteria and Weighting Factors

Evaluation of proposals will be based on a combination of proposal price and other factors, including soundness of the proposed management approach and Proposer qualification factors. The evaluation criteria and corresponding weighting factors that will be used to evaluate the proposals in Evaluation Phases 2 and 3 shall include the following items:

<table>
<thead>
<tr>
<th>Evaluation Criteria Category</th>
<th>Maximum Points</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Proposal - 7,000 – (70%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Response (3,500 - (35%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposer Background, Capabilities, and Experience</td>
<td>2,000</td>
<td>20%</td>
</tr>
<tr>
<td>Proposed QA Key Staff</td>
<td>1,500</td>
<td>15%</td>
</tr>
<tr>
<td>Project Management Approach (3,500 – (35%))</td>
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<td></td>
</tr>
<tr>
<td>Approach to Phase 1 (Design/Development/Implementation Phase)</td>
<td>2,000</td>
<td>20%</td>
</tr>
<tr>
<td>Approach to Phase 2 (Performance Verification Phase)</td>
<td>1,000</td>
<td>10%</td>
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<tr>
<td>Approach to Phase 3 (Operational Phase)</td>
<td>500</td>
<td>5%</td>
</tr>
<tr>
<td>Price Proposal – 3,000 (30%)</td>
<td>3,000</td>
<td>30%</td>
</tr>
</tbody>
</table>

7.4 Evaluation Phases

The evaluation will be conducted in three (3) phases:
Evaluation Phase 1 – Evaluation of Business Proposals (Pass/Fail)
Evaluation Phase 2 - Evaluation of Management Proposals
Evaluation Phase 3 - Evaluation of Price Proposals
7.4.1 Evaluation Phase 1 – Evaluation of Business Proposals (Pass/Fail)

Proposals will first be evaluated to determine compliance with all proposal submission and other requirements, including timeliness, signatures, required format and content, completion of required forms, and other RFP requirements, as specified in Subsection 6.10 (Business Proposal). As part of this Evaluation Phase 1, proposals shall be evaluated to determine compliance with the Minimum CONTRACTOR Qualifications as set forth in Section 5 (Minimum CONTRACTOR Qualifications). The determination to disqualify a proposal in Evaluation Phase 1 shall be on a Pass/Fail basis, as determined by COUNTY. Disqualified proposals will not be further evaluated.

COUNTY may request one (1) or more written clarifications of the Business Proposal of any Proposer at any time during this Evaluation Phase 1. Each such Proposer shall submit such a written clarification of the COUNTY-specified portions of its Business Proposal within a COUNTY-specified time period and in compliance with all COUNTY instructions as set forth in the request, including regarding content and format. Proposer understands and agrees that any such clarification shall be limited to clarifying the COUNTY-specified portions of its Business Proposal, shall comply with all COUNTY instructions as set forth in the request, and shall be considered part of the proposal for all purposes, including proposal evaluation. If Proposer fails to submit such a clarification within the COUNTY-specified time period, the
Business Proposal shall stand as written for all purposes, including proposal evaluation.

COUNTY reserves the right to reject any proposal where any of the references provided by the Proposer, as set forth in Subsection 6.10.3 (Minimum CONTRACTOR Qualifications (Proposal Section 3)) and paragraphs 6 and 7 of Subsection 6.10.4.3 (Proposer Performance History), fail to provide requested information to COUNTY.

7.4.2 Evaluation Phase 2 – Evaluation of Management Proposals

Proposals remaining after Evaluation Phase 1 – Proposal Screening will be evaluated based on the evaluation criteria and corresponding weighting factors listed in Subsection 7.3 (Evaluation Criteria and Weighting Factors).

The Management Proposal will be evaluated for its quality and evidence to which the Proposer’s solution will meet COUNTY’s requirements, as specified in Subsection 6.11 (Management Proposal).

Each Proposer may be required to make one (1) or more oral presentations to COUNTY. COUNTY will notify each Proposer in writing as to the date, time, location, and standardized guidelines for content and format of the oral presentation(s), including any proposed QA Key Staff and proposed Other CONTRACTOR Staff that will be required to attend. As part of an oral presentation, COUNTY may request clarifications from the Proposer regarding any portion of its proposal.
COUNTY may request one (1) or more written clarifications of the Management Proposal of any Proposer at any time during this Evaluation Phase 2. Each such Proposer shall submit such a written clarification of the COUNTY-specified portions of its Management Proposal within a COUNTY-specified time period and in compliance with all COUNTY instructions as set forth in the request, including regarding content and format. Proposer understands and agrees that any such clarification shall be limited to clarifying the COUNTY-specified portions of its Management Proposal, shall comply with all COUNTY instructions as set forth in the request, and shall be considered part of the proposal for all purposes, including proposal evaluation. If Proposer fails to submit such a clarification within the COUNTY-specified time period, the Management Proposal shall stand as written for all purposes, including proposal evaluation.

The maximum points available for each evaluation criteria category (i.e., Proposer Background, Capabilities, and Experience, Proposed QA Key Staff, Proposed Other CONTRACTOR Staff, Approach to Phase 1 (Design/Development/Implementation Phase), Approach to Phase 2 (Performance Verification Phase), Approach to Phase 3 (Operational Phase), of the Management Proposal are shown in Subsection 7.3 (Evaluation Criteria and Weighting Factors). The Proposer with the highest raw score in each evaluation criteria category will receive the maximum points available for such evaluation criteria category. As shown in the example below.
The raw score of the Proposer Background, Capabilities, and Experience evaluation criteria category (1,000 points or 10%) of each of the other Proposers will be normalized by awarding a percentage of the one thousand (1,000) maximum points available for such evaluation criteria category, as follows:

\[ Y = \left( \frac{N}{X} \right) \times 1,000 \]

Where:

- \( N \) = Proposer Background, Capabilities, and Experience evaluation criteria category raw score for Proposer \( n \)
- \( X \) = Highest Proposer Background, Capabilities, and Experience evaluation criteria category raw score of all qualified Proposers
- \( Y \) = Proposer Background, Capabilities, and Experience evaluation criteria category normalized score for Proposer \( n \).

All other Evaluation Criteria categories will be evaluated in the same manner.

### 7.4.2.1 Proposer Background, Capabilities, and Experience (2,000 Points or 20%)

Point awards will be based on the review and assessment of information provided by the Proposer in accordance with Subsection 6.11.3.1 (Proposer Background, Capabilities, and Experience).

### 7.4.2.2 Proposer's Qualifications

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section 3, (Minimum CONTRACTOR Qualifications) of the proposal.
Proposer will be evaluated on the verification of references provided in Section 3 of the proposal. In addition to the references provided, a review will include the COUNTY’s Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on COUNTY or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Subsection 6.10.4 (Proposer Background, Financial Stability and Performance History (Proposal Section 4)).

7.4.2.3 Proposed QA Key Staff (1,500 Points or 15%)
Point awards will be based on the review and assessment of information provided by the Proposer in accordance with Subsection 6.11.3.2 (Proposed QA Key Staff).

7.4.2.4 Approach to Phase 1 (Design/Development/Implementation Phase) (2,000 Points or 20%)
Point awards will be based on the review and assessment of information provided by the Proposer in accordance with Subsection 6.11.4.1 (Approach to Phase 1)
7.4.2.5 Approach to Phase 2 (Performance Verification Phase) (1,000 Points or 10%)
Point awards will be based on the review and assessment of information provided by the Proposer in accordance with Subsection 6.11.4.2 (Approach to Phase 2 (Performance Verification Phase) (Proposal Section 17 B)).

7.4.2.6 Approach to Phase 3 (Operational Phase) (500 Points or 5%)
Point awards will be based on the review and assessment of information provided by the Proposer in accordance with Subsection 6.11.4.3 (Approach to Phase 3 (Operational Phase) (Proposal Section 17 C)).

7.4.3 Evaluation Phase 3 – Evaluation of Price Proposals (3,000 Points or 30%)
In this Evaluation Phase 3, all Price Proposals will be opened and evaluated based upon the Proposer’s prices to satisfy and comply with all of the requirements of the RFP. All price details and the total price must be included in the proposal. The Proposer is required to complete the Pricing Schedule Forms in Attachment F (Pricing Schedule Forms), as described in Subsection 6.12 (Price Proposal). If a Price Proposal does not meet all the mandatory form and content requirements, the entire proposal may be eliminated from further consideration, as determined by COUNTY.
No deviations, qualifications, or counter offers will be accepted in a Price Proposal. COUNTY will review the price details in the Price Proposals to determine whether the prices are reasonable for the Work proposed, including price assumptions, conditions and/or constraints. COUNTY reserves the right to reject any proposal where the price detail shows significant and unsupported deviation from normal expectations, as determined by COUNTY.

COUNTY may request one (1) or more written clarifications of the Price Proposal of any Proposer at any time during this Evaluation Phase 3. Each such Proposer shall submit such a written clarification of the applicable portions of its Price Proposal within a COUNTY-specified time period and in compliance with all COUNTY instructions as set forth in the request, including regarding content and format. Proposer understands and agrees that any such clarification shall be limited to clarifying the COUNTY-specified portions of its Price Proposal, shall comply with all COUNTY instructions as set forth in the request, and shall be considered part of the proposal for all purposes, including proposal evaluation. If Proposer fails to submit such a clarification within the COUNTY-specified time period, the Price Proposal shall stand as written for all purposes, including proposal evaluation.

Should one (1) or more of the Proposers request and be granted Local Small Business Enterprise (SBE) Preference and/or Transitional Job Opportunities Preference and/or the
Disabled Veterans Business Enterprise Preference, the total price for such Proposer(s) will be determined as follows:

**Local SBE Preference**: Eight percent (8%) of the lowest total price proposed will be calculated, which shall not exceed Fifty Thousand Dollars ($50,000), and that amount will be deducted from the total price submitted by each of the Local SBE Proposers who requested and were granted the Local SBE Preference.

**Transitional Job Opportunities Preference**: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

**Disabled Veteran Business Enterprise Preference**: Eight percent (8%), which shall not exceed Fifty Thousand Dollars ($50,000) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Disabled Veteran Business Enterprise Preference.

The Price Proposals will be scored based on the lowest total price (i.e., Grand Total Agreement Price (Total Maximum Contract Sum for QA Initial Term and Total Maximum Contract Sum for Any QA Extended Term) as stated in Schedule A (Agreement Price Summary) of Attachment F (Pricing Schedule Forms)). A maximum of three thousand (3,000) points is available for the Price Proposal. The Proposer with the lowest total price will receive three thousand (3,000) score points. The Price Proposal of each
of the other Proposers will receive a normalized score by awarding a percentage of the three thousand (3,000) score points as follows:

\[ Y = \left( \frac{C}{N} \right) \times 3,000 \]

Where:

- \( C \) = Lowest total price of all Proposers in Evaluation Phase 3
- \( N \) = Total price for Proposer \( n \)
- \( Y \) = Price Proposal normalized score for Proposer \( n \)

The normalized points for each Proposer’s Proposer Background, Capabilities, and Experience, Proposed QA Key Staff, Proposed Other CONTRACTOR Staff, Approach to Phase 1 (Design/Development/Implementation Phase), Approach to Phase 2 (Performance Verification Phase), Approach to Phase 3 (Operational Phase), and Price Proposal, will then be combined for a composite score, and then all proposals will be ranked in numerical order from high to low composite score.

### 7.5 CONTRACTOR Selection

The Proposer receiving the highest composite score at the end of Evaluation Phase 3 - Evaluation of Price Proposals may be selected as the successful Proposer. However, COUNTY may select the next highest ranking Proposer if, as determined by COUNTY, COUNTY discovers problems with the highest ranking Proposer (e.g., insolvency, contract default, state or county debarment, any business practice, or false, misleading, or unrealistic exceptions, information or pricing submitted in response
to this solicitation and to the Sample Agreement). Those Proposers not selected will be notified.

Upon selection of a successful Proposer in accordance with the provisions of this RFP, a recommendation to commence contract negotiations with the selected Proposer may be made by the Committee to the Director of DPSS. COUNTY may enter into and complete contract negotiations with the selected Proposer prior to obtaining federal, State, and local approvals. Attachment B (Sample Agreement) serves as the foundation for contract negotiations.

7.6 Contract Negotiations

After a prospective CONTRACTOR has been recommended by the Committee and approved by the Director of DPSS, COUNTY and the prospective CONTRACTOR shall negotiate a contract for submission to the Board for its consideration and possible approval. If a satisfactory contract cannot be negotiated, as determined by COUNTY, COUNTY may begin contract negotiations with the next highest-ranking Proposer as determined by COUNTY.

If, as determined by COUNTY, COUNTY discovers problems with the Proposer with which COUNTY is negotiating (e.g., insolvency, contract default, state or county debarment, any business practice, or false, misleading, or unrealistic information or pricing submitted in response to this solicitation), then COUNTY may begin negotiations with the next highest ranking Proposer. COUNTY reserves the right to enter into simultaneous negotiations with more than one (1) Proposer, as determined by COUNTY. COUNTY also reserves the right to terminate simultaneous negotiations with any Proposer with which it is negotiating, at any time, as determined by
COUNTY. Negotiations will be held at a site to be determined by COUNTY. A Proposer must be able to commence negotiations within three (3) working days of notification by COUNTY.

[NOTICE TO RFP PROPOSERS: COUNTY expects contract negotiations not to exceed a period of thirty (30) days.]

7.7 Final Contract Award by Board of Supervisors
After a prospective CONTRACTOR has been selected and an Agreement has been successfully negotiated, DPSS will submit the Agreement to the Board for its consideration for approval.