



DEPARTMENT

RFSQ FORMAT

**REQUEST FOR STATEMENT OF QUALIFICATIONS
(RFSQ)
BASIC LIVING SUPPORT SERVICES**

June 2009

Prepared By
County of Los Angeles
Department of Mental Health
Contracts Development and Administration Division

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
 BASIC LIVING SUPPORT SERVICES
 TABLE OF CONTENTS**

<u>SECTION</u>	<u>PAGE</u>
1.0 GENERAL INFORMATION	1
1.1 Scope of Work	1
1.2 Overview of Solicitation Document.....	1
1.3 Target Population.....	2
1.4 Contracts Specification	3
1.5 Vendor’s Minimum Qualifications	3
1.6 Master Agreement Process.....	9
1.7 Master Agreement Term	10
1.8 County Rights & Responsibilities.....	10
1.9 Contact with County Personnel	10
1.10 Mandatory Requirement to Register on County’s WebVen.....	11
1.11 County Option to Reject SOQs	11
1.12 Protest Process.....	11
1.13 Notice to Vendor’s Regarding Public Records Act.....	12
1.14 Indemnification and Insurance Act	12
1.15 Injury & Illness Prevention Program (IIPP)	13
1.16 Background and Security Investigations.....	13
1.17 Confidentiality and Independent Contractor Status	13
1.18 Conflict of Interest	13
1.19 Determination of Vendor Responsibility.....	13
1.20 Vendor Debarment.....	15
1.21 Vendor’s Adherence to County Child Support Compliance Program	17
1.22 Gratuities	17
1.23 Notice to Vendors Regarding the County Lobbyist Ordinance.....	18
1.24 Federal Earned Income Credit	19
1.25 Consideration of GAIN/GROW Participants for Employment.....	19
1.26 County’s Quality Assurance Plan	20
1.27 Recycled Bond Paper	20

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

<u>SECTION</u>	<u>PAGE</u>
1.28 Safely Surrendered Baby Law.....	20
1.29 County Policy on Doing Business with Small Business	20
1.30 Jury Service Program.....	21
1.31 Local Small Business Enterprise Preference Program	23
1.32 Local Small Business Enterprise (SBE) Prompt Payment Program	24
1.33 Notification to County of Pending Acquisitions/Mergers by Proposing Company..	24
1.34 Transitional Job Opportunities Preference Program	24
1.35 Contractor’s Obligations as a “Business Associate” Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).....	25
1.36 Contractor’s Charitable Contributions Compliance	26
2.0 INSTRUCTIONS TO VENDORS	28
2.1 County Responsibility.....	28
2.2 Truth and Accuracy of Representations	28
2.3 RFSQ Timetable	28
2.4 Solicitation Requirements Review.....	28
2.5 Vendors Conference	29
2.6 Preparation and Format of the SOQ.....	29
2.7 SOQ Submission	34
2.8 Acceptance of Terms and Conditions of Master Agreement.....	34
2.9 SOQ Withdrawals	35
3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS	36
3.1 Review Process	36
3.2 Disqualification Review	37
3.3 Selection/Qualification Process.....	37
3.4 Master Agreement Award.....	38

**COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH**

APPENDICES:

- APPENDIX A: Required Forms
- APPENDIX B: Transmittal Form to Request a Solicitation Requirements Review
- APPENDIX C: Los Angeles Policy On Doing Business With Small Business
- APPENDIX D: Jury Service Ordinance
- APPENDIX E: Listing of Contractors Debarred in Los Angeles County
- APPENDIX F: IRS Notice 1015
- APPENDIX G: Safely Surrendered Baby Law
- APPENDIX H: Master Agreement
- APPENDIX I: Background and Resources: California Charities Regulation

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH



COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

COMMON SERVICE AREAS

C O M M U N I T I E S / C I T I E S

COMMON SERVICE AREA 1	Lancaster, Palmdale
COMMON SERVICE AREA 2	Agoura Hills, Burbank, Calabasas, Glendale, Hidden Hills, L.A. (Part), La Cañada-Flintridge, San Fernando, Santa Clarita, Westlake Village
COMMON SERVICE AREA 3	Alhambra, Arcadia, Azusa, Baldwin Park, Bradbury, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, Industry, Irwindale, La Puente, La Verne, Monrovia, Monterey Park, Pasadena, Pomona, Rosemead, San Dimas, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, Temple City, Walnut, West Covina
COMMON SERVICE AREA 4	L. A. (Part), West Hollywood
COMMON SERVICE AREA 5	Beverly Hills, Calabasas, Culver City, L.A. (Part), Malibu, Santa Monica
COMMON SERVICE AREA 6	Compton, L. A. (Part), Lynwood, Paramount
COMMON SERVICE AREA 7	Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, L. A. (Part), La Habra Heights, La Mirada, Lakewood, Maywood, Montebello, Norwalk, Pico Rivera, Santa Fe Springs, Southgate, Vernon, Whittier
COMMON SERVICE AREA 8	Avalon, Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, L. A. (Part), Lawndale, Long Beach, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Signal Hill, Torrance

1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles, Department of Mental Health is seeking qualified agencies that can provide Basic Living Support Services (BLSS) in the form of shelter, food, clothing, and other necessities to clients (with or without minor children), of the Department of Mental Health, who are homeless, or at risk of becoming homeless. These clients qualify for basic living support services as contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code (WIC) Section 5600 et seq., including, but not limited to, Sections 5680 through 5688.6.

BLSS shall be provided on a 24-hour basis in contractor's residential facility (ies) for up to 30 days per client. Subsequent 30-day extensions of BLSS may be made upon review and written approval by DMH. DMH's objective is to provide temporary BLSS to clients until transitional or permanent housing is obtained.

1.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and explains the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION/ QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.
- **APPENDICES:**
 - **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.

- **B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to department requesting a Solicitation Requirements Review.
- **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **D - JURY SERVICE ORDINANCE:** County policy.
- **E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **G - SAFELY SURRENDERED BABY LAW:** County program.
- **H - MASTER AGREEMENT:** This will be the Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- **I - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

1.3 Target Population

Basic Living Support Services will be provided to clients who:

- Have a DSM-IV-TR Axis I diagnosis including, but not limited to, schizophrenia, major depression, bipolar disorder, schizoaffective disorder, post traumatic stress disorder and co-occurring substance abuse disorders;
- Receive mental health services from DMH directly operated clinics or contracted providers;
- Are homeless or at risk of becoming homeless;
- Do not have adequate benefits or other financial resources to pay for temporary housing;

- Do not require care and supervision, acute emergency intervention, inpatient hospitalization or other 24-hour treatment as determined by DMH staff;

1.4 Contract Specifications

The County will not guarantee a Contractor a specific or minimum number of referrals or funding amount, as this will be based on client needs, and geographic location. Providers will be reimbursed monthly, in arrears, based on the currently approved State Department of Social Services adult residential care rate for each night that a client stays in the facility. BLSS for children under the age of 18 will be reimbursed at 65% of the adult residential care rate. As of January 2009, the monthly adult residential care amount is \$961, or approximately \$32.00 per overnight stay. Contractors are required to maintain daily verification, such as a sign-in sheet, for each client (and their children, if applicable). Contractors may request reimbursement for bed holds for clients who have required hospitalization for physical or mental health concerns or are visiting with family/significant others. All bed holds must be pre-approved by DMH. All BLSS will be provided at no cost to clients and as such providers under this contract may not ask DMH clients for any form of payment, including food stamps.

Contractors will be required to execute a Master Agreement for Basic Living Support Services, substantially similar to the attached sample Master Agreement (Exhibit A). The County reserves the right to revise and/or add terms and conditions to the Agreement, as deemed to be in the best interest of the County, prior to the execution of the Agreement.

Contractors will be required to comply with the County's Indemnification and Insurance provisions that specify a minimum of \$2 million General Liability with \$1 million for each occurrence as well as \$1 million Workers' Compensation insurance.

1.5 Vendor's Minimum Qualifications

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

1.5.1 Administrative

- Vendor must have a minimum of two (2) years experience, within the last five (5) years providing basic living support services and/or shelter services to homeless adults who have a mental illness or services equivalent or similar to the Services stated in subparagraph 1.1 – Scope of Work.
- Provide BLSS to clients age 18 or older, including those with minor children, who have been diagnosed with an Axis I disorder including, but not limited to, schizophrenia, major depression, bipolar disorder, schizoaffective disorder, post traumatic stress disorder including co-occurring substance abuse disorders.
- Collaborate and cooperate with DMH mental health provider staff, both directly operated and contracted, who provide case management, mental health care and other client services. Coordinate all services, including case management provided by the organization, with the client's DMH or contracted provider mental health case manager/clinician.
- Immediately report by telephone all clinical incidents to the Director of Mental Health or the Director's designee as required by DMH Policy No. 202.18. Clinical incidents shall include, but are not limited to, death or serious injury, suicide attempts requiring Emergency Medical Treatment (EMT), client injury to another person requiring EMT, suspected homicide by a client, suspected client abuse by staff, and any other incident for which there is a possibility or threat of legal action or significant public or media attention to the program.
- Contact the client's DMH or contracted provider mental health case manager/clinician within 24 hours if client has left the shelter,

required hospitalization for physical or mental health concerns or can no longer remain in the shelter due to reasons stated above.

- Maintain a daily sign in sheet for each client to verify the clients stay at the site.

1.5.2 Facility

- Have a current fire clearance and a Public Health inspection certificate that are posted in a visible location.¹
- Have an indoor/outdoor safe and clean living environment with regard to property, furniture, maintenance and repair, graffiti abatement, refuse removal, fire safety and landscaping. The environment shall be free of pests, rodents and insects.
- Have air conditioning/ventilation and heating in the indoor living environment. The temperature shall be no lower than 68 degrees and no higher than 85 degrees. In the event of extreme heat, the maximum temperature shall be at least 30 degrees below the outside temperature.²
- Have lighting that ensures safety and is sufficient for activities of daily living, including reading, etc.
- Have toilet and bathing facilities, which include faucets that are in good working condition. The toilet and bathing areas shall be free of mold and mildew.
- Have hot and cold running water. The hot water temperature shall not be less than 105 degrees and not more than 120 degrees.³
- Provide individual storage space for medication and personal belongings.
- Provide access to a telephone. Calls will be at client's expense.⁴

¹ Cal. Code of Regs. Tit. 22, § 80020 subd.(a) and California Health and Safety Code, Los Angeles County Code Title 11, Chapter 11.20.23

² California Code of Regulations, Title 22, Section 80020(a)(1)

³ California Code of Regulations, Title 22, Section 80088 (e)(1)

⁴ California Code of Regulations, Title 22, Section 80073 (a)

- Post emergency medical procedures.
- Post and maintain a disaster and mass casualty plan of action.⁵

1.5.3 Services

- Provide staff on-site 24 hours a day for general client oversight at the site where BLSS are provided.
- Permit clients to remain in the facility at all times including during the daytime.
- Provide bedding and towels that are laundered by the organization a minimum of once per week.
- Have staff prepare and serve at least three balanced and complete meals each day. Two of three meals must be hot.
- Accommodations must be made for individuals who have a physician's prescription for a special diet.⁶
- The time that meals are served must be posted in a location accessible to clients.
- A daily menu must be posted in a location accessible to clients.⁷
- Meals must be consistent with the United States Department of Agriculture dietary guidelines.⁸
- Food served cannot be from expired stock.
- Perishables must be refrigerated with the temperature not to exceed 45 degrees Fahrenheit.⁹
- Food shall be stored separately from non-food items.¹⁰
- A minimum of one week of staple nonperishable foods and a minimum of two days of fresh perishable foods shall be maintained at the site BLSS are provided.¹¹

⁵ California Code of Regulations, Title 22, Section 80023(a)

⁶ California Code of Regulations, Title 22, Section 80076(a)(6)

⁷ California Code of Regulations, Title 22, Section 80076 (a)(5)

⁸ California Code of Regulations, Title 22, Section 80076 (a)(1)

⁹ California Code of Regulations, Title 22, Section 80076 (a)(14)

¹⁰ California Code of Regulations, Title 22, Section 80076(a)(15)(16)

- Provide toiletries including non-medicated soap, toilet paper, toothbrush, toothpaste, shampoo, comb/brush, feminine hygiene supplies and disposable razor blades.
- Clients shall be allowed to wear their own clothes.¹²
- If clients do not have clothing, provide new or previously worn clothing in good condition, including shirts, pants, socks, shoes, undergarments and outerwear.
- Provide access to laundry facilities to wash and dry clothing.
- Provide cleaning for all common areas including the kitchen, bathroom and maintenance of outdoor areas. Clients will only be responsible for cleaning their own room/space.

1.5.4 Clients' Rights and Privacy

- Permit clients to leave the facility at any time. A curfew of no earlier than 10:00 p.m. daily may be imposed.
- Assist clients in safeguarding personal belongings when they move from the site. Keep personal belongings in a secured area for a minimum of seven (7) days when a client leaves the facility without arrangements having been made for his/her belongings.
- Provide unopened mail to clients.
- Provide a minimum of four (4) visiting hours per day. Post visiting hours in an area that is accessible to clients. All visitors are permitted unless there is documentation regarding the need to restrict specific individuals from visiting. DMH shall be informed immediately in writing of all decisions to restrict visitors.
- Have policies and procedures to address complaints and grievance.
- Comply with all DMH Patients' Rights policies.

¹¹ California Code of Regulations, Title 22, Section 85076 (d)(1)

¹² California Code of Regulations, Title 22, Section 80072 (a)(5)

- Have no DMH substance patients' rights violations in the past year and no more than two (2) substantiated patients' rights violations within the past three (3) years. Exceptions will be made at the discretion of the Department based on the severity of the substantiated complaint.
- Post DMH Patients' Rights information and the organization's internal grievance procedure. Have DMH client grievance forms available in an area that is accessible to clients.
- Ensure that client participation in the organization's services is voluntary. This includes participation in individual or group counseling, case management, substance abuse treatment, self-help groups (in the facility or community) and social events. Exceptions may be made only with the Department's approval. NOTE: Clients will be required to participate in the DMH mental health provider services in order to remain eligible for the BLSS.
- Ensure that clients are only discharged for reasons allowable under Fair Housing laws. Reasons for possible termination/discharge from the BLSS shall be clearly posted and may include the following: possession of weapons, alcohol/illegal substance (drug) and drug paraphernalia possession, sexual misconduct, behaviors that is a danger to others or verbally/physically threatening behaviors. Decisions to discharge a client for all other reasons shall be discussed beforehand with the client's DMH or contracted provider case manager/clinician.
- Ensure that clients are not required to submit to testing/screening for substance and/or alcohol use.
- Provide DMH with copies of any admission agreements, rules termination policies or other documents including any requiring the client's signature. All documents requiring a client signature shall be consistent with the BLSS specifications and Agreement.

- Have confidentiality policy and procedures in place that comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA).

1.5.5 Staffing

- Ensure that all staff hired to provide BLSS have a minimum of six (6) months experience working with individuals with mental illness.
- Have verification that all staff preparing and serving food meet all public health requirements to handle food.¹³
- Have verification that all staff providing BLSS meets employment eligibility status.
- Ensure at least one staff on duty providing BLSS has a CPR and first aid certification.
- Have verification that all staff providing BLSS is aware of reporting any known or suspected child, dependent adult and elder abuse and has agreed to comply with the requirements.
- Have verification that arrest and conviction records for all current and prospective staff have been obtained and that no persons convicted of any crime involving any harm to children, dependent adults and elders are employed.
- Have verification that all staff is aware of confidentiality requirements and the provisions of HIPAA.

The County retains the right to make exceptions to the program specifications minimum requirement based on the needs and best interests of the County.

1.6 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide temporary housing and basic living support services. Qualified prospective contractors will be able to provide the services identified in 1.5. Minimum Qualifications.

¹³ California Retail Food Code Article 113947 and Los Angeles County Code.

1.6.1 All Vendors determined to be qualified will be placed on a Master Agreement List.

1.6.2 Upon the Department's execution of these Master Agreements, the qualified Vendors will become County Contractors, and services provided by these contractors will be utilized on a needed basis with no guarantee of a specific or minimum number of referrals or funding amount, as this will be based on client needs, and geographic location.

1.7 Master Agreement Term

1.7.1 The term of the Master Agreement will be 3 years with 2 subsequent one-year renewal option(s) will be at Department's discretion.

1.7.2 County will be continuously accepting SOQs throughout the duration of the Master Agreement to qualify Vendors. The Master Agreement will become effective upon the date of its execution by the Director of the Department of Mental Health or his designee.

1.8 County Rights & Responsibilities

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

1.9 Contacts with County Personnel

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

Mr. Richard Kushi, Chief

Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Ave. 5th floor
Los Angeles, CA 90020
rkushi@dmh.lacounty.gov
Fax (213) 381-7092

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

1.10 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm.

1.11 County Option To Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

1.12 Protest Process

1.12.1 Any actual or prospective Vendor may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Vendor challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

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

1.12.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference sub-paragraph 2.4 in the Instructions to Vendors Section)
- Review of a Disqualified SOQ (Reference sub-paragraph 3.2 in the Review/Selection/Qualification Section)

1.13 Notice to Vendor’s Regarding Public Records Act

1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when the County executes a Master Agreement with the qualified Vendor(s), all such SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are defined and identified by the Contractor as business or trade secrets, and plainly marked as “Trade Secret,” “Confidential,” or “Proprietary.”

1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception and may subject the entire SOQ to disclosure. The Vendor must specifically label only those provisions of the SOQ which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.**

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in *Appendix H - Master Agreement, Paragraph 22*. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in *Appendix H - Master Agreement, Paragraphs 22c*.

1.15 Injury & Illness Prevention Program (IIPP)

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

1.16 Background and Security Investigations

Background and security investigations of Vendor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Vendor.

1.17 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in *Paragraph 16* the Independent Contractor Status provision contained in *Paragraph 26* in *Appendix H, Master Agreement*.

1.18 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in *Appendix A - Required Forms Exhibit 2, Certification of No Conflict of Interest*.

1.19 Determination of Vendor Responsibility

- 1.19.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.
- 1.19.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 1.19.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.19.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the

Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

1.19.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.

1.19.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.20 Vendor Debarment

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

1.20.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and

shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 1.20.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.20.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.20.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.20.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has

been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 1.20.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.20.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.20.9 *Appendix E* provides a link to the County's website where there is a listing of Contractors that are currently on the *Debarment List for Los Angeles County*.

1.21 Vendor's Adherence to County Child Support Compliance Program

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be

cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.22 Gratuities

1.22.1 Attempt to Secure Favorable Treatment

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

1.22.2 Vendor Notification to County

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

1.22.3 Form of Improper Consideration

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

1.23 Notice to Vendors Regarding the County Lobbyist Ordinance

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

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

1.24 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference *Appendix F*.

1.25 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor’s employee mentoring program, if available, to assist these individuals in

obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Vendors shall complete and return the form, *Attestation of Willingness to Consider GAIN/GROW Participants*, as set forth in *Appendix A - Required Forms Exhibit 9*, as part of their SOQ.

1.26 County's Quality Assurance Plan

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will evaluate the Contractor's performance under the Master Agreement and Work Order on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Work Order. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Orders will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

1.27 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in *Appendix H - Master Agreement, Paragraph 54*.

1.28 Safely Surrendered Baby Law

The Contractor 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 Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Appendix G* of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.29 County Policy on Doing Business with Small Business

- 1.29.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.29.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in sub-paragraph 1.32 of this Section.
- 1.29.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in sub-paragraph 1.31 of this Section.
- 1.29.4 The County also has a Policy on Doing Business with Small Business that is stated in *Appendix C*.

1.30 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the *Jury Service Ordinance, Appendix D*, and the pertinent jury service provisions of the *Appendix H - Master Agreement, Paragraph 58*, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.30.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides

that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.30.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective

bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.30.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the *Contractor Employee Jury Service Program Certification Form and Application for Exception*, as set forth in *Appendix A - Required Forms Exhibit 10*, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.31 Local Small Business Enterprise Preference Program

- 1.31.1 In reviewing Work Order Bids, the County will give Local SBE preference to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and; 2) has had its principal office located in Los Angeles County for a period of at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.31.2 To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at:
<http://oaac.co.la.ca.us/contract/sbemain.html>
- 1.31.3 Certified Local SBEs must request the SBE Preference in each of their Work Order Bid responses and may not request the preference unless

the certification process has been completed and certification affirmed. 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 Local SBE.

- 1.31.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

(County solicitations which are subject to the federal restriction on geographical preferences, use the following language)

- 1.31.1 In reviewing Work Order Bids, the County will give Local SBE preference 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.
- 1.31.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration data base may qualify to request the Local SBE Preference in a solicitation.
- 1.31.3 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

1.32 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.

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

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on *Required Form - Exhibit 1 - Vendor's Organization Questionnaire/Affidavit*. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.34 Transitional Job Opportunities Preference Program

1.34.1 In reviewing Work Order Bids, the County will give preference to businesses that are certified by the 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 Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide 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.

1.34.2 Transitional Job Opportunities vendors must request the preference in each of their Work Order Bid responses 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 Bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.35 Contractor’s Obligations as a “Business Associate” Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as may be revised in the future, as contained in *Appendix H - Master Agreement, Paragraph 57*.

1.36 Contractor’s Charitable Contributions Compliance (if applicable)

- 1.36.1 California’s “Supervision of Trustees and Fundraisers for Charitable Purposes Act” regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. 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 revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 1.36.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the *Charitable Contributions Certification, Exhibit 11* as set forth in *Appendix A - Required Forms*. A completed *Exhibit 11* is a required part of any agreement with the County.
- 1.36.3 In *Exhibit 11*, prospective contractors 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.

1.36.4 Prospective County contractors that do not complete *Exhibit 11* as part of the solicitation process may, in the 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)

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

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

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ June 10, 2009
- Conference Date *June 18, 2009*
- Questions and Answers Released June 23, 2009
- Request for a Solicitation Requirements Review Due June 24, 2009
(10 business days after release of solicitation document)
- **SOQ due by (date and time) (Pacific Time) July 1, 2009 (5:00pm)**

2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting *Appendix B - Transmittal Form to Request a RFSQ Solicitation Requirements Review* along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

- The request for a Solicitation Requirements Review is received by the department by **June 24, 2009**;
- The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid;

- The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- The request for a Solicitation Requirements Review asserts either that:
 - application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Vendor; or,
 - due to unclear instructions, the process may result in the County not receiving the best possible responses from the Vendors.

The Solicitation Requirements Review shall be completed and the department's determination shall be provided to the Vendor, in writing, within a reasonable time prior to the SOQ due date.

All Requests for Review should be submitted to:

Richard Kushi, Chief
Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Avenue, 5th Floor
Los Angeles, CA 90020

2.5 Vendors Conference

A Vendors Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Vendors. The conference is scheduled as follows:

Date	June 18, 2009
Time	10:30 am – 12:30 pm
Address	550 S. Vermont Avenue 2nd Floor Conference Room Los Angeles, CA 90020

2.6 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- Cover Letter
- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)

2.6.1 SOQ Cover Letter

The SOQ "cover letter" must be on the Organization's letterhead. It must be brief and concise with no more than three (3) typed pages. The "cover letter" must include:

1. The Organization's: a) exact legal business name; and b) type of organization (e.g., partnership, corporation, etc.)
2. The Organization's director's name
3. Person authorized to act on behalf of the Organization in connection with this RFSQ:
 - Name
 - Mailing address
 - Telephone No.
 - Fax No.
 - E-mail address
4. The original signature(s) of the person(s) authorized to sign on behalf of the organization and bind the Organization in a contract
5. Introduction to the Organization and its history.
6. The Service Area(s) for which the Statement of Qualifications is being submitted

2.6.2 Table of Contents

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

2.6.3 Vendor's Qualifications (Section A)

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

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

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 as set forth in *Appendix A*. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.**

Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated in sub-paragraph 1.5 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

Taking into account the structure of the Vendor's organization, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Contracts.

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

- 2) A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

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

B. Questionnaire For Basic Living Support Services (Section A.2)

It is the Vendor’s responsibility to ensure that the questionnaire is filled out completely, typed and or handwritten in complete sentences. The Contractor’s organization must meet the minimum experience to be eligible for the Master Agreement Listing. Review of responses and site visits will occur within 90 days of submitting the SOQ.

C. Vendor’s References (Section A.3)

It is the Vendor’s sole responsibility to ensure that the firm’s name, and point of contact’s name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 6 and 7.

County may disqualify a Vendor if:

- references fail to substantiate Vendor’s description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Vendor’s responsibility to inform the point of contact of normal working hours

The Vendor must complete and include *Required Forms, Exhibits 6, 7 and 8* as set forth in *Appendix A*.

- a. *Prospective Contractor References, Exhibit 6*

Vendor must provide references where the same or similar scope of services were provided.

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

The listing must include all Public Entities contracts for the last three (3) years. A photocopy of this form should be used if necessary.

c. *Prospective Contractor List of Terminated Contracts, Exhibit 8*

Listing must include contracts terminated within the past three (3) years with a reason for termination.

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

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

2.6.4 Required Forms (Section B)

Include the following forms as provided in Appendix A – Required Forms. Complete, sign and date all forms.

Exhibit 2 Certification of No Conflict of Interest

Exhibit 3 Vendor's Equal Employment Opportunity (EEO) Certification

Exhibit 4 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information

Exhibit 5 Familiarity with the County Lobbyist Ordinance Certification

Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants

Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

Exhibit 11 Charitable Contributions Certification (if applicable)

2.6.5 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the *Appendix H - Master Agreement, Paragraphs*

22.c. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.6.6 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable licenses/permits/inspections including a Fire Department and a Department of Health Services – Public Health Inspection.

2.7 SOQ Submission

The original SOQ and three (3) copies shall be enclosed in 3-ring binder, plainly marked with the name and address of the Vendor and bear the word: **“SOQ FOR BASIC LIVING SUPPORT SERVICES.”**

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

Richard Kushi, Chief
Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Avenue, 5th Floor
Los Angeles, CA 90020

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline of 5:00 pm Pacific Time, July 1, 2009. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

The initial submittal date of the SOQ is July 1, 2009. Because this process is open-ended those not received by that date may be reviewed at a later date to determine if they meet the qualifications listed in the RFSQ.

2.8 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the *Appendix H - Master Agreement*.

2.9 SOQ Withdrawals

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

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

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

3.1.1 Adherence to Minimum Qualifications

County shall review the *Vendor's Organization Questionnaire/Affidavit – Exhibit 1 of Appendix A, Required Forms*, and determine if the Vendor meets the minimum qualifications as outlined in sub-paragraph 1.5 of this RFSQ.

Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

Vendor who does not meet the minimum qualification may re-submit a new state of qualification (SOQ) for further consideration.

3.1.2 Vendor's Qualifications (Section A)

County's review shall include the following:

- Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- Questionnaire for Basic Living Support Services in Section A.2.
- Vendor's References as provided in Section A.3. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.4.

3.1.3 Required Forms

All forms listed in Section 2, sub-paragraph 2.6.4 must be included in **Section B** of the SOQ.

3.1.4 Proof of Insurability

Review the proof of insurability provided in **Section C** of the SOQ.

3.1.5 Proof of Licenses

Review the proof of licenses provided in **Section D** of the SOQ.

3.2 Disqualification Review

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

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

A Disqualification Review shall only be granted under the following circumstances:

- A. The firm/person requesting a Disqualification Review is a Vendor;
- B. The request for a Disqualification Review is submitted timely; and,
- C. The request for a Disqualification Review asserts that the department's determination of disqualification due to SOQ non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the department's determination shall be provided to the Vendor, in writing, prior to the conclusion of the review process.

3.3 Selection/Qualification Process

The Department will select Vendors that have experience in providing Basic Living Support Services.

3.4 Master Agreement Award

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

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