



Caring for Our Coast



Gary Jones
Director

Kerry Silverstrom
Chief Deputy

Amy M. Caves
Deputy Director

June 9, 2021

**Addendum #2 to
Request for Statement of Qualifications for
As-Needed Professional Design Services
RFSQ #DBH-61A**

The Department of Beaches and Harbors issues Addendum Two to the As-Needed Professional Design Services RFSQ #DBH-61A, which was released on December 1, 2015.

As indicated in the RFSQ, Section 1.7, County Rights and Responsibilities, the County may amend the RFSQ by written addendum. This addendum contains portions of the RFSQ that have been amended, specifically, RFSQ Sections 1.0 General Information, 2.0 Instructions to Vendors, 3.0 SOQ Review/Selection/Qualification Process; Appendix A, Master Agreement Sections 8.0 Standards Terms and Conditions and 9.0 Unique Terms and Conditions; and Appendix C.

Thank you for your interest in our RFSQ. All other terms and conditions of RFSQ #DBH-61A remain in effect.

Very truly yours,
GARY JONES, DIRECTOR

Angelica Vicente
Administrative Services Manager I



The information hereunder supersedes any other information previously provided.

1. RFSQ Subsection 1.4, Vendor's Minimum Mandatory Requirements, is deleted in its entirety and replaced as follows:

1.4 Vendor's Minimum Mandatory Qualifications

Interested and qualified Vendors that meet the Minimum Mandatory Qualifications stated below for either graphic design services and/or website design services are invited to submit an SOQ.

1.4.1 Graphic Design Services

- Vendor and/or their principal owner(s) must have a minimum of five years' experience performing significant graphic design consultation and providing expert advice in areas of advertising and community marketing. Three years of this experience must have been for governmental agencies or private organizations;
- Vendor shall include with their SOQ digital samples of a professional graphic design project (e.g. brochure, advertisement, booklet, pamphlet and/or signage) completed within the last three years;
- Vendor or vendor's staff member must have a degree in art or design;
- If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County; and
- Vendor must complete and return required Forms P-1 through P-20 with the SOQ.

1.4.2 Website Design Services

- Vendor and/or their principal owner(s) must have a minimum of five years' experience performing significant website design services;
- Vendor must demonstrate its experience with front-end website development and we analytics-driven design (including focus groups, surveys, and usability testing) for websites specifically for municipalities, governmental agencies, or non-profit organizations. Three website must have been designed within the past five years;

- Vendor must provide references for at least five (5) organizations in which it has developed web sites for that are currently in use;
- If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County; and
- Vendor must complete and return required Forms P-1 through P-20 with the SOQ.

2. RFSQ Subsection 1.29, Safely Surrendered Baby Law, is deleted in its entirety and replaced with the following:

1.29 Intentionally Omitted

3. RFSQ Subsection 1.35, Transitional Job Opportunities Preference Program, is deleted in its entirety and replaced with the following:

1.35 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

1.35.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the DCBA as a SE.

1.35.2 The DCBA shall certify that a SE meets the criteria set forth in Paragraph 1.35.1.

1.35.3 Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.35.4 Further information on SEs is also available on the DCBA's website at: <http://dcba.lacounty.gov>.

4. **RFSQ Subsection 1.37, Disabled Veteran Business Enterprise Preference Program (DVBE), is deleted in its entirety and replaced with the following:**

1.37 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

1.37.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.37.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Paragraph 1.37.1, 1 or 2 above.

1.37.3 Certified DVBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.37.4 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 <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

1.37.5 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: <https://www.va.gov/osdbu/>.

5. RFSQ Subsection 1.42, Prohibition from Participation in Future Solicitation(s), is added as follows:

1.42 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor (“Proposer/Contractor”), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or the cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

6. RFSQ Subsection 2.4, Solicitation Requirements Review, is deleted in its entirety and replaced as follows:

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days of issuance of the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
 - 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 the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and the

Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

7. **RFSQ Subsection 2.6, SOQ Submission, is deleted in its entirety and replaced as follows:**

2.6 SOQ Submission

INITIAL DEADLINE FOR RECEIPT OF THE SOQ IS JANUARY 6, 2016, 2:00 p.m.

The SOQ will only be accepted by email. The SOQ must be emailed, in PDF format, by the deadline date and time and delivered as follows:

- Email SOQs to: Contracts@bh.lacounty.gov
- Email shall include the heading: AS-NEEDED PROFESSIONAL DESIGN SERVICES RFSQ

Emailed SOQs that are time stamped after 2:00 p.m. by the stated date and time will be reviewed at a later date. Vendors who submit a SOQ by facsimile (fax), mail (USPS mail, FedEx, etc.) will be rejected without review at the County's sole discretion.

8. **RFSQ Subsection 3.2, Disqualification Review, is deleted in its entirety and replaced as follows:**

3.2 Disqualification Review

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

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

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. The request for a Disqualification Review asserts that the Department's

determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

9. **Master Agreement Subsection 8.12 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law, is deleted in its entirety. and replaced with the following:**

8.12 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

10. **Master Agreement Subsection 8.17 Facsimile Representations, is deleted in its entirety and replaced with the following:**

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

- 11. Master Agreement Subsection 8.24.3 Workers Compensation and Employers' Liability, is deleted in its entirety and replaced with the following:**

8.24.3 Workers Compensation and Employers' Liability

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 12. Master Agreement Subsection 8.56 Prohibition from Participation in Future Solicitation(s), is added as follows:**

8.56 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or the cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

- 13. Master Agreement Subsection 9.2 Transitional Job Opportunities Preference Program, is deleted in its entirety and replaced with the following:**

9.2 Social Enterprise (SE) Preference Program

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another

in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.2.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

14. Master Agreement Subsection 9.3 Disabled Veteran Business Enterprise Preference Program (DVBE), is deleted in its entirety and replaced with the following:

9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another

in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

- 15. Appendix C, Transmittal Form to Request An RFSQ Solicitation Requirements Review, is deleted in its entirety and to be replaced with the following form:**

Appendix C: Request For Statement of Qualifications (RFSQ) Transmittal To Request A Solicitation Requirements Review