May 31, 2022

Addendum #2 to
Request for Statement of Qualifications for
As-Needed Environmental Consulting Services
RFSQ #DBH-65

The Department of Beaches and Harbors issues Addendum Two to the As-Needed Environmental Consulting Services RFSQ #DBH-65, which was released on October 18, 2017.

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 Appendix B and C.

Thank you for your interest in our RFSQ. All other terms and conditions of RFSQ #DBH-65 remain in effect.

Very truly yours,
GARY JONES, DIRECTOR

Angelica Vicente
Angelica Vicente
Administrative Services Manager I
The information hereunder supersedes any other information previously provided.

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

   1.29 Intentionally Omitted

2. **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.

   1.37.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at [http://dcba.lacounty.gov](http://dcba.lacounty.gov).

   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 their DVBE certification approval letter from the DCBA with their bid.

3. **RFSQ Subsection 1.40, Default Method of Payment: Direct Deposit or Electronic Funds Transfer, is added as follows:**

   1.40 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

   1.40.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

   1.40.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply
with all accounting, record keeping, and tax reporting requirements.

1.40.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

1.40.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

4. RFSQ Subsection 1.41, Vendor’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices, is added as follows:

1.41 Vendor’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

Contractors are required to complete Exhibit 15 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix A (Required Forms), certifying that they, and their subcontractors, are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

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 will 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. (Los Angeles County Code, Chapter 2.202).

6. **RFSQ Subsection 1.43, COVID-19 Vaccinations of County Contractor Personnel, is added as follows:**

   **1.43 COVID-19 Vaccinations of County Contractor Personnel**

   Vendors are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Vendors are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to submitting a SOQ to this solicitation. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

7. **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 will 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.

8. **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 NOVEMBER 22, 2017, 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 ENVIRONMENTAL CONSULTING 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.

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

10. Master Agreement Subsection 5.6 Default Method of Payment: Direct Deposit of Electronic Funds Transfer, is added as follows:

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.
11. **Master Agreement Subsection 8.2 Assignment and Delegation/Merger or Acquisitions**, is deleted in its entirety, and replaced with the following:

**8.2 Assignment and Delegation/Mergers or Acquisitions**

**8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

**8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this sub-paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County’s sole discretion, against the claims, which the Contractor may have against the County.

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsover without County’s express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12. **Master Agreement Subsection 8.10.1 Consideration of Hiring GAIN-GROW Participants**, is deleted in its entirety, and replaced with the following:

**8.10 Consideration of Hiring GAIN-GROW Participants**

**8.10.1** Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to
participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor’s minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

13. 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. Information and posters for printing are available at: https://lacounty.gov/residents/family-services/child-safety/safe-surrender/

14. 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 will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the parties will 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.

15. **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 must 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 must be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

16. **Master Agreement Subsection 8.54 Compliance with Fair Chance Employment Hiring Practices, is added as follows:**

**8.54 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

17. **Master Agreement Subsection 8.55 Compliance with the County Policy of Equity, is added as follows:**

**8.55 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE)
The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County’s expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

18. 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 will 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.

19. Master Agreement Subsection 8.57 COVID-19 Vaccinations of County Contractor Personnel, is added as follows:

8.57 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor’s sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, “Contractor Personnel”), must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, “In-Person Services”).

2. Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the second dose
in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel’s testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid
Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

5. In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Certification of Compliance) is a required part of any agreement with the County.

20. **Appendix B, Required Forms, Form P-9, is deleted in its entirety and to be replaced with the following form:**

Form P-9 – Attestation of Willingness to Consider GAIN/GROW Participants

21. **Appendix B, Required Forms, is amended to include the following form:**

Form P-17 – Compliance with Fair Chance Employment Hiring Practices Certification

22. **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
ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants 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, Vendor 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.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Vendor has a proven record of hiring GAIN/GROW participants.
   ______YES (subject to verification by County) ______NO

B. Vendor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Vendor is willing to interview qualified GAIN/GROW participants.
   ______YES ______NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
   ______YES ______NO ______N/A (Program not available)

Vendor Organization: ______________________________________________________________

Signature: __________________________________________________________________________

Print Name: __________________________________________________________________________

Title: ___________________________ Date: ___________________________

Telephone No.: __________________ Fax No.: __________________________
# COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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### PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

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REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Vendor requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

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<th>Vendor Name:</th>
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<td>Solicitation Title:</td>
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A Solicitation Requirements Review is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): (check all that apply)

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

______________________________  ______________________________
(Name)                                                                    (Title)

For County use only

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