

DEPARTMENT OF AGRICULTURAL COMMISSIONER/ WEIGHTS AND MEASURES



REQUEST FOR STATEMENT OF QUALIFICATIONS
for

AS-NEEDED VEGETATION MANAGEMENT SERVICES

April 2014

Prepared By
County of Los Angeles

**REQUEST FOR STATEMENT OF QUALIFICATION (RFSQ)
AS-NEEDED VEGETATION MANAGEMENT SERVICES
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1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles, Agricultural Commissioner/Weights and Measures Department (ACWM) is seeking qualified companies to enter into Master Agreements with the County to provide as-needed vegetation management services in three separate categories of work. Interested vendors who meet the minimum requirements can submit a Statement of Qualifications (SOQ) for one or all of the service categories which are:

Category 1: General Vegetation Trimming, Abatement and Removal

Working under the direct worksite guidance from ACWM personnel, vendors performing work in this category would be expected to perform some or all of the following activities on designated properties throughout Los Angeles County:

- Cutting, chipping and removal of weeds, brush and neglected landscaping
- Removal of leaves, twigs, needles or duff from grounds as well as in and around buildings
- Limbing up or pruning of brush and tree limbs up to six (6) inches in diameter and up to six (6) feet from the ground
- Chipping branches, limbs and other plant material onsite
- Hauling cut vegetation, leaves, needles and duff to a landfill for proper disposal

Category 2: General Vegetation and Light Tree Trimming, Abatement and Removal

Vendors performing work in this category would be expected to perform the same work activities in Category 1 AND trimming, pruning and/or complete removal of trees up to 30 feet high where the risk of property damage is low and there are no other special considerations such as tree health.

Category 3: General Vegetation and Large Tree Trimming, Abatement and Removal

Vendors performing work in this category would be expected to perform the same work activities in Category 1 and 2 AND trimming, pruning and/or complete removal of large trees or tree limbs, or tree work in any situation where there is a risk of property damage or the health of the tree is a concern. Vendors working in this Category can expect to be asked to work very close to or over the top of homes and other structures where the highest level of professionalism, skill, and experience are essential.

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 the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors in 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 - SAMPLE MASTER AGREEMENT:** The Sample Master Agreement used for this solicitation. The terms and conditions shown in Sample Master Agreement are not negotiable.
 - **B - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.
 - **C - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
 - **D - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County Code.
 - **E - JURY SERVICE ORDINANCE:** County Code.
 - **F - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
 - **G - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
 - **H - SAFELY SURRENDERED BABY LAW:** County program.
 - **I - DEFAULTED PROPERTY TAX REDUCTION PROGRAM**
County Code

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Master Agreement, Paragraph 2, Definitions.

1.4 Vendor's Minimum Qualifications

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

1.4.1 Service Category 1 (General Vegetation Trimming, Abatement and Removal)

Experience: Two (2) years within the last 10 years providing services equivalent or similar to the services identified in Sub-paragraph 1.1 (SCOPE OF WORK) above.

Special Certification: None

Equipment: Two (2) ton hauling capacity (truck or trailer). Commercial quality and reliable weed eaters (string trimmers), chainsaws and leaf blowers of sufficient quantity to accomplish the work without having to be shared by onsite personnel. Also, a reliable brush chipper with a 6" diameter cutting capacity and at least one (1) 7' pole pruner (pole saw).

Personnel: Crew size must consist of at least three (3) workers and one (1) experienced and cooperative leadperson.

1.4.2 Service Category 2 (General Vegetation and Light Tree Trimming, Abatement and Removal)

Experience: Five (5) years within the last 10 years providing services equivalent or similar to the services identified Sub-paragraph 1.1 (SCOPE OF WORK) above.

Special Certification: California Department of Consumer Affairs, Contractors State License Board, D49 License (Tree Service Contractor) and at least two (2) employees must be Certified Tree Workers by the Western Chapter of the International Society of Arboriculture.

Equipment: Same as Category 1, and a minimum 12" capacity brush chipper, a 25' boom lift and heavy duty stump grinder.

Personnel: Same as Category 1.

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1.4.3 Service Category 3 (General Vegetation and Large Tree Trimming, Abatement and Removal)

Experience: Ten (10) years providing services equivalent or similar to the services identified in Sub-paragraph 1.1 (SCOPE OF WORK) above.

Special Certification: California Department of Consumer Affairs, Contractors State License Board, D49 License (Tree Service Contractor). At least one person employed by the company must be a Certified Arborist by the International Society of Arboriculture and at least three (3) employees must be Certified Tree Workers by the Western Chapter of the International Society of Arboriculture.

Equipment: Same as Category 1, and a minimum 18" capacity brush chipper, a boom lift with a minimum reach of 50 feet, and a heavy duty stump grinder.

Personnel: Crew size must consist of at least four (4) workers and one (1) experienced and cooperative leadperson.

1.5 Master Agreement Process

- 1.5.1 The objective of this RFSQ process is to secure one or more qualified Vendors to provide Vegetation Management Services. Specific tasks, deliverables, etc. will be determined at the time the Department requests Work Order bids.
- 1.5.2 Master Agreements will be executed with all Vendors determined to be qualified. Upon the Department's execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter be solicited under competitive conditions to provide as-needed Vegetation Management Services under Work Orders to be issued by County. Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 1.5.3 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular Contractor's services or any services at all, during the term of the Master Agreement.
- 1.5.4 The Master Agreement includes three categories of services. Only those Contractors qualified for the specific category will be contacted to submit bids.

1.6 Master Agreement Term

1.6.1 It is anticipated that the Master Agreement recommended to the Board of Supervisors shall be for a period of 3 years with 2 one-year renewal options. Option periods will be exercised at the Department's discretion.

1.6.2 County will be continuously accepting SOQs throughout the duration of the Master Agreement to qualified Vendors. The Master Agreement will become effective upon the date of its execution by the Commissioner or designee.

1.7 County Rights and 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.

1.8 Contact 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:

Elizabeth Lopez
12300 Lower Azusa Road
Arcadia, CA 91006
elopez@acwm.lacounty.gov
(626) 350-7077

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.

1.9 Final Contract Award by the Board of Supervisors

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

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 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.12.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

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 solicitation requirement review)
- 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 Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 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. The Vendor must specifically label only those provisions of their respective 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 A – Sample Master Agreement, sub-paragraph 8.20. 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 A – Sample Master Agreement, sub-paragraphs 8.21 and 8.22.

1.15 SPARTA Program

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

1.16 Injury and 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.

1.17 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.

1.18 Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Independent Contractor Status sub-paragraph 8.19 in Appendix A, Master Agreement.

1.19 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 of 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 B - Required Form SOQ-4, Certification of No Conflict of Interest.

1.20 Determination of Vendor Responsibility

- 1.20.1 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.
- 1.20.2 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.
- 1.20.3 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

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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.

- 1.20.4 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.
- 1.20.5 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.
- 1.20.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.21 Vendor Debarment

- 1.21.1 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.

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- 1.21.2 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.
- 1.21.3 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.
- 1.21.4 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.
- 1.21.5 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.
- 1.21.6 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.

- 1.21.7 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.
- 1.21.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.21.9 Appendix F 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.

1.22 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).

1.23 Gratuities

1.23.1 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.

1.23.2 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.

1.23.3 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.

1.24 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 B - Required Forms, SOQ-7, as part of their SOQ.

1.25 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 G.

1.26 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

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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 B - Required Forms, SOQ-11, as part of their SOQ.

1.27 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.

1.28 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix A –Sample Master Agreement, sub-paragraph 8.30.

1.29 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.

1.30 County Policy on Doing Business with Small Business

- 1.30.1 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.
- 1.30.2 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 1.30 of this Section.
- 1.30.3 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.
- 1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix D.

1.31 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 E, and the pertinent jury service provisions of the Appendix A – Sample Master Agreement, sub-paragraph 8.6, 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.

- 1.31.1 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"

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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.

- 1.31.2 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.
- 1.31.3 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 B - Required Forms, SOQ-12, 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.

1.32 Local Small Business Enterprise Preference Program:

- 1.32.1 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 Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.32.2 To apply for certification as a Local SBE, companies may register at the Internal Services Department's website at: <http://laosb.org>
- 1.32.3 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.
- 1.32.4 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>

1.33 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.

1.34 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 – soq-3 1 - Vendor's Organization Questionnaire/Affidavit. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 Transitional Job Opportunities Preference Program

- 1.35.1 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.
- 1.35.2 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.

1.36 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix I, and the pertinent provisions of Appendix A, Sample Master Agreement, Sub-paragraph 8.45 and 8.46, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, in

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Appendix B – Required Forms, SOQ-13. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

1.37 Disabled Veteran Business Enterprise Preference Program (DVBE)

- 1.37.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as:
- 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or
 - 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
- 1.37.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.
- 1.37.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.
- 1.37.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.
- 1.37.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in Appendix B, Required Forms, SOQ-14, with supporting documentation with their proposal.

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

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

1.38 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors in 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 or his designee'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.....April 1, 2014
- Request for a Solicitation Requirements Review Due.....April 14, 2014
- Written Questions DueApril 17, 2014
- Questions and Answers Released.....April 24, 2014
- **SOQ due by May 14, 2014, at 5:00 P.M. (Pacific Time) for initial qualification. The County will continue to accept SOQs throughout the term of the Master Agreement.**

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 (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

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4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in 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 proposal due date.

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail, fax or e-mail to the individual identified below. All questions must be received by April 17, 2014. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

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

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

Questions should be addressed to:

Elizabeth Lopez
12300 Lower Azusa Road
Arcadia, CA 91766
(626) 350-7077
ELopez@acwm.lacounty.gov

2.6 Preparation and Format of the SOQ

All SOQs must be 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:

- Required Forms (Section A)
- Proof of Insurability (Section B)
- Proof of Certification(s)/ Licenses (Section C)

2.6.1 Required Forms (section A)

Proper SOQ submission shall consist of all of the Required Forms in APPENDIX B- Required Forms, appropriately completed and in the order listed on the Checklist (Required Form SOQ- 2).

2.6.2 Proof of Insurability (Section B)

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

2.6.3 Proof of Certification(s)/Licenses (Section D)

Vendor must furnish a copy of all required specialized certifications/licenses.

2.7 SOQ Submission

The original SOQ shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

“SOQ FOR AS-NEEDED VEGETATION MANAGEMENT SERVICES”

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

Los Angeles County
Department of Agricultural Commissioner/
Weights and Measures
12300 Lower Azusa Road
Arcadia CA 91006

Attention: _____

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in subparagraph 2.3. 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. Late submissions will be returned unopened.

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 to the same person identified in section 2.5 above (*Vendors' Questions*)

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 Required Forms and determine if the Vendor meets the minimum qualifications, as outlined in sub-paragraph 1.4 of this RFSQ in terms of experience, equipment, personnel and special certification(s)/licenses.

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.

3.1.2 Vendor's Performance History and References

County's review shall include the following:

- Vendors' past performance on department contracts, if any, will be reviewed. If serious performance issues are identified within the prior three years, the SOQ may be disqualified.
- Vendors will be evaluated on the verification of references as provide in the bid. In addition to the references, a review will include the County's Contract database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in disqualification of a SOQ.
- Additional information concerning references
 - 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.
 - County may disqualify a SOQ if:
 - ✓ References fail to substantiate Vendor's description of the services provided; or
 - ✓ References were for work/contracts unrelated to the kind proposed in this RFSQ; or
 - ✓ References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled service; or

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- ✓ 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 that Department staff will be contacting them during normal business hours.

3.1.3 Proof of Insurability

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

3.1.4 Proof of Certification(s)/Licenses

Review the proof of specialized certification(s) provided in **Section C** of the SOQ.

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 person or entity requesting a Disqualification Review is a Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. 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.

3.3 Master Agreement Award

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a

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The Department may also perform a pre-award inspection of any listed equipment. 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.