DEPARTMENT OF MEDICAL EXAMINER-CORONER
REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

AS-NEEDED PHYSICIAN FORENSIC PATHOLOGIST SERVICES

Prepared By:
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AS-NEEDED PHYSICIAN FORENSIC PATHOLOGIST SERVICES

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1 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles, Department of Medical Examiner-Coroner (Department) is seeking qualified (Physicians) Forensic Pathologist to enter into Master Agreements with the County to perform services on an as-needed basis.

The primary mission of the Department is to inquire into and determine the cause, manner and circumstances of all unnatural, suspicious, unusual, violent, sudden and unattended deaths. The cause of death is determined by investigation, post mortem examination and laboratory testing. Services performed by Forensic Pathologist are required in the determination of the cause of death.

In order to fulfill its primary mission, the Department is releasing this Request for Statement of Qualifications (RFSQ) seeking qualified candidates who are interested in offering as-needed pathology services. Pathologists that are determined to be qualified by the Department will form a pool of eligible Contractors that may perform pathology services on an as-needed basis.

1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the required Minimum Qualifications, provides information regarding some of the requirements of the Master Agreement and explains the solicitation process.
- **SUBMISSION INSTRUCTIONS:** Instructs the applicant on how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION/ QUALIFICATION PROCESS:** Explains how the applicant's SOQ will be reviewed, qualified and selected.
- **APPENDICES:**
  - **A - REQUIRED FORMS:** Forms contained in this section must be

completed and included in the SOQ.

- **B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to department requesting a Solicitation Requirements Review.
- **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **D - JURY SERVICE ORDINANCE:** County policy.
- **E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **G - SAFELY SURRENDERED BABY LAW:** County program.
- **H - SAMPLE MASTER AGREEMENT:** This document is substantially similar to the Master Agreement that will be used during the term of the Agreement. The terms and conditions shown in the Master Agreement are not negotiable. Attached to the Sample Master Agreement is the Statement of Work to be performed by Contractor.
- **I - DEFAULTED PROPERTY TAX REDUCTION PROGRAM County Code**
- **J - SCHEDULE OF FEES:** Fixed Fee to be paid by County to Contractor for services performed as set forth under a consultant Agreement of this RFSQ.

1.3 Minimum Qualifications

Interested and qualified Individuals that meet the mandatory Minimum Qualifications stated below are invited to submit a SOQ.

1.3.1 Must hold a valid State of California Physicians & Surgeons license.

1.3.2 Must be Board Certified in Anatomic and Forensic Pathology.

1.3.3 Must be able to physically handle the rigors of a "moderate' class position as defined by Los Angeles County Department of Human Resources ["MODERATE": includes standing or walking most of the time, with bending, stooping, squatting, twisting, and reaching; includes working in irregular surfaces, occasionally lifting objects weighing over 25 pounds, and frequent lifting of 10-25 pounds.]

Desirable Qualifications:

1.3.4 Prior experience providing consultations to a Medical Examiner/Coroner Office or as a qualified expert witness in Forensic Pathology in California Civil or Criminal court.

1.4 Master Agreement Process

The objective of this RFSQ process is to secure a pool of eligible Contractors to perform Forensic Pathology services on an as-needed basis. The Department, at its sole discretion, shall assign a Contractor a Work Order indicating specific tasks, deliverables, work load/cases etc.

1.4.1 Master Agreements may be entered into with Forensic Pathologists determined by the Department, at its sole discretion, to be qualified.

1.4.2 Upon the Department's execution of these Master Agreements, the qualified Forensic Pathologist will become a County Contractor and thereafter may perform services on as-needed basis. Work Orders assigned by the Department shall include a Statement of Work, which shall include the Coroner case assigned and the type of service required. Payment for all completed work shall be made on a fixed price basis per assigned Coroner case, subject to the Maximum Contract Sum. The execution of a Master Agreement does not guarantee a Contractor any

minimum amount of work or payment from the County.

1.5 Master Agreement Term

1.5.1 The term of the Master Agreement will commence on the effective date and expire on June 30th following the effective date. Renewal options will be at the Department's sole discretion, as delegated by the County of Los Angeles Board of Supervisors.

1.5.2 This RFSQ will be open-ended until the needs of the Department are met. County will be continuously accepting SOQ's throughout the duration of the Master Agreement from qualified applicants. There may be periodic due dates. The initial due date for this solicitation period will be thirty (30) days. SOQ not received within thirty (30) days from receipt of this solicitation may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the Minimum Qualifications. The resulting Master Agreement will become effective upon the date of its execution by the Director's, Department of Medical Examiner-Coroner or designee.

1.6 Master Agreement Additional Terms and Conditions

Master Agreement Additional Terms and Conditions are contained in *Appendix H - Master Agreement*. Vendor's are advised that the Master Agreement Additional Terms and Conditions come directly from the County Code or are mandated by the County's Board of Supervisors and are typically not negotiable. If a Vendor takes exception to any of the terms and conditions of this RFSQ and any appendix and exhibit thereto, Vendor shall describe in detail exception(s) taken and provide alternative language.

1.7 County Rights & Responsibilities

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

1.8 Contact with County Personnel

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

County of Los Angeles
Department of Medical Examiner-Coroner
Attn: Silvia Gonzalez, Contracts Manager
1104 N. Mission Road
Los Angeles, CA 90033
e-mail address: sgonzalez@coroner.lacounty.gov

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 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://camisvr.co.la.ca.us/webven/

1.10 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.

1.11 Protest Process

1.11.1 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 1.11.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

1.11.2 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

1.11.3 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 (see sub section 2.4)
Review of a Disqualified SOQ (see sub section 3.2)

1.12 Notice to Vendor's Regarding Public Records Act

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

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

1.13 Indemnification and Insurance

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

1.14 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, Vendors may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com .

1.15 Background and Security Investigations

Background and security investigations may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement.

1.16 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision sub-paragraph 7.7 and the Independent Contractor Status sub-paragraph 4 in Appendix H, Master Agreement.

1.17 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 A - Required Forms Exhibit 2, Certification of No Conflict of Interest.*

1.18 Determination of Vendor Responsibility

1.18.1 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 contractors.

1.18.2 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.

1.18.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.18.4 If there is evidence that a 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.

1.18.5 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.

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

1.19 Vendor Debarment

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

County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.19.2 If there is evidence that the 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.

1.19.3 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.

1.19.4 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.

1.19.5 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.

1.19.6 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.

1.19.7 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.

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

1.19.9 *Appendix E* is a listing of Contractors that are currently on the *Debarment List for Los Angeles County.*

1.20 Gratuities

1.20.1 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.

1.20.2 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.

1.20.3 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.

1.21 Notice to Vendors Regarding the County Lobbyist Ordinance

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

1.22 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.

1.23 Notification to County of Pending Acquisitions/Mergers by Proposing

Company

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

1.24 Vendor's Adherence to County's 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).

1.25 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 F.

1.26 Recycled Bond Paper

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

1.27 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.

1.28 County Policy on Doing Business with Small Business

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.

The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process.

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. The County also has a Policy on Doing Business with Small Business that is stated in Appendix C.

In reviewing Work Order Bids, the County will give Local SBE preference to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.

A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration data base may qualify to request the Local SBE Preference in a solicitation.

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

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.

1.29 Contractor's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the Background and Resources: California Charities Regulations, Appendix I. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Appendix I, Charitable Contributions Certification.

In Appendix I, prospective contractors certify either that:

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

- OR -

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

Prospective County contractors that do not complete Appendix I, as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its

obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.30 Disabled Veteran Business Enterprise Preference Program (DVBE)

1.30.1 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).

1.30.2 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.

1.30.3 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.

1.30.4 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.

1.30.5 To request the Disabled Veteran Business Enterprise Preference, Vendor must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in Appendix A, Required Forms, Exhibit 13, with supporting documentation with their proposal.

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

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

1.31 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 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 a SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Department's sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ ..... June, 2016
- Initial due date ..... Thirty (30) days from receipt of this solicitation

2.4 Solicitation Requirements Review

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

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

The Solicitation Requirements Review shall be completed and the department's determination shall be provided to the Vendor, in writing, within a reasonable

time prior to the SOQ due date.

All Requests for Review should be submitted to the County (see sub section 1.8)

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail, or e-mail to the County. When submitting questions, please specify the RFSQ section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group or summarize 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 the CPOC (see sub section 1.8)

2.6 SOQ Submission

One (1) original SOQ and two (2) numbered copies shall be enclosed in a sealed package, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words: "SOQ FOR PHYSICIANS FORENSIC PATHOLOGIST SERVICES"

In order to be considered the SOQ must be submitted to the following address:

County of Los Angeles
Department of Medical Examiner-Coroner
Attn: Silvia Gonzalez, Contracts Manager
1104 N. Mission Road
Los Angeles, CA 90033

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received. 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.**

2.7 Preparation and Format of the SOQ

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

General Format Requirements as follows:

- SOQ must be typewritten or machine printed. SOQ must be on eight and a half inch by eleven-inch (8-1/2" x 11") standard white bond paper with one-inch margins. Minimum font is eleven (11) point.
- SOQ must be numbered sequentially throughout from beginning to end, to ensure that there are no missing or duplicate pages.
- Vendor must submit one (1) original and one (1) copy of the SOQ for a total of two (2). Failure to submit the required number of SOQs as specified may be cause for rejection of the submission, which is at the sole discretion of the Department.

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

- Cover Letter
- Table of Contents
- Vendor Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Curriculum Vitae and Proof of Licenses (Section D)
- Exceptions (Section E)

2.7.1 Cover Letter (2 page maximum)

Cover letter shall be a maximum of two (2) page in length, and shall include:

- Vendors' legal name and address.
- Contact person(s) name, address, telephone and facsimile numbers, and e-mail address.
- Name and address of person authorized to legally bind the vendor to an Agreement.
- A statement that the Vendor will bear sole and complete responsibility for all services performed.
- Vendor shall include a statement acknowledging and agreeing that this Agreement is paid on a fixed fee per assigned Coroner case basis.
- A statement agreeing acceptance of all terms and conditions of this RFSQ and all appendices and exhibits thereto.
- If a Vendor takes exception to any of the terms or conditions of this RFSQ and any appendix and exhibit thereto, Vendor shall indicate exceptions exist, and list all exception(s) in SOQ, Section D.

2.7.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers (as listed in Section 2.7).

2.7.3 Qualifications and Capabilities (SOQ, Section A)

Vendor shall demonstrate that Vendor is qualified and capable to perform the services required in the Agreement. The following sections must be included:

A. Minimum Qualifications (SOQ, Section A.1)

This section must describe how Vendor meets each of the mandatory Minimum Qualifications requirements outlined in this RFSQ, Section 1.3 (Minimum Qualifications).

B. Vendor's Background and Experience (Section A.2)

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 as set forth in *Appendix A.* In addition, provide a summary of experience in providing the required services. Explain and state the number of years of experience Vendor has had in providing the same or similar services requested in this RFSQ. Provide relevant background information to demonstrate that the Vendor has the experience and capability to perform the required services as an individual, corporation or other entity.

C. Vendor's References (Section A.3)

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

a. *Prospective Contractor References, Exhibit 6*
   Vendor must provide references where the same or similar scope of services were provided.

b. *Prospective Contractor List of Contracts, Exhibit 7*
   The listing must include all Public Entities contracts for the <u>last two (2) years</u>. A photocopy of this form should be used if necessary.

c. *Prospective Contractor List of Terminated Contracts, Exhibit 8*
   Listing must include contracts terminated within the past three (3) years with a reason for termination.

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

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or

- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled services, or
- the Department is unable to reach the referenced point of contact with reasonable effort.

D. Approach to Statement of Work (Section A.4)

This section must describe Vendor's ability to provide any and all services required in the Agreement, specifically addressing the Statement of Work. Vendor shall provide a written summary describing how the Vendor intends to satisfy the following areas of the Statement of Work:

- Examination
- Consultation
- Compliance with Medical Examiner Rules and Procedures
- Hours of Operations
- Security and Confidentiality Requirements
- General Fitness Requirements
- Workload

E. Vendor's Pending Litigation and Judgments (Section A.5)

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

2.7.4 Required Forms (Section B)

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

Exhibit 2	Certification of No Conflict of Interest
Exhibit 3	Vendor's Equal Employment Opportunity (EEO) Certification
Exhibit 4	*Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program*

	Consideration and CBE Firm/Organization Information Form Vendor to complete and submit with the SOQ. Attach Local SBE Certification Letter issued by Los Angeles County Office of Affirmative Action Compliance.
Exhibit 5	Familiarity with the County Lobbyist Ordinance Certification
Exhibit 9	Attestation of Willingness to Consider GAIN/GROW Participants
Exhibit 10	*County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception*
Exhibit 11	*Charitable Contributions Certification*
Exhibit 12	*Certification of Compliance with County's Defaulted Property Tax Reduction Program*
Appendix J	Schedule of Fees

Vendor's submission of a signed signature page constitutes acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of the Master Agreement.
Acknowledgement and acceptance of fixed fee paid by County to Contractor to perform the services specified in the Agreement.

2.7.5 Proof of Insurability (Section C)

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

2.7.6 Curriculum Vitae and Proof of Licenses (Section D)

Provide Curriculum Vitae.
Provide copies of educational and license certificates.

2.7.7 Exceptions (Section E)

If a Vendor takes exception to any of the terms and conditions of this RFSQ or any appendix and exhibit thereto, Vendor shall describe in detail exception(s) taken and provide alternative language.

2.8 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 Department.

3 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

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

3.1.1 Adherence to Minimum Qualifications

County shall review the *Vendor's Organization Questionnaire/Affidavit – Exhibit 1 of Appendix A, Required Forms,* and determine if the Vendor meets the minimum qualifications of this RFSQ.
Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in any SOQ if the sum and substance of the SOQ is present.

Vendor's Qualifications (Section A)
County's review shall include the following:

- A review to determine that the Vendor meets all Minimum Qualifications.
- Background and Experience as provided in Section A.2 of the SOQ.
- Vendor's References as provided in Section A.3. The review will include verification of references submitted, a review of the County's

Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

- A review to determine that the Vendor's approach to providing forensic pathology services will meet the requirements of the Statement of Work.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.5.

3.1.2 Required Forms

All forms listed in Appendix A, including Appendix J (Schedule of Fees) except as instructed elsewhere, must be included in **Section B** of the SOQ.

3.1.3 Proof of Insurability

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

3.1.4 Curriculum Vitae and Proof of Licenses

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

3.1.5 Exceptions

Review exceptions provided in **Section E** (if any).

3.2 Disqualification Review

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

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied. A Disqualification Review shall only be granted under the following circumstances:

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

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

3.3 Selection/Qualification Process

The Department will select Vendors that possess a high level of experience and have demonstrated the ability to perform Forensic Pathology services at the standards of the Los Angeles County Chief Medical Examiner-Coroner. The Department, at its sole discretion, may offer Master Agreements to more than one Vendor.

3.4 Master Agreement Award

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

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