



INTERNAL SERVICES DEPARTMENT

RFP-IS-13255001

REQUEST FOR PROPOSALS

FOR

Electrical Products

December 04, 2012

Prepared By
County of Los Angeles

**REQUEST FOR PROPOSALS (RFP)
ELECTRICAL PRODUCTS**

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	Purpose	1
1.2	Overview of Solicitation Document.....	1
1.3	Terms and Definitions	2
1.4	Minimum Mandatory Requirements	2
1.5	County Rights & Responsibilities	2
1.6	Contact with County Personnel	2
1.7	Master Agreement Term	3
1.8	Final Agreement Award Determination	3
1.9	Mandatory Requirement to Register on County’s WebVen.....	3
1.10	County’s Option to Reject Proposals.....	3
1.11	Protest Policy	4
1.12	Notice Proposers Regarding the Public Records Act.....	5
1.13	Indemnification	6
1.14	Insurance.....	6
1.15	Injury & Illness Prevention Program (IIPP).....	9
1.16	Background and Security Investigations	10
1.17	Conflict of Interest	10
1.18	Determination of Proposer Responsibility	10
1.19	Proposer Debarment	11
1.20	Proposer’s Adherence to County’s Child Support Compliance Program	12
1.21	Gratuities	13
1.22	Notice to Proposers Regarding the County Lobbyist Ordinance.....	13
1.23	Federal Earned Income Credit	14
1.24	Consideration of GAIN/GROW Participants for Employment.....	14
1.25	County’s Quality Assurance Plan	14
1.26	Recycled Bond Paper.....	14
1.27	Safely Surrendered Baby Law.....	15
1.28	Jury Service Program.....	15
1.29	Local Small Business Enterprise Preference Program	16
1.30	Notification to County of Pending Acquisitions/Mergers by Proposing Company ..	17
1.31	Transitional Job Opportunities Preference Program	17

**REQUEST FOR PROPOSALS (RFP)
ELECTRICAL PRODUCTS**

TABLE OF CONTENTS

1.32	Defaulted Property Tax Reduction Program	18
1.33	Master Agreement Terms and Conditions.....	18
2.0	PROPOSAL SUBMISSION REQUIREMENTS	29
2.1	County Responsibility.....	29
2.2	Truth and Accuracy of Representations	29
2.3	RFP Timetable	29
2.4	Proposers' Questions	30
2.5	Proposers Conference	30
2.6	Preparation of the Proposal.....	30
2.7	Business Proposal Format	31
2.8	Cost Proposal Format	35
2.9	Cost Proposal Instructions	36
2.10	Proposal Submission and Requirements	37
3.0	SELECTION PROCESS AND EVALUATION CRITERIA.....	39
3.1	Selection Process.....	39
3.2	Adherence to Minimum Requirements (Pass/Fail).....	40
3.3	Disqualification Review	40
3.4	Business Proposal Evaluation and Criteria	41
3.5	Cost Proposal Evaluation Criteria	42

**REQUEST FOR PROPOSALS (RFP)
ELECTRICAL PRODUCTS**

TABLE OF CONTENTS

APPENDICES

- APPENDIX A: REQUIRED FORMS
- APPENDIX B: COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
- APPENDIX C: JURY SERVICE ORDINANCE
- APPENDIX D: SAFELY SURRENDERED BABY LAW
- APPENDIX E: CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT
- APPENDIX F: DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- APPENDIX G: PRICE PROPOSAL EXHIBITS (Multiple files)
- APPENDIX H: SUPPLIER WORKSHEET AND INFORMATION FOR NATIONAL PROGRAM CONSIDERATION
- APPENDIX I: U.S. COMMUNITIES ADDITIONAL TERMS AND CONDITIONS FOR NATIONAL PROGRAM CONSIDERATION

1.0 INTRODUCTION

1.1 Purpose

The Internal Services Department (ISD) of the County of Los Angeles (County), on behalf of itself and all participating states, local governments, school districts, and higher education institution in the United States, and other government agencies and nonprofit organizations, is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical Products.

1.2 Overview of Solicitation Document

This Request for Proposals (RFP) is composed of the following parts:

- **INTRODUCTION:** Specifies the RFP's minimum requirements and provides information regarding the requirements of the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Sets forth instructions to Proposers regarding the preparation and submission of proposals.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Includes information on how proposals will be evaluated and selected.
- **APPENDICES:**
 - **A - REQUIRED FORMS:** Forms that must be completed and included as part of the proposal.
 - **B - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
 - **C - JURY SERVICE ORDINANCE:** County Code.
 - **D - SAFELY SURRENDERED BABY LAW:** County program.
 - **E - CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT:** County Code
 - **F - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code
 - **G - PRICE PROPOSAL EXHIBITS:** Forms that must be completed and included as part of the proposal.
 - G – A: Bid Price Sheets
 - G – B: Non – Core National
 - G – C: Core National
 - G – D: Non - Core Local
 - G – E: Core Local

- **H - SUPPLIER WORKSHEET AND INFORMATION:** Form/questionnaire that must be completed and included as part of the proposal for national program agreement consideration.

- **I - U.S. COMMUNITIES ADDITIONAL TERMS AND CONDITIONS FOR NATIONAL PROGRAM CONSIDERATION:** Includes U. S. Communities Administration Agreement that must be completed, signed unaltered, and included as part of the proposal for national program agreement consideration.

1.3 Terms and Definitions

Throughout the solicitation documents, there are terms which are synonymous and interchangeable, such as "Vendor" or "Supplier" and "Contractor," "Proposer" and "Bidder," "Proposal" and "Bid," and "Agreement" or "Master Agreement" and "Contract."

1.4 Minimum Mandatory Requirement (Pass/Fail)

Interested and qualified Proposers that can demonstrate their ability to successfully provide the goods and services requested under this RFP are invited to submit proposal(s), provided they meet the following requirement:

- Proposer must have three (3) years experience, within the last five (5) years, providing Electrical Products and Services equivalent or similar to the services provided to the County.
- Proposer must attend the mandatory pre-bid conference.
- Proposer must submit and complete unaltered USC Administration Agreement – Appendix I

1.5 County Rights & Responsibilities

The County has the right to amend this RFP by one or more written addenda. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each person or organization which County records indicate has received this RFP.

Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal 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.

1.6 Contact with County Personnel

All contact with the County regarding this RFP or any matter relating thereto must be

in writing and mailed, e-mailed or faxed as follows:

Ted Lo, Purchasing & Contracts Analyst
1100 N. Eastern Avenue, Room G-115
Los Angeles, California 90063
Fax # (323) 415-8662
Email address: tlo2@isd.lacounty.gov

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

1.7 Master Agreement Term

The Master Agreement term shall be for a period of three (3) years from the date of award, with two (2) additional 12-month extension options which may be exercised at the sole discretion of the County.

1.8 Final Agreement Award Determination

The County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of the County.

Additionally, participation in the national program is not a mandatory component or requirement in this solicitation in order for a Proposer to receive an award. Proposers have the option to be considered for a local agreement only, or for both a local and national program agreement.

Pursuant to California Government Code Section 25500 et seq., and County Code, Section 2.81.800, the County's Purchasing Agent has the responsibility to make the final determinations necessary to arrive at a decision to award, or not award, an agreement.

1.9 Mandatory Requirement to Register on County's WebVen

Prior to the award of a Master Agreement under this RFP, all potential Vendors must register in the County's Vendor Registration System ("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.

1.10 County Option to Reject Proposals

The County may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a

submitted proposal.

1.11 Protest Policy

Bid protests are filed by Vendors because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by the County during the solicitation process. Common reasons for Vendors filing a bid protest include:

- The Master Agreement was awarded to Vendor with higher prices.
- The Vendor's proposal was rejected for invalid reasons.
- The Vendor awarded the resultant Master Agreement did not comply with RFP specifications.

1.11.1 General Authority

The County's Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by County departments, districts or agencies which are governed by the County's Board of Supervisors. Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:

- California Government Code Section 25501, *et seq.*;
- Title 2, Chapter 2.81 of the Codified Ordinance of the County of Los Angeles; and
- Section 24 of the County Charter.

1.11.2 PROTEST PROCEDURE

Upon a determination of Vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award via email.

- A. Non-selected Vendors will have three (3) business days from the date the notice is posted to file a formal bid protest with the Purchasing and Contracts Analyst (herein the "Buyer") that conducted the solicitation.
- B. The bid protest, which must be received by the Buyer within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
- C. Upon execution of the Master Agreement with the selected Vendor, the Purchasing Agent will not take action on a bid protest, but a written response will be provided to the protesting Vendor.

- D. If a Vendor's bid protest is appropriately filed, the Purchasing Agent may delay the award of the Master Agreement until the matter is resolved.
- E. Notwithstanding the foregoing, throughout the bid protest review process, the County has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid 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.
- F. The Purchasing Agent or designee will respond to all bid protests in a timely manner.

1.11.3 Review of Solicitation Requirements and Specifications

A vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received prior to the closing date of the solicitation.

- A. The request must itemize, in appropriate detail, each matter contested and a factual reason(s) for the requested review (e.g., the specifications were too narrow and limited competition, etc.).
- B. The Purchasing Agent or designee will provide a written response to each vendor requesting such a review.

1.12 Notice to Proposers Regarding the Public Records Act

Responses to this solicitation shall become the exclusive property of the County.

Pursuant to the California Public Records Act, Government Code 6250 *et seq.*, and County Purchasing Policy P-1300 (Inspection of Public Records), all bid information, proposals, or any part thereof, that are submitted in response to Purchasing Agent solicitations become a public record once a "Notice of Intent to Award" a purchase order or agreement has been issued, with the exception of those parts of each proposal which are justifiably defined by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

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. The Proposer(s) must specifically label only those provisions of the proposal which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless the County for any liability arising from or in connection with the County's failure to disclose, in response to a request under the California Public Records Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

1.13 Indemnification

The Supplier shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Supplier's acts and/or omissions arising from and/or relating to the Master Agreement.

1.14 Insurance

Without limiting Supplier's indemnification of County, and in the performance of the Master Agreement and until all of its obligations pursuant to the Master Agreement have been met, Supplier shall provide and maintain at its own expense insurance coverage satisfying the requirements specified herein. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Supplier pursuant to the Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Supplier for liabilities which may arise from or relate to the Master Agreement.

1.14.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under the Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Supplier's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Supplier and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference the Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Supplier identified as the contracting party in the Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Supplier also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Supplier.
- Supplier also shall promptly notify County of any third party claim or suit filed against Supplier or any of its Subcontractors which arises from or relates to the Master Agreement, and could result in the filing of a claim or lawsuit against Supplier and/or County.

1.14.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Supplier's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Supplier's acts or omissions, whether such liability is attributable to the Supplier or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein.

Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

1.14.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

1.14.4 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

1.14.5 Failure to Maintain Insurance

Supplier's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Supplier, and/or suspend or terminate the Master Agreement. County, at its sole discretion, may obtain damages from Supplier resulting from said breach.

1.14.6 Supplier's Insurance Shall Be Primary

Supplier's insurance policies, with respect to any claims related to the Master Agreement, shall be primary with respect to all other sources of coverage available to Supplier. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Supplier coverage.

1.14.7 Waivers of Subrogation

To the fullest extent permitted by law, the Supplier waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to the Master Agreement. The Supplier shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

1.14.8 Subcontractor Insurance Coverage Requirements

Supplier shall include all Subcontractors as insureds under Supplier's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Supplier shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Supplier as additional insureds on the Subcontractor's General Liability policy. Supplier shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

1.14.9 Deductibles and Self-Insured Retentions (SIRs)

Supplier's policies shall not obligate the County to pay any portion of any Supplier deductible or SIR. The County retains the right to require Supplier to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Supplier's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

1.14.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of the Master Agreement. Supplier understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

1.14.11 INSURANCE COVERAGE

A. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

- General Aggregate: \$2 million
- Products/Completed Operations Aggregate: \$1 million
- Personal and Advertising Injury: \$1 million
- Each Occurrence: \$1 million

B. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Supplier's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

1.14.12 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

1.15 Injury & Illness Prevention Program (IIPP)

Supplier 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. Supplier must provide a copy of Vendor's IIPP if requested by County.

1.16 Background and Security Investigations

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

1.17 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Supplier for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 5 (Certification of No Conflict of Interest) of Appendix A (Required Forms).

1.18 Determination of Proposer Responsibility

A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Proposers. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any County agreements, including but not limited to, the Master Agreement, refer to Appendix E (Determinations of Contractor Non-Responsibility and Contractor Debarment)

- 1.18.1 The County may declare a Proposer to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform an agreement 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.
- 1.18.2 If there is evidence that the Proposer may not be responsible, the County shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The County shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the County's recommendation.
- 1.18.3 If the Proposer presents evidence in rebuttal to the County, the County 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 Proposer shall reside with the Board of Supervisors.

- 1.18.4 These terms shall also apply to proposed subcontractors of Proposers on County agreements.

1.19 Proposer Debarment

The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer 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 Proposer's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Proposer 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 Proposer'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.

- 1.19.1 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the County shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 1.19.2 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer'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 Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 1.19.3 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.

- 1.19.4 If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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 Proposer 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.
- 1.19.5 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer 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.
- 1.19.6 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 Proposers on County Master Agreements.
- 1.19.9 Proposer must inform County of any exclusion from participation in a federally funded program. This information shall be provided by the Proposer on Exhibit 15 (Exclusion from Participation in a Federally Funded Program) of Appendix A (Required Forms).

1.20 Proposer's Adherence to County's Child Support Program

Proposers shall fully comply with (i) all applicable State and Federal reporting requirements relating to employment reporting for its employees, and (ii) all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment, and continue to maintain compliance during the term of any Master Agreement 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 Supplier (County Code Chapter 2.202).

1.21 Gratuities

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Master Agreement or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission.

A Proposer 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 the Master Agreement.

A Proposer 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 Proposer's submission being eliminated from consideration.

Forms 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.

1.22 Notice to Proposers 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 Master Agreement must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP.

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 Proposer 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 Exhibit 6 (Certification of Familiarity with the County Lobbyist Ordinance) of Appendix A (Required Forms), as part of their proposal.

1.23 Federal Earned Income Credit

The Supplier 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 Internal Revenue Service Notice No. 1015.

1.24 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for the Master Agreement award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening.

Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Master Agreement award. Proposers shall complete and return Exhibit 9 (Attestation of Willingness to Consider GAIN/GROW Participants) of Appendix A (Required Forms), along with their proposal.

1.25 County's Quality Assurance Plan

After the Master Agreement award, the County or its agent will evaluate the Supplier's performance under the Master Agreement on a periodic basis. Such evaluation will include assessing Supplier's compliance with all terms and conditions of the Master Agreement and performance standards set forth therein.

Supplier's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Master Agreement may result in termination, in whole or in part, of the Master Agreement, if improvement/corrective action measures taken by the County and Supplier, does not occur consistent with the corrective action measures. The County may also impose other penalties, as specified in the Master Agreement.

1.26 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper to reduce the amount of solid waste deposited at the County landfills. If awarded an agreement, the Supplier will be required to agree to use recycled-content

paper to the maximum extent possible in its performance under the Master Agreement.

1.27 Safely Surrendered Baby Law

The Supplier 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 D (Safely Surrendered Baby Law) of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.28 Jury Service Program

The prospective Master Agreement will be subject to the requirements of the County's Supplier Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Suppliers should carefully read Appendix C (Jury Service Ordinance).

The Jury Service Program applies to both Suppliers and their Subcontractors.

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

- 1.28.1 The Jury Service Program requires Suppliers and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Supplier, 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 Supplier or that the Supplier deduct from the employee's regular pay the fees received for jury service.
- 1.28.2 For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Supplier and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Supplier 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 Supplier'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.
- 1.28.3 There are two ways in which a Supplier might not be subject to the Jury Service Program. The first is if the Supplier does not fall within the Jury Service Program's definition of "Supplier". The Jury Service Program defines "Supplier" to mean a person, partnership, corporation or other entity which has a Master Agreement with the County or a Subcontractor Agreement with a County Supplier and has received or will receive an

aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontractor Agreements.

The second is if the Supplier meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Suppliers 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 Master Agreement 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 Suppliers that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Supplier is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.28.4 If a Supplier does not fall within the Jury Service Program’s definition of “Supplier” or if it meets any of the exceptions to the Jury Service Program, then the Supplier must so indicate in Exhibit A (Certification Form and Application for Exception) of Exhibit 10 (Required Forms), 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 Supplier’s application, the County will determine, in its sole discretion, whether the Supplier falls within the definition of Supplier or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

1.29 Local Small Business Enterprise Preference Program

Although Small Businesses are encouraged to participate for a local award, or to partner with larger suppliers for a national program offering, the Local Small Business Enterprise Preference Program shall not be applied to this solicitation.

Pursuant to Los Angeles County Code, Chapter 2.204.070(A) entitled “Exclusions,” the local small business enterprise preference shall not be given for national contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar or related group purchasing organization.

Notwithstanding, and wherever possible, larger suppliers are strongly encouraged to partner with, and/or subcontract portions of the work to responsible and qualified Community Business Enterprise owned businesses and/or Small Business entities.

For those Suppliers interested in the Local Small Business Enterprise Preference Program for applicable future County solicitations:

- 1.29.1 In order to become certified, Suppliers must meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code.
- 1.29.2 A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) must have its principal office located in Los

Angeles County for at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

- 1.29.3 To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's web-site at:
<http://oaac.co.la.ca.us/Master Agreement/sbemain.html>

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

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix A (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.31 Transitional Job Opportunities Preference Program

In evaluating proposals, 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.

- 1.31.1 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 Service 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 County with their proposal response to the County 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 the County.
- 1.31.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the County, which must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 1.31.3 To request the Transitional Job Opportunities Preference, a Proposer must complete Exhibit 12 (Transitional Job Opportunities Preference Application)

of Appendix A (Required Forms) and submit it along with all supporting documentation with its proposal.

1.32 Defaulted Property Tax Reduction Program

The prospective Master Agreement will be subject to the requirements of the County's Defaulted Property Tax Reduction Program (Los Angeles County Code, Chapter 2.206). Prospective Suppliers should carefully read Appendix F (Defaulted Tax Program Ordinance) and the pertinent provisions which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Suppliers 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 Master Agreement that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliance Supplier. This information shall be provided by the Proposer on Exhibit 13 (Certification of Compliance with the County's Default Property Tax Reduction Program) of Appendix A (Required Forms).

1.33 Master Agreement Terms and Conditions

Any resultant Master Agreement award(s) made from this solicitation process will be subject to the following additional terms and conditions:

1.33.0 GOVERNING LAW, JURISDICTION AND VENUE

The Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Supplier agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding the Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

1.33.1 MOST FAVORED PUBLIC ENTITY

If the Supplier's prices decline, or should the Supplier at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

1.33.2 NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Supplier certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex,

age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- A. The Supplier shall certify to, and comply with, the provisions of Exhibit 8 (Contractor's EEO Certification) of Appendix A (Required Forms).
- B. The Supplier shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- C. The Supplier certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Master Agreement or under any project, program, or activity supported by the Master Agreement.
- D. The Supplier certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- E. The Supplier shall allow County representatives access to the Supplier's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by the County.
- F. If the County finds that any provisions of this section 1.33.2 have been violated, such violation shall constitute a material breach of the Master Agreement upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of the Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Supplier has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Supplier has violated the anti-discrimination provisions of the Master Agreement.

- G. The parties agree that in the event the Supplier violates any of the anti-discrimination provisions of the Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending the Master Agreement.

1.33.3 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Supplier. This Master Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

1.33.4 NOTICE OF DELAYS

Except as otherwise provided under the Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Master Agreement, that party shall, within two (2) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

1.33.5 NOTICE OF DISPUTES

The Supplier shall bring to the attention of the County any dispute between the County and the Supplier regarding the performance of services as stated in the Master Agreement.

The County Purchasing Agent and/or his designee shall make the sole determination regarding the disposition and resolution of the dispute.

1.33.6 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in the Master Agreement.

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Purchasing Agent or his designee shall have the authority to issue all notices or demands required or permitted by the County under the Master Agreement.

1.33.7 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Supplier and the County agree that, during the term of the Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee

of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

1.33.8 PUBLICITY

The Supplier shall not disclose any details in connection with the Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law.

- A. However, in recognizing the Supplier's need to identify its products and services and related clients to sustain itself, the County shall not prohibit the Supplier from publishing its role under the Master Agreement under the following conditions:
 - The Supplier shall develop all publicity material in a professional manner; and
 - During the term of the Master Agreement, the Supplier shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name, logo or seal of the County without the prior written consent of the County's Purchasing Agent.
- B. The Supplier may, with or without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Master Agreement with the County of Los Angeles, provided that the requirements, as stated above, are met.
- C. The County does not publicly endorse any particular supplier or supplier product or services offering.

1.33.9 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Supplier shall maintain accurate and complete financial records of its activities and operations relating to the Master Agreement in accordance with generally accepted accounting principles. The Supplier agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to the Master Agreement.

All such material, including, but not limited to, all financial records, and proprietary data and information, shall be kept and maintained by the Supplier and shall be made available to the County during the term of the Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.

All such material shall be maintained by the Supplier at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Supplier shall pay the County for travel, per diem, and other costs incurred by the County to

examine, audit, excerpt, copy, or transcribe such material at such other location.

- A. In the event that an audit of the Supplier is conducted specifically regarding the Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Supplier or otherwise, then the Supplier shall file a copy of such audit report with the County's Purchasing Agent within thirty (30) days of the Supplier's receipt thereof, unless otherwise provided by applicable Federal or State law or under the Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- B. If, at any time during the term of the Master Agreement or within five (5) years after the expiration or termination of the Master Agreement, representatives of the County conduct an audit of the Supplier regarding the work performed under the Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Supplier, then the difference shall be either: a) repaid by the Supplier to the County by cash payment upon demand or b) at the sole option of the County's Purchasing Agent, deducted from any amounts due to the Supplier from the County, whether under the Master Agreement or otherwise.
- C. Failure on the part of the Supplier to comply with any of these provisions of the Master Agreement shall constitute a material breach of the Master Agreement upon which the County may terminate or suspend the Master Agreement.
- D. Each provision as stated herein shall also apply to participating public agencies.

1.33.10 CONSUMPTION REPORTS/ITEM NUMBERS/PURCHASES

Each County department or participating agency is to be assigned a customer number to be used in identifying each sale and proper billing address.

Supplier shall be required to furnish to the County's Purchasing Agent/designee or requesting participating agency, monthly computer based usage reports of purchases separated by individual County departments or entity, and/or delivery locations, and employee purchases, listing quantities of separate items purchased and total dollars expended.

Usage reports listing items in alphabetical order and descending dollar volume order must also be provided upon request.

Supplier must provide any other usage reports that the County Purchasing Agent/designee or participating agencies may require for their internal

controls including but not limited to Green Product consumption, HUB/DBE use, etc.

1.33.11 SUBCONTRACTING

The requirements of the Master Agreement may not be subcontracted by the Supplier without the advance written approval of the County. Any attempt by the Supplier to subcontract without the prior written consent of the County may be deemed a material breach of the Master Agreement.

- A. If the Supplier desires to subcontract, the Supplier shall provide the following information promptly to the County:
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- B. The Supplier shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Supplier employees.
- C. The Supplier shall remain fully responsible for all performances required of it under the Master Agreement, including those that the Supplier has determined to subcontract, notwithstanding the County's approval of the Supplier's proposed subcontract.
- D. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under the Master Agreement. The Supplier is responsible to notify its Subcontractors of this County right.
- E. The County's Purchasing Agent or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Supplier shall forward a fully executed subcontract to the County for their files.
- F. The Supplier shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- G. The Supplier shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.
- H. The Supplier shall ensure delivery of all such documents before any Subcontractor employee may perform any work hereunder.

1.33.12 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Supplier to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under the Master Agreement. Without limiting the rights and remedies available to the County under any other provision of the Master Agreement, failure of the Supplier to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate the Master Agreement pursuant to Termination for Default herein, and pursue debarment of the Supplier, pursuant to County Code Chapter 2.202.

1.33.13 TERMINATION FOR CONVENIENCE

The Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Such termination shall be effected by notice of termination to the Supplier specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.

The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the County, the Supplier shall:
 - Stop performance under the Master Agreement on the date and to the extent specified in such notice, and
 - Complete performance of such part of the Master Agreement as shall not have been terminated by such notice.
- B. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Supplier under the Master Agreement shall be maintained by the Supplier in accordance with paragraph 1.33.9 (Record Retention and Inspection/Audit Settlement) of this RFP.

1.33.14 TERMINATION FOR DEFAULT

The County may, by written notice to the Supplier, terminate the whole or any part of the Master Agreement, if, in the judgment of County's Purchasing Agent or designee:

-
- Supplier has materially breached the Master Agreement; or
 - Supplier fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under the Master Agreement; or
 - Supplier fails to demonstrate a high probability of timely fulfillment of performance requirements under the Master Agreement, or of any obligations of the Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- A. In the event that the County terminates the Master Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated.
- B. The Supplier shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Supplier shall continue the performance of the Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- C. Except with respect to defaults of any Subcontractor, the Supplier shall not be liable for any such excess costs of the type identified herein if its failure to perform the Master Agreement arises out of causes beyond the control and without the fault or negligence of the Supplier. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Supplier. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Supplier and Subcontractor, and without the fault or negligence of either of them, the Supplier shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Supplier to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- C. If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Supplier was not in default under the provisions herein, or that the default was excusable under the provisions, the rights and obligations of the parties shall be the same as if the notice of

termination had been issued pursuant to Termination for Convenience, as described herein.

- D. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

1.33.15 TERMINATION FOR IMPROPER CONSIDERATION

The County may, by written notice to the Supplier, immediately terminate the right of the Supplier to proceed under the Master Agreement if it is found that consideration, in any form, was offered or given by the Supplier, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Supplier's performance pursuant to the Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Supplier as it could pursue in the event of default by the Supplier.

- A. The Supplier shall immediately report any attempt by a County officer or employee 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.
- B. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.33.16 TERMINATION FOR INSOLVENCY

The County may terminate the Master Agreement in the event of the occurrence of any of the following:

- A. Insolvency of the Supplier. The Supplier shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Supplier is insolvent within the meaning of the Federal Bankruptcy Code;
- B. The filing of a voluntary or involuntary petition regarding the Supplier under the Federal Bankruptcy Code; the appointment of a Receiver or Trustee for the Supplier; or the execution by the Supplier of a general assignment for the benefit of creditors.

The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

1.33.17 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of the Master Agreement, the County shall not be obligated for the Supplier's performance hereunder or by any provision of the Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for use under the Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated, then the Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Supplier in writing of any such non-allocation of funds at the earliest possible date.

1.33.18 VALIDITY

If any provision of the Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

1.33.19 WAIVER

No waiver by the County of any breach of any provision of the Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

1.33.20 WARRANTY AGAINST CONTINGENT FEES

The Supplier warrants that no person or selling agency has been employed or retained to solicit or secure the Master Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Supplier for the purpose of securing business. For breach of this warranty, the County shall have the right to terminate the Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

1.33.21 PARTICIPATING MUNICIPALITIES

Excluding any local awards, the County has designated U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") as the agency to provide administrative services related to purchases by other governmental entities (Participating Public Agencies) under the Master Agreement. At the County's sole discretion and option, and upon Supplier entering into the requisite U.S. Communities Administration Agreement, Participating Agencies may acquire products under the Master Agreement.

Such acquisitions shall be at the prices stated in the Master Agreement, or lower.

The awarded Supplier(s) must deal directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The County is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, etc. incurred by any other Participating Public Agency.

In no event shall the County be considered a dealer, remarketer, agent or representative of the Supplier.

1.33.22 PRE-PRINTED TERMS AND CONDITIONS

Pre-printed terms and conditions/bidders contract documents. Bidders pre-printed terms and conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidders specifications material and contract documents will be disregarded in the absence of a positive written statement from Bidder and approved in writing by the County Purchasing Agent that all or a particular portion of such writings are in addition to or supersede the County terms and conditions.

1.33.23 RESERVATION

The County of Los Angeles reserves the right to bid individual large requirements when deemed in the best interests of the County.

1.33.24 RETURN OF GOODS RECEIVED

In bidding, Proposer agrees to accept for full credit any merchandise returned in good condition within five days after receipt of goods without any handling charges; however, no return shall be made of any material which has been put into operation other than for test. When products delivered fail to meet specification, cost of inspection shall be for account of vendor.

1.33.25 CANCELLATION

Any agreement formulated from this inquiry may be cancelled by either party upon (ninety) 90 days written notice. The County may continue to place orders against said agreement until the effective date of such cancellation.

1.33.26 PRICING

Pricing on the Non-Core item list (Appendix G-C and G-E) must remain firm for at least twelve (12) months from the effective date of any agreement that results from this request for proposal. Price revisions requested anytime thereafter shall be subject to acceptance and approval by the County of Los Angeles. Upward revisions must be accompanied by supporting

documentation to justify the increase. These revisions must be notified to the County of Los Angeles with at least 90 days notice.

1.33.27 LOCAL FIXED ASSETS

For all local awards, any single piece of equipment priced at over \$5,000/unit will be excluded from any resulting agreements.

1.33.28 LOCAL SERVICES

For local awards, services will be excluded from any resulting agreements. Only products will be included for local agreements.

2.0 Proposal Submission Requirements

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

NOTE: The local and national programs will be evaluated and awarded independently. Pricing proposals must be submitted separately, if the vendor is seeking both a local and national contract.

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 proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Purchasing Agent's/designee's sole judgment and his/her judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP 12/06/12
- Questions of RFP to LA County 12/13/12
- Proposers Mandatory Conference..... 12/18/12
- **Proposals due by (12:00 pm PST) (Pacific Time) 01/17/13**

2.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the individual identified below. All questions must be received by: 4:00 pm PDT (Pacific Daylight Time) on 12/13/12. All questions, without identifying the submitting company, will be compiled with the appropriate answers and will be released at the proposers mandatory conference. Questions not submitted can also be asked at the proposers' mandatory conference. Questions & answers will be incorporated into the RFP after the bidders' conference as an amendment.

When submitting questions please specify the RFP 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 RFP. The County reserves the right to group similar questions when providing answers. Questions should be addressed to:

Mr. Ted Lo
1100 N Eastern Ave, Rm G115
Los Angeles, CA 90063
Fax #: (323) 415-8663
E-mail address: tlo2@isd.lacounty.gov

2.5 Proposers Conference

A **Mandatory Proposers Conference** will be held to discuss the RFP Requirements. County staff will respond to questions from potential Proposers. All potential Proposers **must** attend this conference or their proposals will be rejected (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

Date: December 18, 2012
Time: 8:00 am PDT (Pacific Daylight Time)

Internal Services Department
Administrative Offices
1100 N. Eastern Avenue
Los Angeles, California 90063
Conference Room G-101

2.6 Preparation of the Proposal

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal.

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

NOTE: The local and national programs will be evaluated and awarded independently. Pricing proposals must be submitted separately, if the vendor is seeking both a local and national contract.

2.7 Business Proposal Format

For National program consideration the content and sequence of the proposal must be as follows:

- Proposer's Organization Questionnaire/Affidavit and Required Documents for Corporations and Limited Liability Companies
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications and Experience (Section B)
- Proposer's Quality Control Plan (Section C)
- Business Proposal Required Forms (Section D)
- Cost Proposal (Appendix G) – Section 2.9

For Local program consideration, the content and sequence must be as follows:

- Statement from Bidder on company letterhead, acknowledging that their submission is for local award consideration only.
- Business Proposal Required Forms (Section D)
- Cost Proposal (Section 2.9) - Appendix G-D, G-E, and G-A

2.7.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation – (Submission Requirements)

The Proposer shall complete, sign and date Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix A (Required Forms). **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Master Agreement.**

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- A. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- B. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State or the state of incorporation/organization listing corporate officers or members and managers.

Limited Partnership:

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

2.7.2 Table of Contents

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.3 Executive Summary (Section A)

Condense and highlight the contents of the Proposer's Business Proposal to provide the County with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

Identify whether Proposer is seeking to participate in the national program award only, the local Los Angeles County award only, or both programs.

2.7.4 Proposer's Qualifications and Experience (Section B)

A. Proposer's Experience and Financial Capabilities (Section B.1)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services and meets the minimum requirement(s) stated in Paragraph 1.4 of this RFP and has the capability to perform the required services as a

corporation or other entity.

If a proposal is being submitted for consideration for an award for the national program agreement, please refer to Appendix H (Supplier Worksheets for National Program Consideration) and attach and submit the completed form and questionnaire with your business proposal outlined herein.

B. Proposer's References (Section B.2)

It is the Proposer'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 Exhibit 2 (Prospective Supplier References) and Exhibit 3 (Prospective Supplier List of Contracts) of Appendix A (Required Forms).

The County may disqualify a Proposer if:

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

The Proposer must complete and include the following Required Forms:

1. Exhibit 2 (Prospective Supplier References) of Appendix A (Required Forms). Proposer must provide at least five (5) references where the same or similar scope of services was provided.
2. Exhibit 3 (Prospective Supplier List of Master Agreements) of Appendix A (Required Forms). The listing must include all Public Entities Master Agreements for the last three (3) years. Use additional sheets if necessary.
3. Exhibit 4 (Prospective Supplier List of Terminated Master Agreements) of Appendix A (Required Forms). Listing must include Master Agreements terminated within the past three (3) years with a reason for termination.

C. Proposer's Pending Litigation and Judgments (Section B.3)

Identify by name, case and court jurisdiction any pending litigation

in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

2.7.5 Proposer's Quality Control Plan (Section C)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified.

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all Master Agreement requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

2.7.6 Business Proposal Required Forms (Section D)

Proposal shall include all completed, signed, and dated forms identified in Appendix A (Required Forms):

- | | |
|-----------|--|
| Exhibit 1 | Proposer's Organization Questionnaire/Affidavit |
| Exhibit 2 | Prospective Supplier References |
| Exhibit 3 | Prospective Supplier List of Contracts |
| Exhibit 4 | Prospective Supplier List of Terminated Contracts |
| Exhibit 5 | Certification of No Conflict of Interest |
| Exhibit 6 | Familiarity with the County Lobbyist Ordinance Certification |
| Exhibit 7 | Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information |
| Exhibit 8 | Proposer's EEO Certification |

Exhibit 9	Attestation of Willingness to Consider GAIN/GROW Participants
Exhibit 10	Supplier Employee Jury Service Program – Certification Form and Application for Exception
Exhibit 11	Certification of independent Price Determination and Acknowledgement of RFP Restrictions
Exhibit 12	Transitional Job Opportunities Preference Application
Exhibit 13	Certification of the County's Defaulted Property Tax Reduction Program
Exhibit 14	Prohibition of Child Labor
Exhibit 15	Off-Peak Delivery Program
Exhibit 16	Exclusion From Participation in a Federally Funded Program

Financial Capability

Provide copies of the company's most current and prior two (2) fiscal years (for example, 2010 and 2011) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows.

It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

2.8 Cost Proposal Format

Supplier cost proposals will be submitted in electronic and hardcopy format inclusive of the items identified in the separate product categories listed in Appendix G (Price Proposal Exhibits) of this RFP, which include:

- General Electrical Products
 - Estimated Consumption
 - County of Los Angeles = \$2,000,000
 - U.S. Communities = \$70,000,000

Note: All consumption information is based on historic annual usage and does not represent a guaranteed amount.

Any and all proposed product offering by Suppliers must meet the minimum

specifications as set-forth in each product category description.

Except as specifically noted herein, category product price proposals shall be firm, fixed prices for one year after the award for core list items and discount off manufacturer price list for all other items. Any resultant award will have the specific terms and conditions reflected in the contract. In all cases, the County will reserve the right to reject any price increases during the terms of the Master Agreement. The County reserves the right to negotiate pricing and to add and delete items.

Any resultant award will have the specific terms and conditions reflected in the contract. In all cases, the County will reserve the right to reject any price increases during the term of the Master Agreement.

In addition, a separate cost category is provided for Suppliers to offer additional discounts, including, but not limited to:

- Net/30 Cash Discounts
- Volume or Tiered Volume Discounts/Rebates based on Agency usage/Average Order Size
 - To be distributed in arrears on an annual basis
- e-Commerce Discounts
 - To be distributed in arrears on an annual basis

The County will include these additional cost saving offers in evaluating proposals, using its volume and usage as a measure.

All price adjustment requests must be submitted no less than 60 days prior to implementation. All upward price adjustments must be supported by manufacturers' letter(s) substantiating the requested increase, the percent increase and must be approved by County Purchasing Agent. Price decreases will be accepted any time during the contract period with 60 day notice.

2.9 Cost Proposal Instructions

2.9.1 Supplier must propose pricing for Appendix G (multiple files) on the products listed herein. The fixed price provided must be for the exact manufacturer's name and product code, UPC code, and unit of measure. Quoting products via unit of measure conversion is not permitted.

When substituting with a generic/private brand product, the proposed substitute must be the same or better quality of specification and the same exact unit of measure. Any item that is determined not to be of same or better quality or exact unit of measure, may be returned for full credit at the expense of the Supplier.

2.9.2 Any proposed equipment or supplies must be new, unused, and current model.

2.9.3 The County reserves the right to reject any and all offers that stipulate minimum order requirements.

2.9.4 Supplier to quote F.O.B. destination, Freight Prepaid and Allowed. All charges including, but not limited to, transportation, packing and installation, to any location, including desktop delivery within agency facilities, anywhere within Los Angeles County or any location in all 50 States, must be inclusive in the Supplier's price proposal.

2.9.5 Unless otherwise specified herein, prices proposed shall not include sales or use taxes. Proposer shall provide either the Certificate of Registration number or its seller's permit number to engage in business as a seller (if a CA company). Without one of these numbers, County will not pay sales/use tax direct to any vendor. If vendor is outside CA, the County will pay sales tax directly to the State.

Seller's Permit # _____

Certificate of Registration # _____

If you are uncertain as to whether you have such a number or have questions, contact the California State Board of Equalization.

2.9.6 Products purchased as a result of any award made from this RFP are to be supplied as offered, and accepted without substitution of material or style, at the contract price. Any deviation must be approved in advance by the requisitioning agency official.

2.9.7 Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, proposer shall so state in the column provided opposite the item. Unless otherwise noted, "days for delivery" or "days from receipt of order" mean calendar days.

2.9.8 **Non-Core Items Listing (Appendix G-B or G-D)**
Bidders must bid on at least 75% of the items listed. Failure to bid on at least 75% of the items may be cause for rejection of your offer.

Core Items Listing (Appendix G-C or G-E)

Bidders must bid on at least 90% of the items listed. Failure to bid on at least 90% of the items may be cause for rejection of your offer.

National program - Any items that are "NO BID" will result in a prorated point deduction in the cost evaluation.

Pricing on the Non-core item list (Appendix G-B/G-D) must correspond with the discount structure offered on the bid price sheet (Appendix G-A). Failure to have pricing correspond may be cause for rejection of your offer.

2.10 Proposal Submission and Requirements

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks

associated with delays in delivery by any person or entity, including the U.S. Mail.

Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in Paragraph 2.3 (RFP Timetable), will not be accepted and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

- 2.10.1 In responding to this RFP, Proposers understand that this is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement with the County.
- 2.10.2 Proposers are reminded to thoroughly review all solicitation documents.
- 2.10.3 Proposer shall be solely responsible for understanding the specifications and requirements.
- 2.10.4 All proposals shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent dated and initialed.
- 2.10.5 County shall not return proposals for change/correction after receipt.
- 2.10.6 County assumes no financial obligations for preparation and submittal of proposal.
- 2.10.7 Inspections and examinations or failure to so do is at proposer's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.
- 2.10.8 **Proposal submission shall consist of two (2) original hardcopy and nine (9) electronic (CD or USB flash drives) copies of Supplier's response, and related documents. Proposers shall also submit three (3) unprotected electronic copies of their Cost Proposals in Excel format.**
- 2.10.9 Proposals shall be submitted in a sealed envelope, labeled # RFP-IS-13255001, with the closing date annotated, to:

**County of Los Angeles
Internal Services Department
Purchasing Division - Bid Desk
1100 N. Eastern Avenue, Room 103
Los Angeles, CA 90063**

- 2.10.10 There will be no public opening or reading of the proposals in response to this RFP.
- 2.10.11 All proposals shall be firm offers and may not be withdrawn for a period of 90 days following the last day to submit proposals.
- 2.10.12 Proposals are subject to acceptance at any time within 90 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.

- 2.10.13 County reserves the right to waive, at its sole discretion, any formality in the proposing or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all proposals and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.
- 2.10.14 Any changes and/or modifications to specifications or conditions to this RFP shall only be made by issuance of a written amendment by County's Purchasing Agent or designee. No other change or modification, regardless of source, shall be binding. Proposers are advised to propose only as set forth in this Request.
- 2.10.15 Section 2873 of the California Government code prohibits County from purchasing goods, wares or merchandise manufactured or produced or mined, in whole or in part, by state prisoners in states other than California, except prisoners on probation or parole. Your signature to your proposal will be considered certification of full compliance with the Section.
- 2.10.16 All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California.
- 2.10.17 County reserves the right to negotiate price, terms and conditions with the selected vendor.
- 2.10.18 Prior to proposal award, County reserves the right to request clarification of any proposal.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on 01/17/13.

Evaluation of the proposals will be made by an Evaluation Committee selected by the County. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Supplier.

All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective Supplier has been selected, the County and the prospective Supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, the County may, at its sole discretion, begin negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

3.2 Adherence to Minimum Requirements (Pass/Fail)

County shall review Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix A (Required Forms) and determine if the Proposer meets the minimum requirements as outlined in this RFP.

Proposer must attend the mandatory Pre-bid conference. A sign in sheet will be circulated on the pre-bid conference and cross-checked to determine who attended.

Proposer must submit completed Administration Agreement – Appendix I

Proposer must submit a copy of a "Certificate of Good Standing" with the state of incorporation/organizations.

Proposer must submit a conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State or the state of incorporation/organization listing corporate officers or members and managers

Proposer must submit a minimum of 5 references who will be contacted by the County Contract Analyst to answer a few probing questions.

Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.3 Disqualification Review

A proposal may be disqualified from consideration because it did not meet the requirements stated herein and was determined non-responsive at any time during the review/evaluation process. If the County Purchasing Agent or designee determines that a proposal is disqualified due to non-responsiveness, the Purchasing Agent/designee shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer 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 County'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 Proposer;
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 County'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 Proposer, in writing, prior to the conclusion of the evaluation process.

3.4 Business Proposal Evaluation and Criteria (40%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction.

3.4.1 Proposer's Qualifications (35%)

1. Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.
2. Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. In addition to the references provided, a review will include the Suppliers current agency contracts, past performance history on County agreements, and a review of terminated Master Agreements.
3. A review will be conducted to determine the magnitude of any pending litigation or judgments against the Proposer as provided in Section B.3 of the proposal.
4. A review of distribution methodology including support facilities, shipping standards, and retail networks. (Appendix H - page 3)
5. A review of marketing plans, sales force, staffing plans and how this can integrate with government based customers. (Appendix H – page 3)
6. A review of administration such as electronic system, reporting, internal management systems, and e-commerce platforms. (Appendix H – page 4)
7. A review of the products, services, solutions to keep current. (Appendix H – page 4)
8. A review of quality of service and how problems are resolved. (Appendix H – page 4)

3.4.2 Quality Control Plan (5%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Master Agreement are provided as specified. Evaluation of the Quality Control Plan shall be based on the information provided in Section C of the proposal.

3.5 Cost Proposal Evaluation Criteria (60%)

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the proposal which is lowest in cost and points will be awarded accordingly.

Cost Proposals will be evaluated on the offered pricing of all core lists and non-core list items in Appendix(s) G and all proposed additional discounts/rebates. The proposed additional discounts/rebates will be evaluated against County of Los Angeles's usage.

LOCAL PROGRAM NOTE: Awards will be based 100% on cost proposal(s) Appendix G – multiple documents.

END OF DOCUMENT