

January 26, 2022

Notice to Vendors:

**BULLETIN NUMBER 4
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
POLYGRAPH EXAMINATION SERVICES
RFSQ NUMBER 696-SH**

This Bulletin Number 4 is being issued to notify potential Vendors that Request for Statement of Qualifications (RFSQ) 696-SH for Polygraph Examination Services has been revised to: (1) update the County contact information and the County-mandated provision regarding Assignment and Delegation/Mergers or Acquisitions, (2) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel, and (3) add Exhibit G (COVID-19 Vaccination Certification of Compliance) to the Master Agreement.

1. Paragraph 1.9 (Contact with County Personnel) of the RFSQ is deleted in its entirety and restated as follows:

1.9 Contact with County Personnel

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

Los Angeles County Sheriff's Department
Fiscal Administration - Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Donna Lin
Email address: yjlin@lasd.org

Vendors are specifically directed not to contact any other County person or agent for any matter related to this RFSQ. If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

2. Paragraph 2.4 (Solicitation Requirements Review), Paragraph 2.4.3 only, of the RFSQ is deleted in its entirety and restated as follows:

2.4.3 All requests for a Solicitation Requirements Review shall be submitted to:

Los Angeles County Sheriff's Department
Fiscal Administration - Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Donna Lin
Email address: yjlin@lasd.org

3. Paragraph 2.5 (Vendors' Questions), Paragraph 2.5.3 only, of the RFSQ is deleted in its entirety and restated as follows:

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

Questions should be addressed to:

Los Angeles County Sheriff's Department
Fiscal Administration - Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Donna Lin
Email address: yilin@lasd.org

4. Paragraph 2.8 (SOQ Submission) of the RFSQ is deleted in its entirety and restated as follows:

2.8 SOQ Submission

The original SOQ, two numbered identical hard copies, and two separate identical copies in PDF format on flash drives shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of Vendor and bear the words:

“SOQ FOR POLYGRAPH EXAMINATION SERVICES (RFSQ 696-SH)”

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

Los Angeles County Sheriff's Department
Fiscal Administration - Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Donna Lin, Assistant Contract Analyst

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in Paragraph 2.3 (RFSQ Timetable) of this RFSQ. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (email) copies will be accepted.

Any SOQs received after the scheduled due date and time as stated in Paragraph 2.3 (RFSQ Timetable) of this RFSQ or any addendum amending the SOQ due date and time, will not be reviewed initially; however, may be reviewed at a later date.

5. Paragraph 1.33 (Notification to County of Pending Acquisitions/Mergers by Proposing Company) of the RFSQ is deleted in its entirety and replaced as follows to update the County-mandated language:

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

Vendor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Vendor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers. This information shall be provided by Vendor on Exhibit 1 (Vendor's Organization Questionnaire/ Affidavit) and Exhibit 1A (Community Business Enterprise (CBE) Information) of Appendix A (Required Forms) to this RFSQ. Failure of Vendor to provide this information may eliminate its SOQ from any further consideration. Vendor should have a continuing obligation to notify County and update any changes to its response in Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) during the solicitation.

6. Paragraph 1.45 (COVID-19 Vaccinations of County Contractor Personnel) of the RFSQ is added as follows to add the County-mandated provision:

1.45 COVID-19 Vaccinations of County Contractor Personnel

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

7. Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of Appendix G (Model Master Agreement) to the RFSQ is deleted in its entirety and restated as follows to update the County-mandated language:

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted

assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

8. Paragraph 8.58 (COVID-19 Vaccinations of County Contractor Personnel) of Appendix G (Model Master Agreement) to the RFSQ is added as follows to add the County-mandated provision:

8.58 COVID-19 Vaccinations of County Contractor Personnel

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

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

8.58.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and

Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of Work under this Master Agreement that its Contractor Personnel are in compliance with the requirements of this Paragraph. Contractor shall retain such proof of vaccination for the document retention period set forth in this Master Agreement, and must provide such records to County for audit purposes, when required by County.

- 8.58.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to: (1) interacting in person with County workforce members; (2) working on County-owned or controlled property while performing Services under this Master Agreement; and/or (3) coming into contact with the public while performing Services under this Master Agreement:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation, or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Master Agreement is with.

- 8.58.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, state, and

federal laws, regulations, and requirements for COVID-19. A completed Exhibit G (COVID-19 Certification of Compliance) to this Master Agreement is a required part of any agreement with County.

9. The Model Master Agreement Exhibits are deleted in their entirety and replaced with the attached Model Master Agreement Exhibits to add Exhibit G (COVID-19 Vaccination Certificate of Compliance).

Should you have questions, please contact Assistant Contract Analyst Donna Lin at yjlin@lasd.org.