



# **LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

## **REQUEST FOR STATEMENT OF QUALIFICATIONS FOR POLYGRAPH EXAMINATION SERVICES**

**RFSQ 696-SH**

**REVISED UNDER BULLETIN #5**

Prepared By  
County of Los Angeles

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
POLYGRAPH EXAMINATION SERVICES**

**TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>PAGE</b>
<b>1.0 GENERAL INFORMATION.....</b>	<b>1</b>
1.1 Scope of Work .....	1
1.2 Overview of Solicitation Document .....	1
1.3 Terms and Conditions.....	2
1.4 Vendor’s Minimum Mandatory Qualifications.....	2
1.5 California Public Employees’ Pension Reform Act (PEPRA) .....	4
1.6 Master Agreement Process .....	4
1.7 Master Agreement Term .....	5
1.8 County Rights and Responsibilities .....	5
1.9 Contact with County Personnel.....	5
1.10 Mandatory Requirement to Register on County’s WebVen.....	6
1.11 County Option to Reject SOQs .....	6
1.12 Protest Process .....	6
1.13 Notice to Vendor’s Regarding the Public Records Act.....	7
1.14 Indemnification and Insurance .....	7
1.15 Intentionally Omitted .....	7
1.16 Injury & Illness Prevention Program (IIPP).....	7
1.17 Background and Security Investigations .....	7
1.18 Confidentiality and Independent Contractor Status.....	8
1.19 Conflict of Interest.....	8
1.20 Determination of Vendor Responsibility .....	8
1.21 Vendor Debarment .....	9
1.22 Vendor’s Adherence to County Child Support Compliance Program .....	11
1.23 Gratuities .....	11
1.24 Notice to Vendors Regarding the County Lobbyist Ordinance.....	12
1.25 Federal Earned Income Credit.....	12
1.26 Consideration of GAIN-GROW Participants for Employment.....	13

<b>PARAGRAPH</b>	<b>PAGE</b>
1.27 County’s Quality Assurance Plan.....	13
1.28 Recycled Bond Paper .....	13
1.29 County Policy on Doing Business with Small Business .....	13
1.30 Jury Service Program .....	14
1.31 Local Small Business Enterprise (LSBE) Preference Program.....	15
1.32 Local Small Business Enterprise (LSBE) Prompt Payment Program.....	16
1.33 Notification to County of Pending Acquisitions/Mergers by Proposing Company .....	16
1.34 Social Enterprise (SE) Preference Program .....	16
1.35 Intentionally Omitted .....	17
1.36 Intentionally Omitted .....	17
1.37 Defaulted Property Tax Reduction Program .....	17
1.38 Disabled Veteran Business Enterprise (DVBE) Preference Program .....	18
1.39 Time Off for Voting.....	18
1.40 Vendor’s Acknowledgement of County’s Commitment to Zero Tolerance Policy on Human Trafficking .....	19
1.41 Intentionally Omitted .....	19
1.42 Default Method of Payment: Direct Deposit or Electronic Funds Transfer .....	19
1.43 Vendor’s Acknowledgment of County’s Commitment to Fair Chance Employment Hiring Practices.....	20
1.44 Prohibition from Participation in Future Solicitation(s).....	20
1.45 Intentionally Omitted .....	20
<b>2.0 INSTRUCTIONS TO VENDORS .....</b>	<b>20</b>
2.1 County Responsibility .....	20
2.2 Truth and Accuracy of Representations.....	20
2.3 RFSQ Timetable .....	20
2.4 Solicitation Requirements Review .....	21
2.5 Vendors’ Questions .....	22
2.6 Intentionally Omitted .....	22
2.7 Preparation and Format of the SOQ .....	22
2.8 SOQ Submission .....	27
2.9 Acceptance of Terms and Conditions of Master Agreement.....	27

<b>PARAGRAPH</b>	<b>PAGE</b>
2.10 SOQ Withdrawals .....	27
<b>3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS .....</b>	<b>28</b>
3.1 Review Process .....	28
3.2 Disqualification Review .....	29
3.3 Selection/Qualification Process .....	30
3.4 Master Agreement Award .....	30

**ATTACHMENTS:**

- Attachment 1: Statement of Work
- Attachment 1A: Examination Log
- Attachment 1B: Examiner Billing Log
- Attachment 1C Contract Discrepancy Report

**APPENDICES:**

- Appendix A: Required Forms
- Appendix B: Transmittal Form to Request a Solicitation Requirements Review
- Appendix C: County of Los Angeles Policy on Doing Business with Small Business
- Appendix D: Jury Service Ordinance
- Appendix E: Listing of Contractors Debarred in Los Angeles County
- Appendix F: IRS Notice 1015
- Appendix G: Model Master Agreement
- Appendix H: Defaulted Property Tax Reduction Program

## 1.0 GENERAL INFORMATION

### 1.1 Scope of Work

The County of Los Angeles (County) is seeking qualified Vendors (Vendors) to enter into Master Agreements with County to provide Polygraph Examination Services (Services) on an as-needed, intermittent basis for the Los Angeles County Sheriff's Department (Department). To qualify, Vendors must meet the requirements outlined in this Request for Statement of Qualifications (RFSQ), including, but not limited to, Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) below, and be capable of performing the duties specified in Attachment 1 (Statement of Work) to this RFSQ.

### 1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's Minimum Mandatory Qualifications; provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, qualified, and selected.
- **ATTACHMENTS:**
  - Attachment 1 - Statement of Work:** Written description of tasks, deliverables, Services, and other Work required by County under this RFSQ and the resultant Master Agreement(s).
  - Attachment 1A:** Examination Log
  - Attachment 1B:** Examiner Billing Log
  - Attachment 1C:** Contract Discrepancy Report
- **APPENDICES:**
  - A - Required Forms:** Forms contained in this section must be completed and included in the SOQ.
  - B - Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
  - C - County of Los Angeles Policy of Doing Business with Small Business:** County Code.
  - D - Jury Service Ordinance:** County Code.

**E - Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.

**F - IRS Notice 1015:** Provides information on Federal Earned Income Credit.

**G - Model Master Agreement:** The Master Agreement used for this solicitation. The terms and conditions of the Master Agreement are not negotiable.

**H - Defaulted Property Tax Reduction Program:** County Code.

### **1.3 Terms and Definitions**

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Paragraph 2.0 (Definitions) of Appendix G (Model Master Agreement) to this RFSQ.

### **1.4 Vendor's Minimum Mandatory Qualifications**

Interested and qualified Vendors who can demonstrate their ability to successfully provide the required Services outlined in Attachment 1 (Statement of Work) to this RFSQ are invited to submit an SOQ, provided they meet the following Minimum Mandatory Qualifications:

1.4.1 Vendor must be recognized and accredited by one of the following professional polygraph associations:

- a. American Polygraph Association;
- b. California Association of Polygraph Examiners; or
- c. American Association of Police Polygraphists.

Vendor shall submit copies of accreditation(s) and/or certificate(s) to verify this Minimum Mandatory Qualification.

1.4.2 Vendor must be active in the administration of polygraph examinations. To qualify for this status, Vendor must meet the following criteria:

- a. Vendor must have completed a minimum total of 200 documented polygraph examinations;
- b. Of the total documented polygraph examinations, Vendor must have administered a minimum of 100 polygraph exams for a law enforcement agency(ies); and
- c. 25 of the 100 polygraph exams for a law enforcement agency(ies) must have been within the last three years using the Lafayette computerized polygraph instrument.

Vendor shall provide references and supporting documentation to verify this Minimum Mandatory Qualification, which shall include start dates, end dates, agency names, and services provided.

- 1.4.3 Vendor's proposed polygraph examiners must have successfully graduated from a polygraph course recognized and accredited by the American Polygraph Association, California Association of Polygraph Examiners, or the American Association of Police Polygraphists.

Vendor shall submit copies of diploma(s) and/or certificate(s) for each polygraph examiner that will provide Services to verify this Minimum Mandatory Qualification.

- 1.4.4 Vendor's proposed polygraph examiners must be current members, in good standing, and have attended a minimum of 12 hours of training sponsored by one of the following professional polygraph examiner associations within the last three years:

- a. American Polygraph Association;
- b. California Association of Polygraph Examiners; or
- c. American Association of Police Polygraphists.

Vendor must provide copies of memberships and training certificates for each polygraph examiner who will provide Services to verify this Minimum Mandatory Qualification.

- 1.4.5 Vendor's proposed polygraph examiner must pass the polygraph proficiency test [refer to Exhibit 14 (Proficiency Exam) of Appendix A (Required Forms) to this RFSQ] consisting of general polygraph knowledge, question formulation, chart analysis, and instrumentation, (with a score of 100 percent.)

Vendor must complete and submit an Exhibit 14 (Proficiency Exam) of Appendix A (Required Forms) to this RFSQ for each polygraph examiner who will provide Services to verify this Minimum Mandatory Qualification.

Vendor's proposed polygraph examiner must pass the polygraph proficiency test on the first attempt. Proposed polygraph examiners who fail to achieve a score of 100 percent, will be disqualified, and eliminated from further consideration.

- 1.4.6 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten years, then Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed

costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of County.

### **1.5 California Public Employees' Pension Reform Act (PEPRA)**

The State of California Legislature has enacted Senate Bill 13 (Beall) regarding the California Public Employees' Pension Reform Act of 2013 (the Act). Section 7522.56(b) of the Act (as amended) reads in part, as follows:

(b) A retired person shall not serve, be employed by, or be employed through a contract directly by, a public employer in the same public retirement system from which the retiree receives the benefit without reinstatement from retirement.

As a result of the Act, the County is prohibited from contracting with a retired County employee under this RFSQ.

### **1.6 Master Agreement Process**

The objective of this RFSQ process is to secure one or more qualified Vendors to provide Services on an intermittent, as-needed basis, as specified in Attachment 1 (Statement of Work) to this RFSQ. Specific tasks will be determined at the time the Department issues/requests Work.

- 1.6.1 Master Agreements will be executed with all Vendors determined to be qualified and meet the Minimum Mandatory Qualifications in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.
- 1.6.2 Upon the Department's execution of these Master Agreements, the qualified Vendors will become Qualified Contractors.
- 1.6.3 Qualified Contractors who are in compliance with the terms and conditions of the Master Agreement and whose evidence of insurance requirements have been received by Department and are valid and in effect will become Active Contractors and thereafter may, on an as-needed basis, be required to provide Services.
- 1.6.4 It is the intent of County Project Manager to issue Work to Active Contractors on a rotational basis by availability and geographical area in accordance with Paragraph 4.0 (Guidelines for the Distribution of Work) of Attachment 1 (Statement of Work) to this RFSQ; however, County Project Manager has the sole discretion to issue Work to any of the Qualified Contractors.
- 1.6.5 Payment for all Work shall be at the rates set forth in Exhibit F (Rate of Compensation) to Appendix G (Model Master Agreement) to this RFSQ.
- 1.6.6 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of Work. County does not



promise, warrant, or guarantee that County will utilize any particular level of Contractor's Services, or any Services at all, during the Term of the Master Agreement. The determination of the need for Services shall rest solely within the discretion of the Department.

## **1.7 Master Agreement Term**

- 1.7.1 Prior to commencement of any Master Agreement, the Model Master Agreement must be approved by the Los Angeles County Board of Supervisors (Board).
- 1.7.2 The Master Agreement(s) shall commence on January 17, 2022 or upon execution of the Sheriff or his designee as authorized by the Board, whichever is later, and shall terminate on January 16, 2027, unless sooner extended or terminated, in whole or in part, as provided in the Master Agreement.
- 1.7.3 County will continuously accept SOQs throughout the duration of the Model Master Agreement to qualify Vendors for Master Agreements, until the needs of the Department are met. Such Master Agreements shall become effective upon the date of execution by the Sheriff and shall terminate at the end of the then-current Term of the Model Master Agreement, unless sooner extended or terminated.

## **1.8 County Rights and Responsibilities**

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

## **1.9 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  
Hall of Justice  
Fiscal Administration - Contracts Unit  
211 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, California 90012  
Attention: Socorro Mendoza  
Email address: [skmendoz@lasd.org](mailto:skmendoz@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.

#### **1.10 Mandatory Requirement to Register on County's WebVen**

Prior to executing a Master Agreement, all potential Contractors must register in County's WebVen. The WebVen contains Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing County's home page at <https://camisvr.co.la.ca.us/webven/>.

#### **1.11 County Option to Reject SOQs**

County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. County reserves the right to waive inconsequential disparities in a submitted SOQ.

#### **1.12 Protest Process**

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

1.12.2 Throughout the review process, County has no obligation to delay or otherwise postpone an award of a Master Agreement based on a Vendor protest. In all cases, County reserves the right to make an award when it is determined to be in the best interest of County to do so.

##### **1.12.3 Grounds for Review**

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review, reference Paragraph 2.4 (Solicitation Requirements Review) of this RFSQ.
- Review of a Disqualified SOQ, reference Paragraph 3.2 (Disqualification Review) of this RFSQ.

### **1.13 Notice to Vendor's Regarding Public Records Act**

1.13.1 Responses to this RFSQ shall become the exclusive property of County. At such time as when Department recommends the qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

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

### **1.14 Indemnification and Insurance**

Vendor shall be required to comply with the Indemnification provisions contained in Paragraph 8.22 (Indemnification) of Appendix G (Model Master Agreement) to this RFSQ. Vendor shall procure, maintain, and provide to County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.23 (General Provisions for All Insurance Coverage) and Paragraph 8.24 (Insurance Coverage) of Appendix G (Model Master Agreement) to this RFSQ.

### **1.15 Intentionally Omitted**

### **1.16 Injury and Illness Prevention Program (IIPP)**

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **1.17 Background and Security Investigations**

1.17.1 Each of Contractor's staff performing Services under the Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under the Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level

review, which may include, but shall not be limited to, criminal conviction information.

- 1.17.2 County Project Director will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 1.17.3 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing Services under the Master Agreement at any time during the Term of the Master Agreement. County will not provide to Contractor, or to Contractor's staff, any information obtained through County's background investigation.
- 1.17.4 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 1.17.5 Disqualification of any of Contractor's staff shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of the Master Agreement.

#### **1.18 Confidentiality and Independent Contractor Status**

As appropriate, Contractor shall be required to comply with the provisions contained in Paragraph 7.6 (Confidentiality) and Paragraph 8.21 (Independent Contractor Status) of Appendix G (Model Master Agreement) to this RFSQ.

#### **1.19 Conflict of Interest**

No County employee whose position in County enables him/her to influence the selection of a Contractor for this RFSQ, nor any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 2 (Certification of No Conflict of Interest) of Appendix A (Required Forms) to this RFSQ.

#### **1.20 Determination of Vendor Responsibility**

- 1.20.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the requirements of the Master Agreement. It is County's policy to conduct business only with responsible Vendors.

- 1.20.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, County may determine whether Vendor is responsible based on a review of Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which Vendor had no knowledge shall not be the basis of a determination that Vendor is not responsible.
- 1.20.3 County may declare a Vendor to be non-responsible for purposes of the Master Agreement if the Board, in its discretion, finds that Vendor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Vendor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.
- 1.20.4 If there is evidence that Vendor may not be responsible, the Department shall notify Vendor in writing of the evidence relating to Vendor's responsibility, and its intention to recommend to the Board that Vendor be found not responsible. The Department shall provide Vendor and/or Vendor's representative with an opportunity to present evidence as to why Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.20.5 If Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of Vendor shall reside with the Board.
- 1.20.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

## **1.21 Vendor Debarment**

- 1.21.1 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, County may debar Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and County may

terminate any or all of Vendor's existing contracts with County, if the Board finds, in its discretion, that Vendor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Vendor's quality, fitness, or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

- 1.21.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Vendor should be debarred, and, if so, the appropriate length of time of the debarment. Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 1.21.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.5 If a Vendor has been debarred for a period longer than five years, that Vendor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where: (1) Vendor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.21.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.21.9 Appendix E (Listing of Contractors Debarred in Los Angeles County) to this RFSQ provides a link to County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

## **1.22 Vendor's Adherence to County Child Support Compliance Program**

Contractors shall: (1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the Term of any 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 Contractor (County Code Chapter 2.202).

## **1.23 Gratuities**

### **1.23.1 Attempt to Secure Favorable Treatment**

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

provide such consideration may negatively affect County's consideration of Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

#### **1.23.2 Vendor Notification to County**

Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in Vendor's submission being eliminated from consideration.

#### **1.23.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **1.24 Notice to Vendors Regarding the County Lobbyist Ordinance**

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

#### **1.25 Federal Earned Income Credit**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix F (IRS Notice 1015) to this RFSQ.



## **1.26 Consideration of GAIN-GROW Participants for Employment**

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public 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. Vendors shall attest to a willingness to provide employed GAIN-GROW participants access to Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement. Vendors shall complete Exhibit 9 (Attestation of Willingness to Consider GAIN-GROW Participants) of Appendix A (Required Forms) to this RFSQ, and submit as part of Section B of their SOQ.

## **1.27 County's Quality Assurance Plan**

After award of a Master Agreement, County or its agent will monitor Contractor's performance under the Master Agreement on at least an annual basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Master Agreement and performance standards identified in Attachment 1 (Statement of Work) to this RFSQ. Contractor's deficiencies which County determines are significant or continuing and that may jeopardize performance of the Master Agreement will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Master Agreement in whole or in part, or impose other penalties as specified in the Master Agreement.

## **1.28 Recycled-Bond Paper**

Vendor shall be required to comply with County's policy on recycled bond paper as specified in Paragraph 8.38 (Recycled Bond Paper) of Appendix G (Model Master Agreement) to this RFSQ.

## **1.29 County Policy on Doing Business with Small Business**

1.29.1 County has multiple programs that address small businesses. The Board encourages small business participation in County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.29.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.31 (Local Small Business Enterprise (LSBE) Preference Program) below.

- 1.29.3 The Jury Service Program provides exceptions to the program if a company qualifies as a Small Business. It is important to note that each program has a different definition for Small Business. You may qualify as a Small Business in one program but not the other. Further explanation of the Jury Service Program is provided in Paragraph 1.30 (Jury Service Program) below.
- 1.29.4 County also has a policy on doing Business with small business that is stated in Appendix C (County of Los Angeles Policy on Doing Business with Small Business) to this RFSQ.

### **1.30 Jury Service Program**

The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read Appendix D (Jury Service Ordinance) and the pertinent jury service provisions of Paragraph 8.7 (Compliance with County's Jury Service Program) of Appendix G (Model Master Agreement) both of which are incorporated by reference into and made a part to this RFSQ. The Jury Service Program applies to both Contractors and their subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.30.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five calendar days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" 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 County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on 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.
- 1.30.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if Contractor does not fall within the Jury Service Program's definition of "Contractor". The

Jury Service Program defines “Contractor” to mean a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: (1) ten or fewer employees; and, (2) annual gross revenues in the preceding 12 months which, if added to the annual amount of a 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 Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.30.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then Contractor must so indicate in Exhibit 10 (County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix A (Required Forms) to this RFSQ, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable, as part of Section B of their SOQ. Upon reviewing Contractor’s application, County will determine, in its sole discretion, whether Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County’s decision will be final.

### **1.31 Local Small Business Enterprise (LSBE) Preference Program**

- 1.31.1 County will give LSBE preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: (1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or (2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs’s (DCBA) inclusion policy that: (a) has its principal place of business located in Los Angeles County, and (b) has revenues and employee sizes that meet the State’s Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

- 1.31.2 To apply for certification as an LSBE, businesses should contact the DCBA at <https://dcba.lacounty.gov>.
- 1.31.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete Exhibit 4 (Request for Preference Program Consideration) of Appendix A (Required Forms) to this RFSQ, along with a letter of certification from the DCBA and submit as part of Section B of their SOQ.
- 1.31.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

### **1.32 Local Small Business Enterprise (LSBE) Prompt Payment Program**

It is the intent of County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

### **1.33 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 in Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix A (Required Forms) to this RFSQ. Failure of Vendor to provide this information may eliminate its SOQ from any further consideration. Vendor will have a continuing obligation to notify County and update any changes to its response in Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix A (Required Forms) to this RFSQ, during this solicitation.

### **1.34 Social Enterprise (SE) Preference Program**

- 1.34.1 County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
  - a. A business that qualifies as a SE and has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

- b. A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.
- 1.34.2 The DCBA shall certify that a SE meets the criteria set forth in Paragraph 1.34.1 above.
- 1.34.3 Certified SEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 4 (Request for Preference Program Consideration) of Appendix A (Required Forms) to this RFSQ, and submit a letter of certification from the DCBA with their SOQ.
- 1.34.4 Further information on SEs is also available on the DCBA's website at: <https://dcba.lacounty.gov>.

**1.35 Intentionally Omitted**

**1.36 Intentionally Omitted**

**1.37 Defaulted Property Tax Reduction Program**

- 1.37.1 The prospective Master Agreement is subject to the requirements of County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix H (Defaulted Tax Program) and the pertinent provisions of Appendix G (Model Master Agreement), Paragraph 8.50 (Warranty of Compliance with the County's Defaulted Property Tax Reduction Program) and Paragraph 8.51 (Termination of Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) to this RFSQ, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.
- 1.37.2 Vendors 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 or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 11 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) of Appendix A (Required Forms) to this RFSQ. 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 Contractor (Los Angeles County Code, Chapter 2.202).
- 1.37.3 SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

### **1.38 Disabled Veteran Business Enterprise (DVBE) Preference Program**

1.38.1 County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE Vendor is defined as:

- a. A business which is certified by the State of California as a DVBE; or
- b. A business which is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
- c. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in (a) and (b) above.

1.38.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Paragraphs 1.38.1, (a) or (b) above.

1.38.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration and submit a letter of certification from the DCBA with their SOQ.

1.38.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

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

### **1.39 Time Off for Voting**

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

**1.40 Vendor's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

- 1.40.1 On October 4, 2016, the Board approved a motion taking significant steps to protect victims of human trafficking by establishing a Zero Tolerance Policy on Human Trafficking. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.
- 1.40.2 Vendors are required to complete Exhibit 12 (Zero Tolerance Policy on Human Trafficking Certification) of Appendix A (Required Forms) to this RFSQ, certifying that they are in full compliance with County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix G (Model Master Agreement) to this RFSQ. Further, Contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

**1.41 Intentionally Omitted**

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

- 1.42.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Master Agreement with County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 1.42.2 Upon Master Agreement award or at the request of the A-C and/or the contracting department, Contractor shall submit a direct deposit authorization request with banking and Vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 1.42.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 1.42.4 Upon Master Agreement award or at any time during the duration of the Master Agreement, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

### **1.43 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

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

1.43.2 Contractors are required to complete Exhibit 13 (Compliance with Fair Chance Employment Hiring Practices Certification) of Appendix A (Required Forms) to this RFSQ, certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, Contractors are required to comply with the requirements under Section 12952 for the Term of any Master Agreement awarded pursuant to this solicitation.

### **1.44 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has provided advice or consultation for the solicitation. Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision shall result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

### **1.45 Intentionally Omitted**

## **2.0 INSTRUCTIONS TO VENDORS**

This Paragraph contains key project dates and activities as well as instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).

### **2.1 County Responsibility**

County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

### **2.2 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Sheriff's or designee's sole judgment and his judgment shall be final.

### **2.3 RFSQ Timetable**

#### **2.3.1 The timetable for this RFSQ is as follows:**



- Release of RFSQ ..... 08/24/21
- Request for a Solicitation Requirements Review Due .. 09/07/21
- Written Questions Due ..... 09/17/21
- Questions and Answers Released ..... 09/24/21
- SOQ due by 3:00 P.M (Pacific Time)..... 10/15/21

2.3.2 The submittal due date above is an initial due date. SOQs not received by that date may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the qualifications listed. This solicitation will remain open until the needs of the Department are met.

**2.4 Solicitation Requirements Review**

2.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B (Transmittal Form to Request a Solicitation Requirements Review) to this RFSQ, to the Department conducting the solicitation as described in this Paragraph. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten Business Days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
  - a. application of the Minimum Mandatory Qualifications, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
  - b. due to unclear instructions, the process may result in County not receiving the best possible responses from prospective Vendor.

2.4.2 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

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

Los Angeles County Sheriff's Department  
Hall of Justice  
Fiscal Administration - Contracts Unit  
211 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, California 90012  
Attention: Socorro Mendoza  
Email address: [skmendoz@lasd.org](mailto:skmendoz@lasd.org)

## 2.5 Vendors' Questions

- 2.5.1 Vendors may submit written questions regarding this RFSQ by mail or e-mail to the individual identified below. All questions must be received by October 15, 2021. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to this RFSQ.
- 2.5.2 When submitting questions, please specify this RFSQ section number, Paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in this RFSQ. County reserves the right to group similar questions when providing answers.
- 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 must be addressed to:

Los Angeles County Sheriff's Department  
Hall of Justice  
Fiscal Administration - Contracts Unit  
211 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, California 90012  
Attention: Socorro Mendoza  
Email address: [skmendoz@lasd.org](mailto:skmendoz@lasd.org)

## 2.6 Intentionally Omitted

## 2.7 Preparation and Format of the SOQ

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

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

- Table of Contents
- Vendor's Qualifications (Section A)

- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)

### **2.7.1 Table of Contents**

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

### **2.7.2 Vendor's Qualifications (Section A)**

Demonstrate that Vendor's organization has the experience to perform the required Services. The following sections must be included:

#### **A. Vendor's Background and Experience (Section A.1)**

Vendor shall complete, sign, and date Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) and Exhibit 1A (Community Business Enterprise (CBE) Information) of Appendix A (Required Forms) to this RFSQ. **The person signing the form must be authorized to sign on behalf of Vendor and to bind Vendor in a Master Agreement.**

Vendor must provide a summary of relevant background information to demonstrate that Vendor meets the Minimum Mandatory Qualifications stated in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ and has the capability to perform the required Services as a corporation or other entity. Vendor must include the following information in the summary:

1. Vendor must demonstrate that the organization is adequately staffed and employees and examiners are trained to provide the required Services.
2. Vendor must demonstrate the capacity to perform the required Services as required in Attachment 1 (Statement of Work) to the RFSQ.
3. Vendor must describe in detail how Vendor meets the Minimum Mandatory Qualifications stated in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.
4. Vendor and its polygraph examiners must pass the polygraph proficiency test (refer to Exhibit 14 (Proficiency Exam) of Appendix A (Required Forms) to this RFSQ) with a score of 100 percent as stated in Paragraph 1.4

(Vendor's Minimum Mandatory Qualifications) of this RFSQ.

5. Vendor must provide the names, addresses, and telephone numbers of all persons authorized to represent and bind company.

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

If the below referenced documents are not available at the time of SOQ submission, Vendors 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):**

Vendor must submit the following documentation with the SOQ:

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

**Limited Partnership:**

Vendor 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.

**B. Vendor's References (Section A.2)**

It is Vendor's sole responsibility to ensure that the firm's name and point of contact's name, title, and phone number for each reference is accurate. The same references may be listed on both Exhibit 6 (Prospective Contractor References) and Exhibit 7 (Prospective Contractor List of Contracts) of Appendix A (Required Forms) to this RFSQ.

1. County may disqualify a Vendor, at its discretion, if:

- references fail to substantiate Vendor's description of the services provided; or
  - references fail to support that Vendor has a continuing pattern of providing capable, productive, and skilled personnel; or
  - Department is unable to reach the point of contact with reasonable effort. It is Vendor's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.
2. Vendor must complete and include Exhibit 6 (Prospective Contractor References), Exhibit 7 (Prospective Contractor List of Contracts), and Exhibit 8 (Prospective Contractor List of Terminated Contracts) of Appendix A (Required Forms) to this RFSQ.
- a. Prospective Contractor References, Exhibit 6
 

Vendor must provide three references for which the same or similar Work to that described in Attachment 1 (Statement of Work) to this RFSQ, was provided. References may be used to verify the minimum experience requirement stated in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ. (Contact person for references must be able to answer questions related to service provided).
  - b. Prospective Contractor List of Contracts, Exhibit 7
 

The listing must include all Public Entities contracts for the last three years. A photocopy of this form should be used if necessary.
  - c. Prospective Contractor List of Terminated Contracts, Exhibit 8
 

Listing must include contracts terminated within the past three years with a reason for termination.

**C. Vendor's Pending Litigation and Judgments (Section A.3)**

Identify by name, case number, and court jurisdiction any pending litigation in which Vendor is involved or judgments against Vendor in the past five years. Vendor shall provide a statement describing the size and scope of any pending or threatened litigation against Vendor or principals of Vendor.

If a Vendor has no pending litigation, threatened litigation, or judgments, then a statement stating so must be provided in

Section A.3 (Vendor's Pending Litigation and Judgements) of their SOQ.

### **2.7.3 Required Forms (Section B)**

In addition to those forms required in other Paragraphs of this RFSQ, Vendor shall also include all remaining forms identified in Appendix A (Required Forms) to this RFSQ.

Vendor shall complete, sign, and date all forms. The person signing all forms must be authorized to sign on behalf of Vendor and to bind Vendor in a Master Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit 2 Certification of No Conflict of Interest

Exhibit 3 Vendor's EEO Certification

Exhibit 4 Request for Preference Consideration

Exhibit 5 Familiarity with the County Lobbyist Ordinance Certification

Exhibit 9 Attestation of Willingness to Consider Gain-Grow Participants

Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certificate Form and Application for Exception

Exhibit 11 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit 12 Zero Tolerance Policy on Human Trafficking Certification

Exhibit 13 Compliance with Fair Chance Employment Hiring Practices Certification

Exhibit 14 Proficiency Examination

### **2.7.4 Proof of Insurability (Section C)**

Vendor must provide proof of insurability that meets all insurance requirements in Paragraph 8.23 (General Provisions of All Insurance Coverage) and Paragraph 8.24 (Insurance Coverage) of Appendix G (Model Master Agreement) to this RFSQ. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should Vendor be selected to receive a Master Agreement award may be submitted with their SOQ.

### **2.7.5 Proof of Licenses (Section D)**

Vendor must provide copies of required licenses, permits, registrations, and certifications (such as business

registrations/licenses, and typing certificates) required to perform the Services under the Master Agreement.

Vendor providing Work under the Master Agreement must possess, comply with, and keep current all applicable licenses, training certificates and other relevant documentation required to perform Services under the Master Agreement.

## **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  
Hall of Justice  
Fiscal Administration - Contracts Unit  
211 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, California 90012  
Attention: Socorro Mendoza, 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 (e-mail) 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.

## **2.9 Acceptance of Terms and Conditions of Master Agreement**

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of Appendix G (Model Master Agreement) to this RFSQ.

## **2.10 SOQ Withdrawals**

Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

Los Angeles County Sheriff's Department  
Hall of Justice  
Fiscal Administration - Contracts Unit  
211 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, California 90012  
Attention: Abby Valdez, Contracts Unit Manager

Vendors that wish to re-submit a corrected SOQ, or correction to any component of the SOQ, must do so before the initial submission deadline stated in Paragraph 2.3 (RFSQ Timetable) of this RFSQ. Resubmitted corrections to SOQs submitted after the initial deadline may not be reviewed initially, however, they may be reviewed at a later date to determine if they meet the qualifications listed in this RFSQ.

If County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or more missing information in any submitted SOQ, County, in its sole discretion, may request in writing that the particular Vendor submit a written correction of the applicable portion(s) of its SOQ within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Vendor understands and agrees that any such correction shall be limited to correcting errors or submitting missing information identified by County, and shall comply with all County instructions as set forth in the request. All corrections will be considered part of the SOQ for all purposes including SOQ review. If Vendor fails to submit such correction or missing information within County-specified time period, the SOQ shall stand as written.

### **3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**

#### **3.1 Review Process**

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

##### **3.1.1 Adherence to Minimum Mandatory Qualifications**

County shall review Vendor's Exhibit 1 (Vendor's Organization Questionnaire/Affidavit), Exhibit 1A (Community Business Enterprise (CBE) Information), and Exhibit 14 (Proficiency Exam) of Appendix A (Required Forms) to this RFSQ, and the appropriate supporting documentation, to determine if Vendor meets the Minimum Mandatory Qualifications as outlined in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.

Failure of Vendor to comply with the Minimum Mandatory Qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in a SOQ if the sum and substance of the SOQ is present.



### **3.1.2 Vendor's Qualifications (Section A)**

County's review shall include the following:

- Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- Vendor's References as provided in Section A.2. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against Vendor as provided in Section A.3.

### **3.1.3 Required Forms**

All forms listed in Paragraph 2.7.3 (Required Forms) of this RFSQ must be included in **Section B** of the SOQ.

### **3.1.4 Proof of Insurability**

County will review the proof of insurability provided in **Section C** of the SOQ.

### **3.1.5 Proof of Licenses, Permits, Registrations, Accreditations, and/or Certifications**

County will review the proof of licenses, certifications, memberships, and permits provided in **Section D** of the SOQ.

## **3.2 Disqualification Review**

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

Upon receipt of the written determination of non-responsiveness, Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- a. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- b. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

### **3.3 Selection/Qualification Process**

The Department will generally select Vendor(s) that have experience providing polygraph examination Services that meet the Minimum Mandatory Qualifications set forth in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ, and are capable of providing the Services specified in Attachment 1 (Statement of Work) to this RFSQ.

### **3.4 Master Agreement Award**

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

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