



Erroy D. Baca, Sheriff

County of Los Angeles
Sheriff's Department Headquarters

*4700 Ramona Boulevard
Monterey Park, California 91754-2169*



August 23, 2011

Notice to Potential Vendors:

**BULLETIN NUMBER 4
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
POLYGRAPH EXAMINATION SERVICES
RFSQ NUMBER 351SH
[Formerly PES-333-2007]**

INTRODUCTION

This Bulletin Number 4 is being issued to announce the reopening of the solicitation and to provide revisions to the RFSQ for Polygraph Examination Services.

Interested and qualified Contractors who can demonstrate their ability to successfully provide the solicited services and meet the requirements outlined in this RFSQ are invited to submit a Statement of Qualifications (SOQ).

The revisions for this RFSQ for Polygraph Examination Services are as follows:

A. RFSQ, Paragraph 1.23, Defaulted Property Tax Reduction Program shall be included in its entirety as follows:

1.23 Defaulted Property Tax Reduction Program

1.23.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix H, Defaulted Tax Program Ordinance, attached to this Bulletin Number 4 as Attachment I. The Defaulted Tax Program applies to both Contractors and their subcontractors.

1.23.2 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 the attached, Appendix C, Required Forms, Exhibit 13, Certification of Compliance with the County's Defaulted Tax Reduction Program, attached to this Bulletin Number 4 as Attachment II. 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-compliant contractor (Los Angeles County Code, Chapter 2.202).

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

B. Exhibit A, Additional Terms and Conditions, Subparagraph 12.2.3, Insurance Programs shall be deleted in its entirety and replaced with the following:

12.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consist of:

(i) General liability insurance (written on ISO policy from CG 00 01 or its equivalent) with limits on not less than the following:

General Aggregate:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

(ii) Professional Liability Insurance covering any liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, agents, or employees with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Such coverage shall be maintained for a period of not less than two years, or the policy shall be endorsed to provide an extended reporting period of not less than two years, following the expiration of termination of the Agreement.

- (iii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto." Contractor may use his/her own personal auto coverage to satisfy the requirement.
- (iv) Workers' Compensation Insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee. If Contractor does not have employees, a written statement will be acceptable acknowledging that Contractor does not have employees and therefore, Worker's Compensation Insurance does not apply.

RFSQ SUBMISSION INFORMATION

RFSQ Timetable

The timetable for the reopening of this RFSQ is as follows:

- Reopening of RFSQ August 23, 2011
- SOQ submittal date September 6, 2011

The submittal date is an initial due date, and those 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.

The RFSQ will be accessible in electronic (PDF) format via the Department's website at: http://www.lasd.org/lasd_contracts/info.html, (underscore between 'lasd' and "contracts"). The RFSQ can also be picked up at the following address by contacting the listed Contract Analyst:

Los Angeles County Sheriff's Department
Contracts Unit - Room 214
Abilene Valdez, Contracts Analyst
4700 Ramona Boulevard
Monterey Park, CA 91754
(323) 526-5444

SOQ SUBMISSION INFORMATION

The original bound SOQ and three numbered copies shall be enclosed in a sealed enveloped or box, plainly marked in the upper left-hand corner with the name of address of the Contractor and bear the words:

“SOQ FOR POLYGRAPH EXAMINATION SERVICES – 351SH”

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

Los Angeles County Sheriff's Department
Contracts Unit – Room 214
Attention: Abilene Valdez, Contracts Analyst
4700 Ramona Boulevard
Monterey Park, CA 91754

Initial Due Date: Tuesday, September 6, 2011
Due Time: 3:00 p.m. (Pacific Standard Time)

It is the sole responsibility of the submitting Contractor to ensure that its SOQ is received before the submission deadline, as set forth in Bulletin Number 4. Submitting Contractor shall bear all risks associated with delays in delivery by any person or entity, including the United States Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

CONTACT WITH COUNTY PERSONNEL

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

Los Angeles County Sheriff's Department
Contracts Unit – Room 214
Attention: Abilene Valdez
4700 Ramona Boulevard
Monterey Park, California 91754
E-mail address: arvaldez@lasd.org
Fax Number: (323) 415-4292

Should you have any further questions regarding the RFSQ, please contact Abilene Valdez, Contracts Analyst, at the email address above.

Sincerely,

LEROY D. BACA, SHERIFF

A handwritten signature in blue ink, appearing to read "Glen Joe", with a large, stylized initial "G" and "J".

Glen Joe, Director
Fiscal Administration

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County

Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. 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 related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

REQUIRED FORMS - EXHIBIT 13

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

Vendor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, Vendor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

Vendor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____