

**LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT**

**REQUEST FOR STATEMENT OF QUALIFICATIONS  
(RFSQ)**

**FORENSIC AUDIO AND/OR VIDEO ENHANCEMENT/  
CLARIFICATION SERVICES**

**NO. RFSQ 355-SH**

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
FORENSIC AUDIO AND/OR VIDEO ENHANCEMENT/CLARIFICATION SERVICES  
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## 1.0 GENERAL INFORMATION

This section provides general information concerning the **Sheriff's Department's Forensic Audio and/or Video Enhancement/Clarification Services Request for Statement of Qualifications (RFSQ)**.

### 1.1 Background

The County of Los Angeles Sheriff's Department is seeking qualified contractors to enter into Agreements with the County to provide Forensic Audio and/or Video Enhancement/Clarification Services for the Commercial Crimes Bureau, Technical Operations Detail on an as needed basis.

### 1.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Agreement and explains the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors for preparing and submitting their Statements of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION/QUALIFICATION PROCESS:** Contains information on how the SOQ will be reviewed, selected and qualified.
- **APPENDICES:**
  - **A - SAMPLE MODEL AGREEMENT:** This document together with its Exhibits sets forth the terms and conditions that will be referenced by each individual Agreement executed with qualified vendors.
  - **A-1 - ADDITIONAL TERMS AND CONDITIONS**
  - **B - STATEMENT OF WORK**
  - **C - REQUIRED FORMS:** Forms 1 through 7 contained in this Section must be completed and included in the SOQ.
  - **D - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to department requesting a Solicitation Requirements Review.
  - **E - LOS ANGELES COUNTY POLICY OF DOING BUSINESS WITH SMALL BUSINESS**
  - **F - WEB LINK TO THE LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**
  - **G - IRS NOTICE 1015**
  - **H - SAFELY SURRENDERED BABY LAW**

### **1.3 Vendor's Minimum Qualifications**

Interested and qualified Vendors that meet the Minimum Qualifications stated below are invited to submit an SOQ.

1.3.1 Vendor shall have provided prior Forensic Audio and/or Video Enhancement/Clarification Services to at least three of the following entities: a law enforcement agency, district attorney, public defender, private attorneys, for a minimum of two (2) years and having worked on at least three (3) cases for each entity. Vendor shall have terminated the service in good standing with all work product completed and shall present a letter of reference from each agency.

1.3.2 Vendor shall present a resume detailing Forensic Audio and/or Video Enhancement/Clarification services experience, including three (3) separate reference cases relating to forensic audio and/or video enhancement/clarification services. Each reference case must include current contact information to the case investigators. Please note that these three (3) references are in addition to the Prospective Contractor Reference Form listed in Appendix C, Required Forms, Exhibit 5. A copy of Vendor's Standard Operating Procedures (SOP's), Sub-sec. 5.3 of Appendix B, Statement of Work, shall be submitted with the resume.

Vendor may be required to prepare a presentation and/or provide a site tour at the request of the County.

1.3.3 Vendor shall not have any felony convictions nor certain misdemeanor convictions (i.e., drug, theft and sex related crimes) that impugn the vendor's character, honesty or veracity or demonstrate a bias.

### **1.4 Agreement Process**

The objective of this RFSQ process is to secure sufficient qualified Vendors to provide Forensic Audio and/or Video Enhancement/Clarification Services to the Sheriff's Department's Commercial Crimes Bureau, Technical Operations Detail Unit on an as needed basis.

1.4.1 This solicitation will remain open until the Sheriff's Department has executed sufficient Agreements to meet the Department's needs. The solicitation may be reopened any time during the term of the Agreement authorized by the County Board of Supervisors in order to meet the Department's ongoing needs. In the event the solicitation is reopened, it will be publicized on the County's website.

1.4.2 Upon the Sheriff's Department's execution of these Agreements, the qualified Vendors will become County Contractors. The County's Project

Manager will assign work as the needs arise. Payment for all work shall be at the hourly rate indicated in Exhibit C, Price Sheet, submitted by each Proposer. The execution of an Agreement does not guarantee a Contractor any minimum amount of business.

1.4.3 It is the Contractor's responsibility to ensure that entering into the Contract will not affect any pension received by Contractor.

## 1.5 Agreement Term

1.5.1 The Term of this Agreement will be for one (1) year with two (2) one-year renewal options from the date the Board of Supervisors approves the Model Agreement. The renewal option will be at the Sheriff's sole discretion.

## 1.6 County Rights & Responsibilities

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

## 1.7 Contact with County Personnel

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

Los Angeles County Sheriff's Department  
Contracts Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754  
Attention: Amy Wang, Contracts Unit  
e-mail address: [acwangl@lasd.org](mailto:acwangl@lasd.org)  
fax: (323) 415-1031

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

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

Prior to executing an Agreement, all potential Vendors must register in the County's WebVen information system. The WebVen system contains the Vendor's business profile, and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at: [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). *There are underscores in the address between the words 'doing business' and 'main db'.*

Failure by Contractor to comply with this requirement may result in disqualification. Once registered, the Contractor must maintain the accuracy of its information. This includes, but is not limited to, change of business name and address.

### **1.9 Sheriff's Department Option To Reject SOQs**

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

### **1.10 Protest Process**

Any actual or prospective Vendor may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Vendor challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

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

#### **1.10.1 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 a Solicitation Requirements Review, Paragraph 2.4.

## **1.11 Notice to Vendors Regarding Public Records Act**

- 1.11.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as the County executes Agreements with qualified Vendor(s), all such SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are identified by the Contractor as business or trade secrets, and plainly marked as "*Trade Secret*," "*Confidential*," or "*Proprietary*", and which meet the definition of "Trade Secret" in California Evidence Code Section 1061.
- 1.11.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality, or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception and may subject the entire SOQ to disclosure. The Vendor must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

## **1.12 Indemnification and Insurance**

Vendor shall be required to comply with the Indemnification provisions contained in Appendix A-1, Additional Terms and Conditions, Paragraph 13.1. Vendor shall procure, maintain, and provide to the County, certificates of proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A-1, Additional Terms and Conditions, Paragraph 13.2.

## **1.13 Injury & 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.

## **1.14 Background and Security Investigations**

Background and security investigations of Vendor and staff may, at the discretion of the County, be required as a condition of beginning and/or continuing work under any resulting agreement. The cost of background checks is the responsibility of the Contractor.



### **1.15 Employee Acknowledgement and Confidentiality Agreement**

Vendor shall be required to comply with the Confidentiality provision contained in Appendix A-1, Additional Terms and Conditions, Section 3.0 and the Independent Contractor Status provision contained in Appendix A-1, Additional Terms and Conditions, Section 41.0.

### **1.16 Conflict of Interest**

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

### **1.17 Determination of Vendor Responsibility**

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

1.17.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

1.17.3 The County may declare a Vendor to be non-responsible for purposes of this Model Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on

the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.17.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.17.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.17.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

## **1.18 Vendor Debarment**

- 1.18.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the

following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.18.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.18.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.18.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.18.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least

five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 1.18.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.18.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

1.18.9 *Appendix F* provides a link to the County's website where there is a listing of Contractors that are currently on the *Debarment List for Los Angeles County*.

### **1.19 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 contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of the Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

### **1.20 Gratuities**

#### **1.20.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of an Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of an Agreement.

#### **1.20.2 Vendor Notification to County**

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

#### **1.20.3 Form of Improper Consideration**

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

