



*Erroy D. Baca, Sheriff*

*County of Los Angeles*  
**Sheriff's Department Headquarters**

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



March 6, 2008

**BULLETIN #1**

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

**WORKERS' COMPENSATION FRAUD  
INVESTIGATION SERVICES**

**RFSQ NO. WCFIS-365-2008**

**INTRODUCTION**

The Los Angeles County Sheriff's Department (Department) is issuing this Request for Statement of Qualifications (RFSQ) to solicit qualified contractors who can provide Workers' Compensation Fraud Investigation Services on an as-needed basis. The solicitation will remain open until the Department's needs are met.

The Department intends to contract with investigators to assist the Internal Criminal Investigations Bureau. Contractors will conduct confidential investigations and Sub-rosa surveillance of County employees suspected of workers' compensation fraud. Contractors shall be responsible for conducting thorough investigations and preparing the Workers' Compensation Investigation report within seven (7) days of completing the interview or detail.

Interested and qualified contractors who can demonstrate their ability to successfully meet the requirements outlined in this RFSQ and Appendix B - Statement of Work, of this RFSQ, are invited to submit Qualification Statements.

**RFSQ SUBMISSION INFORMATION**

**RFSQ Release**

- ) The RFSQ will be released on March 6, 2008, and will be accessible via the Sheriff's website at: [http://www.lasd.org/lasd\\_contracts/info.html](http://www.lasd.org/lasd_contracts/info.html) (underscore between

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"lasd" and "contracts") and the county website at:  
<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp> .

**If the Contractor wishes to access the RFSQ via the above Sheriff's website, the Proposer MUST inform the Sheriff's Contracts Unit Analyst at [jldillon@lasd.org](mailto:jldillon@lasd.org) of Contractor's name, mailing address, email address, fax number and telephone number.**

Requests for receiving the RFSQ in the mail can be made to the Sheriff's Department Contracts Unit, Attention: Jana Dillon at [jldillon@lasd.org](mailto:jldillon@lasd.org).

### **WRITTEN QUESTIONS**

Questions pertaining to the RFSQ shall be in writing and submitted by Friday, March 14, 2008. Questions should be e-mailed to [jldillon@lasd.org](mailto:jldillon@lasd.org) or mailed to:

Los Angeles County Sheriff's Department  
Contracts Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754  
Attention: Jana Dillon, Contract Analyst

A conference will be held on Tuesday, March 18, 2008, at Sheriff's Headquarters, 2<sup>nd</sup> Floor, Conference Room #244 at 1:00 pm. Answers shall be released March 25, 2008.

### **RFSQ SUBMISSION INFORMATION**

The completed Statement of Qualifications package must include the original and three (3) numbered copies in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Contractor and bear the words:

#### **SOQ FOR WORKERS' COMPENSATION FRAUD INVESTIGATION SERVICES**

The SOQ shall be delivered or mailed to:

Los Angeles County Sheriff's Department  
Contracts Unit  
4700 Ramona Boulevard, 2<sup>nd</sup> Floor  
Monterey Park, CA 91754  
Attention: Jana Dillon, Contract Analyst

**RFSQ SUBMISSION INFORMATION (Cont.)**

**DUE DATE:** April 3, 2008  
**TIME:** 3:00 p.m. - PACIFIC STANDARD TIME

**Solicitation Requirements Review is March 17, 2008.**

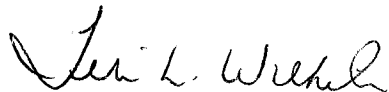
It is the sole responsibility of the submitting contractor to ensure that its SOQ is received before the submission deadline. Submitting contractors shall bear all risks associated with delays in delivery by any person or entity, including the U. S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

Any contact regarding the RFSQ or any matter relating thereto must be in writing and may be e-mailed to Jana Dillon, Contracts Analyst, at [jldillon@lasd.org](mailto:jldillon@lasd.org), or mailed to the below address:

Los Angeles County Sheriff's Department  
Contracts Unit  
Jana Dillon, Contracts Analyst  
4700 Ramona Boulevard, 2<sup>nd</sup> Floor  
Monterey Park, CA 91754

Sincerely,

LEROY D. BACA, SHERIFF



Teri L. Wilhelm, Director  
Fiscal Administration



## **SHERIFF'S DEPARTMENT**

**REQUEST FOR STATEMENT OF  
QUALIFICATIONS (RFSQ)  
RFSQ NO. WCFIS-365-2008**

**WORKERS' COMPENSATION  
FRAUD INVESTIGATION  
SERVICES**

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
WORKERS' COMPENSATION FRAUD  
INVESTIGATION SERVICES**

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## **1.0 GENERAL INFORMATION**

### **1.1 Scope of Work**

The County of Los Angeles Sheriff's Department (Department) requires the services of several qualified Workers' Compensation Fraud Investigators, independent contractor(s), to enter into an Agreement(s) to provide Workers' Compensation Fraud Investigation Services of Departmental personnel who have filed a Workers' Compensation claim with the Department, on an as-needed basis.

The Contractor must meet minimum requirements and be capable of performing the duties as specified in Appendix B, Statement of Work. The approval and execution of a Master Agreement by the Los Angeles County Board of Supervisors for Workers' Compensation Fraud Investigation services and the subsequent execution of an Agreement(s) by the Sheriff and Contractor(s) do not guarantee work will be offered.

### **1.2 Overview of Solicitation Document**

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

- **GENERAL INFORMATION (1.0):** Specifies the Contractor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and explains the solicitation process.
- **INSTRUCTIONS TO CONTRACTORS (2.0):** Contains instructions to Contractors in how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/DISQUALIFICATION/ SELECTION PROCESS (3.0):** Contains information on how the SOQ will be reviewed, qualified and selected.

- **APPENDICES:**

- **A - MASTER AGREEMENT:** This will be the Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- **B - STATEMENT OF WORK:** Explains in detail the work to be performed by the Contractor(s).
- **C - REQUIRED FORMS:** Forms contained in this Section must be completed and included in the SOQ in the sections specified in Subparagraph 2.6.4.
- **D - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- **E - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **F - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.

### **1.3 Terms and Definitions**

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

### **1.4 Contractor's Minimum Requirements**

Interested and qualified Contractors that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of

Work, are invited to submit their SOQ provided they meet the following minimum requirements:

- 1.4.1 Contractor must have seven (7) years experience with a minimum of two (2) years experience as a patrol officer in a "first responder" capacity and five (5) years experience conducting criminal investigations while employed by a law enforcement agency.
- 1.4.2 Contractor must be trained and certified under the laws of the State of California as a private investigator and possess a Private Investigator License as specified in the California Business and Professions Code 7521.
- 1.4.3 Contractor must possess the equipment and expertise to capture video and still photography during Sub-rosa surveillance.
- 1.4.4 Contractor must possess a valid California Class "C" driver license.
- 1.4.5 Contractor must certify that he/she meets the Los Angeles County criteria for Physical Class, (3) –Moderate: which includes standing or walking most of the time with bending, stooping, squatting, twisting and reaching; includes working on irregular surfaces and occasionally lifting objects weighing over 25 pounds.
- 1.4.6 Contractor shall not have any felony convictions nor certain misdemeanor convictions (i.e., drug, theft and sex-related crimes) that impugn the applicant's character, honesty or veracity, or demonstrate a bias.

## **1.5 Adherence to County Requirements**

- 1.5.1 Contractor 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 Wages and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Agreement that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of an Agreement or initiation of debarment proceedings against the non-compliant contractor (County Code Chapter 2.202).

1.5.2 Contractor must certify its intent to comply with the following requirements:

- Gratuities [Reference Master Agreement Exhibit A, (Additional Terms and Conditions), Paragraph 7.0, (Termination for Gratuities)]
- Contractor's Responsibility and Debarment [Reference Master Agreement Exhibit A, (Additional Terms and Conditions), Paragraph 16.0, (Contractor's Responsibility and Debarment)]
- Conflict of Interest [Reference Master Agreement Exhibit A, (Additional Terms and Conditions), Paragraph 23.0, (Conflict of Interest) and Appendix C, Exhibit 2]
- County Lobbyist Ordinance [Reference Master Agreement Exhibit A, (Additional Terms and Conditions), Paragraph 25.0, (Restrictions on Lobbying) and Appendix C, Exhibit 5]
- GAIN/GROW Participants [Reference Master Agreement Exhibit A, (Additional Terms and Conditions) Paragraph 26.0, (Consideration of GAIN Program Participants for Employment) and Appendix C, Exhibit 8]
- Child Support Compliance Program [Reference Master Agreement Exhibit A, (Additional Terms and Conditions), Paragraph 30.0, (Contractor's Warranty of Adherence to County's Child Support Compliance Program)]
- Recycled-Content Paper [Reference Master Agreement Exhibit A, (Additional Terms and Conditions), Paragraph 31.0, (Recycled-Content Paper)]

- Jury Service Program [Reference Master Agreement Exhibit A, (Additional Terms and Conditions), Paragraph 32.0, (Compliance with the County's Jury Service Program) and Appendix C, Exhibit 9]
- Federal Earned Income Tax Credit [Reference Master Agreement Exhibit A, (Additional Terms and Conditions), Paragraph 36.0, (Federal Earned Income Tax Credit)]
- Safely Surrendered Baby Law [Reference Master Agreement Exhibit A, (Additional Terms and Conditions), Paragraph 47.0, (Safely Surrendered Baby Law)]

## **1.6 Master Agreement Process**

The objective of this RFSQ process is to secure qualified Contractor(s) to provide Workers' Compensation Fraud Investigation Services on an as-needed basis as described in Appendix B, Statement of Work. This solicitation will initially be closed on the date indicated in Bulletin 1. Thereafter, it may be reopened until the needs of the Department are met. If the solicitation is closed at a later date, it may be reopened any time during the term of the Master Agreement in order to meet the Department's needs. In the event the solicitation is reopened, it will be publicized on the County's website and the Department's website at [http://www.lasd.org/lasd\\_contracts/info.html](http://www.lasd.org/lasd_contracts/info.html) (There is an underscore between lasd and contracts).

- 1.6.1 An Agreement(s) will be executed with the Contractor(s) determined to be qualified and who meet the minimum requirements stated in Section 1.4 of this RFSQ.
- 1.6.2 Upon the Sheriff's execution of the Master Agreement(s), the qualified Contractor(s) will become County Contractor(s) and thereafter, will be required to provide Workers' Compensation Fraud Investigation services for Internal Criminal Investigations Bureau as needed.

- 1.6.3 The County's Project manager will assign the work to the lowest-priced contractor first. If that contractor is unavailable, the County Project Manager will assign work to other contractors in order of lowest price. The County reserves the right to assign work outside of the lowest price model where specialized services or expertise is required and is not available from the lowest-priced contractor, or if the work is needed on an expedited basis. If two contractors have the same price, work shall be assigned on rotation.
- 1.6.3 The execution of a Board approved Master Agreement and Sheriff's executed Agreement with Contractor(s) do not guarantee Contractor(s) any minimum amount of business.

## **1.7 Master Agreement Term**

- 1.7.1 Prior to commencement of any Agreement, the form of the Master Agreement must be approved by the Los Angeles County Board of Supervisors. The termination date of the Master Agreement will be three (3) years from the date the Board of Supervisors approves the Master Agreement form. The County shall have the option to extend the initial contract term for up to two (2) one-year optional periods, and thereafter, for another six (6) months in any increment. Extension options will be at the Sheriff's discretion.
- 1.7.2 The Agreement with the Contractor(s) will become effective upon the date of its execution by the Sheriff and shall expire on the date the Master Agreement expires.

## **1.8 Master Agreement Rates**

There is no guarantee of work under this Master Agreement. For all work performed, compensation shall be according to the following:

- 1.8.1 Payment for all work shall be on a fixed price per deliverable basis, pursuant to Appendix A, Compensation Rates. Overtime compensation will not be paid under this Agreement.
- 1.8.2 Mileage shall be paid at the rate established by the County Auditor Controller when applicable, pursuant to Appendix A, Compensation Rates. The rate is currently \$0.47 per mile (47 cents). Parking expense shall be paid when the claim is accompanied with a parking receipt.
- 1.8.3 All rates except mileage are fixed and shall remain firm for the term of the Agreement.

## **1.9 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 and also at the Sheriff's website at [http://www.lasd.org/lasd\\_contracts/info.html](http://www.lasd.org/lasd_contracts/info.html).

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 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.

## **1.10 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 as follows:

Jana Dillon  
Los Angeles County Sheriff's Department  
Contracts Unit – Room 214  
4700 Ramona Boulevard  
Monterey Park, California 91754  
Email: [jldillon@lasd.org](mailto:jldillon@lasd.org)

Fax: (323) 415-4781

If it is discovered that a Contractor 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.

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

Prior to executing a Master Agreement(s), all potential Contractors must register in the County's WebVen. The WebVen contains the Contractor'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.gov/doing\\_business/main\\_db.htm](http://lacounty.gov/doing_business/main_db.htm). *There are underscores in the address between the words 'doing business' and 'main db'.*

### **1.12 Department Option To Reject SOQs**

The Sheriff, at his sole discretion, may reject any or all SOQs submitted in response to this solicitation. The Department shall not be liable for any cost incurred by a Contractor in connection with preparation and submittal of any SOQ.

### **1.13 Protest Process**

Any actual or prospective Contractor may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Contractor 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 a contract based on a Contractor's protest. In

all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

#### **1.13.1 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 the following:

- Solicitation Requirements Review (Reference Subparagraph 2.4 of this RFSQ)
- Disqualification Review (Reference Subparagraph 3.2 of this RFSQ)

### **1.14 Notice to Contractors Regarding Public Records Act**

1.14.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when the Sheriff executes an Agreement with the qualified Contractor(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 defined and identified by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.14.2 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 Contractor must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

### **1.15 Indemnification and Insurance**

Contractor shall be required to comply with the Indemnification provisions contained in Exhibit A (Additional Terms and Conditions), Paragraph 12.0.

Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Exhibit A (Additional Terms and Conditions), Subparagraph 12.2.3.

### **1.16 SPARTA Program**

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc.

For additional information, Contractors may call (800) 420-0555 or contact them through their web-address: [www.2sparta.com](http://www.2sparta.com)

### **1.17 Injury & Illness Prevention Program (IIPP)**

Contractor 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.

### **1.18 Background and Security Investigations**

Background and security investigations of the Contractor will be required as a condition of beginning and continuing work under any resulting agreement. The background and security checks are the responsibility of the County. The County's Project Manager or designee will conduct background and security checks before work begins.

### **1.19 Employee Acknowledgement and Confidentiality Agreement**

Contractor shall be required to comply with the Confidentiality provision contained in Exhibit A (Additional Terms and Conditions), Paragraph 2.0 (Confidentiality) and the Independent Contractor Status provision contained in Exhibit A (Additional Terms and Conditions), Paragraph 38.0 (Independent Contractor Status). Contractor shall ensure that it obtains and submits to the County, a signed "Contractor Employee Acknowledgement and Confidentiality Agreement" as specified in the Master Agreement, Exhibit D1, for each employee performing services under the Master Agreement, before work begins.

Contractor shall also ensure that it obtains and submits to the County, a signed "Non-Contractor Employee Acknowledgement and Confidentiality Agreement" as specified in the Master Agreement, Exhibit D2, for each non-employee performing services under the Master Agreement, before work begins.

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

After award of an Agreement, the Department's Contract Monitor will evaluate the Contractor's performance under the Agreement on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance requirements identified in the Statement of Work, Appendix B. Contractor's deficiencies which the Department determines are severe or continuing and that may place the performance of this Master Agreement in jeopardy if not corrected, may be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the Department and Contractor. If improvement does not occur consistent with the corrective action measures, the Department may terminate the Contractor's Agreement in whole or in part, or impose other penalties as specified in the Master Agreement.

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

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

The County has a Policy on Doing Business with Small Business that is stated in Appendix E.

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 Exhibit A (Additional Terms and Conditions) Paragraph 32.0 (Compliance with Jury Services Program).

### **1.22 Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as may be revised in the future, as contained in Appendix A, Master Agreement, Exhibit F.

### **1.23 Notification to Department of Pending Acquisitions/Mergers by Potential Contractor**

Contractor shall notify the Department of any pending acquisitions/mergers of their company. This information shall be provided by the Contractor on Appendix C, Required Form, Exhibit 1, Contractor's Organization Questionnaire/Affidavit. Failure of the Contractor to provide this information may eliminate its SOQ from any further consideration.

## **2.0 INSTRUCTIONS TO CONTRACTOR(S)**

This Section contains key project dates and activities as well as instructions to Contractors in how to prepare and submit their Statement of Qualifications (SOQ).

### **2.1 County Responsibility**

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement unless such understanding or representation is included in the 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 sole judgment and his judgment shall be final.

### **2.3 RFSQ Timetable**

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

- Release of RFSQ .....Refer to Bulletin #1
- Request for a Solicitation Requirements Review Due.....Refer to Bulletin #1
- Written Questions Due .....Refer to Bulletin #1
- Conference .....Refer to Bulletin #1
- Questions and Answers Released .....Refer to Bulletin #1
- SOQ due by .....Refer to Bulletin #1

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.

## **2.4 Solicitation Requirements Review**

A person or entity may seek a Solicitation Requirements Review by submitting Appendix D - Transmittal Form to Request a RFSQ Solicitation Requirements Review along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a Solicitation Requirements Review is received by the date stated in Bulletin #1. Once an Agreement is executed, a Solicitation Requirements Review will not be granted as the requirement cannot be changed;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a response;
3. The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Contractor; or,
  - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Contractor(s).

All Requests for a Solicitation Requirements Review should be submitted to:

Henry Yee, Contracts Manager  
Los Angeles County Sheriff's Department  
Contracts Unit – Room 214  
4700 Ramona Boulevard  
Monterey Park, California 91754

After a request for a Solicitation Requirements Review is received from a Contractor, the Department shall:

- Ensure the request was received within the timeline specified; and
- Review the request to determine if it itemized in appropriate detail each matter contested, as well as any factual reason(s) for the requested review.

The Solicitations Requirements Review shall be completed and the Department's determination shall be provided to the Contractor, in writing, within a reasonable time prior to the SOQ due date.

## **2.5 Contractor Questions and Conference**

A Contractors Conference will be conducted, refer to Bulletin #1 for details.

Prospective Contractors may submit written questions regarding this RFSQ by mail, fax or e-mail to the Contracts Analyst identified below. All questions must be received by the date indicated in Bulletin #1. When submitting questions, please specify the RFSQ section number, paragraph number, and page number and quote the passage that prompted the question. All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The County reserves the right to group similar questions when providing answers.

Any questions regarding concerns that the application of the minimum requirements, review criteria and/or business requirements may unfairly disadvantage the Contractor or, due to unclear instructions, the County may not receive the best possible responses from the Contractor(s), must be addressed during the Solicitation Requirements Review, Subparagraph 2.4.

The addendum will be mailed or e-mailed to all Contractors that received the RFSQ via the following methods: mail or the Department's website at

[http://www.lasd.org/lasd\\_contracts/info.html](http://www.lasd.org/lasd_contracts/info.html) if Contractor informed the Sheriff's Contracts Unit Analyst at [jldillon@lasd.org](mailto:jldillon@lasd.org) of Contractor's name, mailing address, email address, fax number and telephone number. The addendum will also be posted on the Department's website stated above.

Questions should be addressed to:

Jana Dillon, Contracts Analyst  
Los Angeles County Sheriff's Department  
Contracts Unit – Room 214  
4700 Ramona Boulevard  
Monterey Park, California 91754  
Fax: (323) 415-4781  
E-mail: [jldillon@lasd.org](mailto:jldillon@lasd.org)

## 2.6 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 the County's sole discretion.

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

- Contractor's Organization Questionnaire/Affidavit
- Table of Contents
- Contractor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)

### 2.6.1 Contractor's Organization Questionnaire/Affidavit

Contractor shall complete, sign and date the Contractor's Organization Questionnaire/Affidavit - Exhibit 1 as set forth in Appendix C. **The person signing the form must be authorized to sign on behalf of the Contractor and to bind the applicant in an Agreement.**

**2.6.2 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.

**2.6.3 Contractor's Qualifications (Section A)**

Contractor must provide relevant information to demonstrate that they meet the minimum requirements stated in Subparagraph 1.4 and have the capability to perform the required services as a corporation or other entity, as stated in the Vendor's Organization Questionnaire.

**2.6.4 Required Forms (Section B)**

Contractor must complete and submit the following Required Forms. All forms are provided in Appendix C.

**Exhibit 2**    *Prospective Contractor References*

Contractor must provide three (3) references for which Contractor has provided investigation services, including one law enforcement agency. References which verify that Contractor meets the Minimum Requirements as stated under Subparagraph 1.4 must be provided.

It is the Contractor'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. County may disqualify a Contractor if:

- References fail to substantiate Contractor's description of the services provided; or

- References fail to support that Contractor has required experience and/or skills in providing a continuing pattern of capable services; or the Department is unable to reach the point of contact with reasonable effort (3 attempts will be made). It is the Contractor's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.

Exhibit 3 *Prospective Contractor List of Contracts*

The listing must include all contracts with the County and Public Entities, including one law enforcement agency, for the last three years.

Exhibit 4 *Prospective Contractor List of Terminated Contracts*

Contractor must complete and submit with SOQ.

Exhibit 5 *Certification of No Conflict of Interest*

Contractor must certify that no employee who prepared or participated in the preparation of this SOQ, is within the purview of County Code Section 2.180.010.

Exhibit 6 *County Lobbyist Ordinance Certification*

Contractor must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Contractor have and will comply with the ordinance during the RFSQ process.

Exhibit 7 *Price Sheet*

Contractor must complete and submit with SOQ.

Exhibit 8 *Contractor's Equal Employment Opportunity (EEO)  
Certification*

Contractor must comply with EEO laws, regulations and policies.

Exhibit 9 *Attestation of Willingness to Consider GAIN/GROW  
Participants*

Contractor must complete and submit with the SOQ.

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

Contractor must complete and submit with the SOQ. If

Contractor is requesting an exception to this program,  
submit all necessary documents to support the request.

Exhibit 11 *Litigation*

Complete Exhibit 11, Litigation provided in Appendix C,  
Required Forms. Identify by name, case and court  
jurisdiction any pending litigation in which Bidder is involved,  
or judgments against Bidder in the past five (5) years,  
including the following:

- a. Where judgment has been entered against the Bidder, whether final or not, where the claim was that the Bidder violated any of the following, as defined in *Appendix A (Sample Agreement), Exhibit A (Additional Terms and Conditions)*: (1) Civil Rights Laws and Discrimination as defined in *Section 19.0*; (2) Fair Labor Standards as defined in *Section 18.0*; and
- b. Any legal claim of any kind which has been filed by a municipal, local, state or federal public entity against the Bidder in which the amount in controversy is \$10,000 or more, whether or not the matter is pending, settled, or where judgment has been entered, whether final or not; and

- c. Any legal claim of any kind which has been filed by any non-public agency against the Bidder in which the claim was for breach of contract or other failure to perform duties required by a contract for services similar to the management and maintenance services described in this RFSQ, where the amount in controversy is \$20,000 or more, whether or not the matter is pending, settled, or where judgment has been entered, whether final or not.

If Bidder has no pending litigations or judgments, then a statement stating so must be provided in this section.

**Exhibit 12** *Signature Page of Master Agreement*

Contractor's submission of a signed signature page constitutes acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of the Master Agreement, which are not negotiable.

**2.6.5 Proof of Insurability (Section C)**

Contractor must provide proof of insurability that meets all insurance requirements set forth in the Exhibit A (Additional Terms and Conditions), Paragraph 12.2. If a Contractor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage if the Contractor is selected to receive an Agreement award may be submitted with the SOQ.

**2.6.6 Proof of Licenses and Degrees (Section D)**

Contractor must furnish a copy of all applicable licenses and degrees, training certificates and other documentation to verify meeting minimum requirements as stated in Subparagraph 1.4 of this RFSQ.

## **2.7 SOQ Submission**

The original bound SOQ and three (3) complete numbered copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Contractor and bear the words:

**“SOQ FOR WORKERS’ COMPENSATION FRAUD  
INVESTIGATION SERVICES”**

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

Jana Dillon, Contracts Analyst  
Los Angeles County Sheriff's Department  
Contracts Unit – Room 214  
4700 Ramona Boulevard  
Monterey Park, California 91754

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 #1. Submitting Contractor 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.

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

Contractor understands and agrees that submission of the SOQ including the signature by the authorized agent of the Contractor on the signature page of the Master Agreement constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix A, Master Agreement. The terms and conditions of the Master Agreement are not negotiable.

## **2.9 SOQ Withdrawals**

The Contractor may withdraw its SOQ at any time prior to the date and time which is set forth in Bulletin 1 as the deadline for acceptance of SOQs, upon written request for same to:

Irma Cobos, Manager  
Los Angeles County Sheriff's Department  
Contracts Unit – Room 214  
4700 Ramona Boulevard  
Monterey Park, California 91754

### **3.0 SOQ REVIEW/DISQUALIFICATION/SELECTION 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 Requirements**

Contractor must adhere to the minimum requirements outlined in Subparagraph 1.4, Contractor's Minimum Requirements. There will be a thorough review of Contractor's qualifications as provided in **Section A** of the SOQ to determine if the Contractor meets the Minimum Requirements. The review will include, but not be limited to, verification of references submitted, a review of the County's Contract Database reflecting past performance history on County contracts, a review of terminated contracts, and a review to determine the magnitude of any pending litigation or judgments against the Contractor.

##### **3.1.2 Required Forms**

Verify Contractor's Organization Questionnaire/Affidavit has been completed and submitted as page 1 of SOQ.

Verify all forms listed in Section 2, Subparagraph 2.6.4 have been included in **Section B** of the SOQ.

##### **3.1.3 Proof of Insurability**

Review the proof of insurability provided in **Section C** of the SOQ.

### **3.1.4 Proof of Licenses and Degrees**

Review all applicable licenses, degrees, training certificates and other documentation provided in **Section D** of the SOQ to verify meeting Minimum Requirements.

## **3.2 Disqualification Review**

An SOQ may be disqualified from consideration because the Department determined it was a non-responsive SOQ at any time during the review process. If the Department determines that an SOQ is disqualified due to non-responsiveness, the Department shall notify the Contractor in writing and provide the following information:

- The specific solicitation criteria the SOQ failed to meet;
- The grounds on which the Contractor may request a Disqualification Review;
- The specific date by which the Contractor must request a Disqualification Review and to whom it must be addressed; and,
- Direction to the Contractor to include appropriate factual support on each ground asserted in the request for a Disqualification Review as well as copies of all documents and other material which support its assertions.

Upon receipt of the written determination of non-responsiveness, the Contractor may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

A Disqualification Review shall be granted under the following circumstances:

- The firm/person requesting a Disqualification Review is a Contractor;
- The request for a Disqualification Review is submitted timely; and,
- The request for a Disqualification Review asserts that the Department's determination of disqualification due to SOQ 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.

After a request for a Disqualification Review is received from a Contractor, the Department shall:

- Ensure the request was received within the timeline specified; and
- Review the request to determine if it itemizes in appropriate detail each ground asserted, as well as any factual reason(s) for the requested Disqualification Review.

The Disqualification Review shall be completed and the Department's determination shall be provided to the Contractor, in writing, prior to the conclusion of the review process.

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

The Department will generally select Contractor(s) that have the necessary qualifications/experience in providing Workers' Compensation Fraud Investigation services.

### **3.4 Master Agreement Award**

Contractors 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 an Agreement if other requirements necessary for award have not been met. Other requirements may include items such as complete agreement with the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be in force. Only when all such matters have been demonstrated to the Department's satisfaction can a Contractor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of an Agreement.

The Sheriff will execute an Agreement with each selected Contractor after the Board of Supervisors has approved the Master Agreement.