

February 28, 2012

Notice to Potential Proposers:

**BULLETIN NUMBER 4  
JOINT REGIONAL INTELLIGENCE CENTER  
(JRIC) ANALYST SERVICES  
REQUEST FOR PROPOSAL NUMBER 455-SH**

This Bulletin Number 4 is being issued to provide additional information and becomes part of the Request for Proposal (RFP).

1. *RFP, Appendix A, Exhibit A, Additional Terms and Conditions, Paragraph 1.0, Subcontracting, is deleted in its entirety and replaced with the following:*

**1.0        SUBCONTRACTING**

1.1        General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2        Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1        Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the

reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:
  - i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and
  - ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed Contractor Non-Employee Acknowledgment And Confidentiality Agreement (Exhibit E2 of this Agreement) for each of subcontractor's employees performing Work under the subcontract. Such Agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

### 1.3 Contractor Responsibilities.

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required

hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.
- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2. *RFP, Appendix B, Statement of Work, Subparagraph 2.2.1 is deleted in its entirety and replaced with the following:*

2.2.1 Contractor's personnel shall possess either

- a) a bachelor's degree from an accredited institution plus a minimum of two (2) years of experience conducting intelligence analysis in a Federal intelligence agency, the military, or state and/or local law enforcement intelligence unit, or
- b) an associate's degree from an accredited institution plus a minimum of two (2) years of experience conducting intelligence analysis in a Federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

All other terms and conditions of this RFP remain in effect.

Should you have any questions, please contact Marcelle Murr, Contract Analyst, via e-mail at [memurr@lasd.org](mailto:memurr@lasd.org).

End of Bulletin #4