

Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242 (562) 940-2728



October 13, 2022

ADDENDUM NUMBER THREE - REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ #640-21-02) FOR AS-NEEDED POLYGRAPH EXAMINATION SERVICES FOR ADULT SEX OFFENDERS AND POST-CONVICTION SEX OFFENDERS

This Addendum Three is made to the Request for Statement of Qualifications for Statement of Qualifications for As-Needed Polygraph Examination Services for Adult Sex Offenders and Post-Conviction Sex Offenders (RFSQ # 640-21-02), which was released on April 7, 2021. The following indicates new and/or revised language to the RFSQ.

1. RFSQ, Section 1.9 (Contact with County Personnel), shall be deleted in its entirety and replaced as follows:

1.9 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:

County of Los Angeles Probation Department Contracts & Grants Management Division 9150 East Imperial Highway, Room D-29 Downey, California 90242 Attention: A'lana White, Contract Analyst Email address: <u>Alana.White@probation.lacounty.gov</u> Fax number: (562) 658-2307

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

2. RFSQ, Section 2.5 (Vendors Questions), Subsection 2.5.4, shall be deleted in its entirety and replaced as follows, the remaining subsections remain the same:

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2.5.4 Questions should be addressed to:

County of Los Angeles Probation Department Contract & Grants Management Division 9150 East Imperial Highway, Room D-29 Downey, California 90242 Attention: A'lana White, Contract Analyst Email address: <u>Alana.White@probation.lacounty.gov</u> Fax number: (562) 658-2307

3. RFSQ, Section 2.8 (SOQ Submission) shall be deleted in its entirety and replaced as follows:

2.8 SOQ Submission

The original SOQ and five (5) numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

"STATEMENT OF QUALIFICATIONS"

FOR

AS-NEEDED POLYGRAPH EXAMINATION SERVICES FOR ADULT SEX OFFENDERS AND POST-CONVICTION SEX OFFENDERS RFSQ 640-21-02

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

Los Angeles County Probation Department Contract & Grants Management Division 9150 East Imperial Highway, Room D-29 Downey, California 90242 Attention: A'lana White, Contract Analyst

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the SOQ initial due date and time as listed in Subparagraph 2.3 (RFSQ Timeline) or any addendum amending the SOQ due date and time. 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 (email) copies will be accepted. Any SOQs received after the scheduled closing date and time for receipt of SOQs, as listed in Subparagraph 2.3 (RFSQ Timeline), or any addendum amending the SOQ due date and time, will not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the qualifications listed.

4. RFSQ, Appendix A (Sample Master Agreement), Exhibit A (Additional Terms and Conditions) Paragraph 13.0 (Indemnification and Insurance), Subparagraph 13.3 (Insurance Coverage) shall be deleted in its entirety and replaced as follows, the remaining subparagraphs remain the same:

13.0 INDEMNIFICATION AND INSURANCE

- 13.3 Insurance Coverage
 - 13.3.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 13.3.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to the Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 13.3.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. There shall be no exclusions for animal-related liability.

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> 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.

13.3.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to the Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Master Agreement's expiration, termination or cancellation.

13.3.5 Intentionally Omitted

13.3.5 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

This Addendum is posted on the following websites:

Los Angeles County "Doing Business with Us":

LA County Solicitations

Los Angeles County Probation:

Current Solicitations - Probation (lacounty.gov)

Sincerely,

Tasha Howard, Director Contracts & Grants Management Division