

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

July 19, 2017

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

Dear Board Members:

SUBJECT: EXTEND AND INCREASE THE CONTRACT FOR URBAN AREAS SECURITY INITIATIVES TRAINING AND EXERCISE EMERGENCY PLANNING AND CONSULTING SERVICES, REQUEST FOR PROPOSAL NO. 901355; AMOUNT: \$208,000

RECOMMENDATION:

Approve and authorize the Purchasing Agent to amend Master Contract No. 901355, Procurement Contract No. 12216, with The First Response Group LLC (Principal: Philip D. White; Location: Napa), to provide Urban Areas Security Initiatives Training and Exercise Emergency Planning and Consulting Services to the Alameda County Sheriff's Office, increasing the contract amount from \$416,000 to \$624,000 (\$208,000 increase), and extending the current term of 10/01/15 – 09/30/17 by one-year until 09/30/18.

DISCUSSION/SUMMARY:

On September 15, 2015, Item No. 67, your Board approved a one-year contract with The First Response Group LLC. On September 13, 2016, Item No. 93, your Board approved an amendment to increase the contract amount and extend the expiration date.

Bay Area Urban Areas Security Initiative (BAUASI) training addresses the unique planning, organization, and exercise needs of high-threat, high-density urban areas, and assists them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism. The Alameda County Sheriff's Office (ACSO) has been awarded a federal grant to provide Urban Areas Security Initiative (UASI) training to public safety organizations and, on a limited basis, to the private sector in 12 Counties identified as the BAUASI region. The contractor is conducting emergency management and consulting services as the regional emergency planner working with training contractors and training coordinators from all first responder agencies in the region. This amendment will allow for continuity of services.

SELECTION CRITERIA/PROCESS:

ACSO worked with General Services Agency (GSA)-Procurement to develop and issue a Request for Proposal (RFP) that was issued on April 15, 2015 and resulted in two responses. The First Response Group LLC was the highest scoring vendor, met all requirements of the RFP, and received favorable references. The contract allows for this extension by mutual agreement.

The contract is federally funded through the Fiscal 2016 Urban Areas Security Initiative Grant Program (November 1, 2016-February 28, 2018, Project F-Enhance Homeland Security Exercise, Evaluation, and Training Program); therefore, the Auditor's Office of Contract Compliance & Reporting (OCCR) waived the Small Local Emerging Business (SLEB) requirements and issued Federal SLEB waiver No. F-794-I-B, which expires on September 30, 2018.

FUNDING:

No additional appropriations are necessary. The costs associated with this contract increase in the amount of \$208,000 will be fully offset with the funding from the 2016 Urban Areas Security Initiative Grant Program. This request will not impact the net County cost in Fiscal Year 2017-18 or in future years.

Respectfully submitted,



Gregory J. Ahern
Sheriff/Coroner



Willie A. Hopkins, Jr.
Director, General Services Agency

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cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller/Clerk-Recorder
Donna R. Ziegler, County Counsel

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and The First Response Group LLC, (“Contractor”) with respect to that certain agreement entered by them on September 25, 2016 and that certain First Amendment to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides exercise emergency planning and consulting services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on September 30, 2017. As of the Effective Date, the term of the Agreement is extended through September 30, 2018.
4. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Two Hundred Eight Thousand dollars (\$208,000). As a result of these additional services the not to exceed amount has increased from Four Hundred Sixteen Thousand dollars (\$416,000) to Six Hundred Twenty-Four Thousand dollars (\$624,000) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement has been amended as follows:
 20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Consulting Services shall not exceed \$624,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
6. A Revised Exhibit B, Payment Terms, is attached to this Amendment.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:**
 - a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person

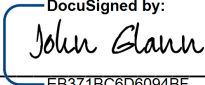
who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

THE FIRST RESPONSE GROUP
LLC

By:  _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: Philip D. white
(Printed)

Title: Purchasing Agent

Title: Principal

Date: 9/21/2017

Date: 8/18/2017

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

REVISED EXHIBIT B

PAYMENT TERMS

1. Except as expressly modified by this Exhibit B, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.
2. County will pay Contractor upon successful completion and acceptance of the following services listed below, within 30 days, upon receipt of invoice.

Description		Hourly Rate 10/01/15 – 09/30/16	Hourly Rate 10/01/16 – 09/30/17	Hourly Rate 10/01/17 – 09/30/18
a.	Training and Exercise Emergency Planning and Consulting Services			
b.	Professional services in support of the Bay Area Radiological Intake Center hosted by the Northern California Regional Intelligence Center	\$ 100.00	\$ 100.00	\$ 100.00

3. Invoices will be approved by the County, Sheriff's Office.
4. Total payment under the terms of this Agreement will not exceed the total amount of \$624,000. This cost includes all taxes and all other charges.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

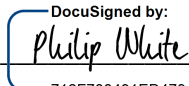
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Philip D. White

PRINCIPAL: Philip D. White TITLE: Owner

SIGNATURE:  DATE: 8/18/2017