**COUNTY OF ALAMEDA**

REQUEST FOR PROPOSAL No. 902182

**for**

Armed Security Guard Services

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| --- |
| **For complete information regarding this project, see** **Request for Proposal (RFP) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) **[**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**] or contact the County representative listed below.**  **Thank you for your interest!**  **Contact Person: Tarana Malmirchegini**  **Phone Number: (510) 208-9614**  **Email Address:** [**tarana.malmirchegini@acgov.org**](mailto:tarana.malmirchegini@acgov.org)  **General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**February 6, 2023**

through

**Alameda County, GSA-Procurement**

[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)

<https://ezsourcing.acgov.org/>

Description: Description: Description: branding.jpgAlameda County is committed to reducing environmental impacts across our entire supply chain. Please print only what you need, print double-sided, and use recycled-content paper if printing this document.

# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902182

Armed Security Guard Services

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **December 29, 2022** |
| **Networking/Bidders Conference** | **January 9, 2023 @ 10:30 a.m.**  Microsoft Teams meeting  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDMwYmJkZWQtMDMyNi00MjgwLTk4OTItZTFmNDU1MjI2ODc0%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22df7a4970-3e39-4a40-a6aa-6aa9b34ea9e5%22%7d)  Meeting ID: 284 131 373 101  Passcode: hvrjNW  [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)  Call In: [+1 415-915-3950](tel:+14159153950,,457463063# )  Phone Conference ID: 457 463 063# |
| **Written Questions Due via Email:**  [**tarana.malmirchegini@acgov.org**](mailto:tarana.malmirchegini@acgov.org) | **January 10, 2023 by 5:00 p.m.** |
| **List of Attendees** | **January 11, 2023, 2022** |
| **Questions & Answers Issued** | **January 25, 2023** |
| **Addendum Issued** [only if necessary to amend RFP] | **January 25, 2023** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **February 6, 2023 by 2:00 p.m.** |
| **Evaluation Period** | **February 6, 2023 – March 6, 2023** |
| **Optional Vendor Interviews** | **Week of February 27, 2023** |
| **Notice of Intent to Award Issued** | **March 16, 2023** |
| **Board Consideration Award Date** | **May 2, 2023** |
| **Contract Start Date** | **July 1, 2023** |

***NOTE: All dates are tentative and subject to change.***

|  |  |
| --- | --- |
| ***Alameda County Vendor Outreach*** | |
| Wednesday, January 4, 2023  10:30 a.m. – 11:30 a.m.  ***TO ATTEND ONLINE:***  [**Vendor Outreach**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)  Call-in: +1 415-915-3950  Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S***  ***PROCUREMENT TEAM!***  This public event is not specific to any RFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County.  These are usually conducted on Wednesdays. Dates and locations can be confirmed by checking at  [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/)  [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>] |

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902182

SPECIFICATIONS, TERMS & CONDITIONS

for

ARMED SECURITY GUARD SERVICES

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# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe armed security guard services being requested by the County.

The County intends to award a three-year contract (with the option to renew for two years) to the Bidder(s) selected as the most responsible Bidder(s) whose response conforms to the RFP and meets the County’s requirements.

## SCOPE/BACKGROUND

Alameda County Probation Department (ACPD) has approximately 600 staff members. There are four primary divisions within the department: Juvenile Facilities, Juvenile Services, Adult Services, and Administration. The department operates two juvenile facilities (Juvenile Hall and Camp Wilmont Sweeney). As a team of talented and committed professionals, the employees of the Alameda County Probation Department—in partnership with the County Board of Supervisors, the County Administrator, our community, and government partners—remain committed to serving the people of Alameda County at the highest level of excellence and professionalism.

In February 2013, ACPD acquired a weapons screening station, requiring armed security guard services located at the main entrance of its facilities to screen all visitors. The primary functions of the armed security guards include, but are not limited to, the following: to operate the weapons screening stations and use hand wands as prompted by the walk-through metal detectors to ensure that no weapons or contraband are brought into the Probation facilities; observe and report any unusual or suspicious activities; and respond to emergencies or other disturbances that occur at or on ACPD property.

The General Services Agency (GSA) provides maintenance, operation, and support services for over 121 Alameda County-owned facilities. Examples of these facilities include offices, courts, detention facilities, veterans’ buildings, clinic buildings, firing ranges, parking structures, training facilities, and fuel storage tanks. GSA provides security guards to various County-owned facilities. As part of ongoing security improvement efforts, GSA requires armed security guard services at the 1401 Lakeside facility in Oakland.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
       1. Bidder must be regularly and continuously engaged in the business of providing armed security guard services for a minimum of 2 years of experience as verified through references or other documentation provided.
       2. An owner, partner, or corporate officer must possess a current Private Patrol Operator (PPO) License from the State of California Department of Consumer Affairs.
          1. The County reserves the right to contact the Department of Consumer Affairs to confirm possession of a current license and to check for any complaints on file. Proof of certifications must be included in the Bid response.
       3. In addition to the PPO License, Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP (for example the PPO License stated above)—including any Addendum—Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

## REQUIRED POST SITES AND HOURS

Contractor must provide armed security guard services at the following locations and times:

1. Site #1: 400 Broadway, Oakland, CA
   1. Primary Shift: 8:15 a.m. – 5:15 p.m. (Monday through Friday)
   2. Secondary Shift: 5:15 p.m. – 7:00 p.m. (Monday through Friday)
2. Site #2: 24085 Amador Street, Hayward, CA
   1. Primary Shift: 8:15 a.m. – 5:15 p.m. (Monday through Friday)
   2. Secondary Shift: 5:15 p.m. – 7:00 p.m. (Monday through Friday)
3. Site #3: 1401 Lakeside Drive, Oakland, CA
   1. Primary Shift: 6:15 a.m. – 3:15 p.m. (Monday through Friday)
   2. Secondary Shift: 3:15 p.m. – 7:45 p.m. (Monday through Friday)
4. For 400 Broadway primary shifts, the Contractor must have three guards on post for the entire duration of the shift. For 24085 Amador St. primary shifts, the Contractor shall have two guards on post for the entire duration of the shift.For 1401 Lakeside Dr. primary shifts, the Contractor shall have one guard on post for the entire duration of the shift.
5. For all secondary shifts, Contractor must have one guard on post for the entire duration of the shift.
6. Contractor is responsible for ensuring guards receive rest and meal breaks as required under California law.
   1. Contractor must provide a “relief” armed security guard to cover rest and meal breaks.
7. In the event an armed security guard is unable to perform his/her duties during a shift due to illness, injury, or any other reason, the Contractor must provide a replacement armed security guard within one hour from the time the post is vacated.
8. Contractor must assign armed security guards to County sites for a period of at least 30 days before rotating to another site.
9. The County reserves its right to add, modify, or delete service sites, times, and/or shift hours at its sole discretion.  
   1. Contractor must service any additional sites at the same rates negotiated in the Agreement resulting from this RFP.

## SPECIFIC REQUIREMENTS

* 1. General Requirements
     1. In case of an emergency or unusual event, all employees of Contractor on a County site must be subject to the direction of the Facility Manager, first available onsite Manager, or other County staff.
     2. Contractor must have an Armed Guard Policy and Procedures manual and submit a copy to the County within 14 days of the contract start date.
  2. Contractor Staffing/Personnel Requirements.

Due to the high visibility of the armed security guard position, Contractor must ensure the following stability in the security force posted:

* + 1. Contractor must fully staff and assign qualified personnel to County sites in an organized and efficient manner on the contract start date.
    2. Prior to the contract start date, Contractor must have a pool of assignable armed security guards that must include, at minimum, the following nine individual armed security guards:
       1. At least three (3) armed security guards assigned to the primary shift at 400 Broadway;
       2. At least two (2) armed security guards assigned to the primary shift at 24085 Amador Street;
       3. At least one (1) armed security guard assigned to the secondary shift at 400 Broadway;
       4. At least one (1) armed security guard assigned to the secondary shift at 24085 Amador Street;
       5. At least one (1) armed security guard assigned to the primary shift at 1401 Lakeside Drive; and
       6. At least one (1) armed security guard assigned to the secondary shift at 1401 Lakeside Drive.
       7. At least one-armed security guard Supervisor that can provide “relief” to the primary shift guards.
          1. This armed security guard Supervisor must also be available to provide coverage as needed.
          2. In addition to rover/breaker/relief duties, the armed security guard Supervisor must provide the following supervisorial duties: perform site and guard inspections, oversight, training, and management.
          3. The armed security guard Supervisor must provide site checks and supervision five days per week.
       8. In addition to the nine individual guards described above, the Contractor must designate, train, and maintain additional armed security guards that can be re-assigned as back-up and/or replacement personnel.
       9. Contractor must also maintain and have three-armed supervisors on staff Monday through Friday from 8:00 a.m. – 5:00 p.m. that can be dispatched to either site within one hour or less notice in the event a post becomes open and/or a replacement officer is required.
    3. All armed security guards in the pool and/or assigned to a post must meet all the training and certification requirements, perform all responsibilities, and conduct themselves accordingly as specified in this RFP, any resulting Agreement, and/or the County’s post order.
    4. Contractor must assign armed security guards who can clearly and effectively communicate both verbally and in writing using the English language.
    5. Contractor must assign armed security guards to the County that have a minimum of four years’ experience working as an armed security guard, sworn law enforcement officer, or military police officer.
    6. Contractor must assign armed security guards that possess and maintain through the life of this contract a current “Guard Card” and a State of California firearm permit to legally carry a gun while on duty.
       1. Prior to contract award, guard cards and firearm permits for all proposed staff must be submitted to the County.
    7. Contractor must perform a thorough criminal background check on all armed security guards assigned to the County to ensure that no guard has a criminal record.
       1. All armed security guards assigned to the County must pass and maintain, to the satisfaction of the County, a criminal background check.
          1. Contractor must ensure all armed security guards assigned to the County maintain a clean background for the entire term of the contract.
          2. Contractor must notify the County immediately of any offense that would cause an armed security guard to fail his/her background check.
       2. In addition to criminal background checks, Contractor must also conduct, at minimum, the following background checks: past three-years of employment history, State of California Bureau of Security Investigative Services (BSIS) issued licensing, and (as necessary) driver's license background checks prior to the start of employment and training.
       3. A copy of the written verification that the armed security guard has passed the Contractor’s background checks must be provided to and approved by the ACPD’s Facility Manager/GSA staff prior to assignment at the facility, including those for replacement personnel.
       4. Such documentation and verification are an ongoing requirement for all replacement staff of the Contractor.
       5. Contractor must conduct updated annual background checks once a year to ensure the employee's record has not changed.
    8. Contractor must have and maintain a zero-tolerance policy in regard to drug use (regardless of medical condition). All security guard personnel must be required to successfully pass a drug screening exam at time of employment AND sign a waiver agreeing to random test and/or on-site drug screening upon any incident involving an officer (when warranted).
    9. Contractor must notify the County immediately of any condition or situation that would prevent or impair an armed security guard from adequately doing his/her job when assigned to the County.
    10. Contractor must notify the County of any staffing changes two hours in advance or as soon as it is known.
    11. Contractor must ensure that all armed security guards are at their assigned post at the beginning and end of any shift.
        1. Contractor must notify the County immediately (within 15 minutes or less) of any guard that is missing from or will be late to their assigned post/shift.
    12. The Contractor agrees that personnel assigned to the County must be mutually acceptable to the County and the Contractor.
    13. At the sole discretion of the County, the Contractor agrees that the County has the right to decline the Contractor’s placement of armed security guards whom the County may deem to be unsuitable for the assignment.
  1. Armed Security Guard Training and Certification
     1. Contractor must ensure and verify that armed security guards assigned to the County must have completed the required mandatory 40-hour skills training course and elective eight-hour Certification Course in Firearms Training as regulated by the State of California Bureau of Security and Investigative Services (BSIS), Division 7 of Title 16 of the California Code of Regulations, Article 9, Skills Training Course for Security Guards (<https://www.bsis.ca.gov/about_us/laws/bsis_regulations.pdf>).
     2. Contractor must provide written proof to the ACPD Facility Manager or designee and GSA staff of an armed security guard’s certificate of completion (or evidence of completion of the required hours as set forth in the above paragraph) of the mandatory and elective training administered by a private patrol operator or by a certified training facility.
     3. Prior to assignment, all armed security guards must undergo training on how to operate the weapons screening stations and hand wands provided by the County.
        1. The initial training must be arranged by the County.
        2. Subsequent training must be conducted by the Contractor for any security guard staff assigned to the post.
     4. In addition to BSIS mandatory (8) hour annual instructional training and Firearm re-qualifying requirements, all Contractor personnel, including Supervisors assigned to this contract, must be required to go through the following additional training:
        1. An additional four-hour classroom instructional training annually on Active Shooter, De-escalation, Public relations/customer relations, and Emergency evacuation;
        2. A two-hour annual on-site training / Post Order refresher;
        3. A two-hour gun range firearm training at least once a year; and
        4. A weapons screening training is required before onboarding new armed security officers.

After the Contractor has Supervisors or staff trained, they will provide internal training to new staff. If the awarded Contractor is the incumbent and is already trained, then they will be responsible for providing training to their own staff.

* + 1. The County has a subscriber agreement with the California Law Enforcement Telecommunications System (CLETS) to ensure any private contractor or vendor doing business with the County meets the background, training, and certification requirements. This training is to ensure continued compliance with Section 15165 of the Government Code as mandated by the California Department of Justice (CA DOJ) and the Federal Bureau of Investigation (FBI). In order to meet this requirement:

1. The County must register the Contractor with the Criminal Justice Information Systems (CJIS), CLETS.
2. Contractor must designate a staff member (e.g., Supervisor/Liaison Officer) to be responsible for managing the online training and testing for all Contractor staff.
3. All armed security guards assigned to the County, as well as the Supervisor/Liaison Officer, must pass the CLETS certification requirements and other DOJ requirements within 14 calendar days of assignment to the County.
   1. Uniforms and Equipment
      1. Armed security guards are to be dressed in appropriate uniforms that comply with the “name and patch” requirements of the [State of California Department of Consumer Affairs *Bureau of Security and Investigative Services*](https://www.bsis.ca.gov/industries/app_bpci.shtml).
         1. Uniforms should be standardized.
         2. Uniforms are to be neat, clean, pressed, and lint free.
         3. Uniforms are to include dress or leather work shoes that are clean, in good repair and color coordinated with the uniform. NO tennis or athletic shoes are permitted.
      2. Armed security guards must be easily identifiable as non-County employees and are to wear, at all times, a company name badge or patch and a name plate securely fastened and worn in full view to be seen at a minimum view of three feet.
      3. Under no circumstances are armed security guards to be out of uniform while on duty and/or on-site.
      4. Armed security guards are required to wear body armor, carry a handgun, and possess handcuffs.
         1. Contractor must be responsible for ensuring guards meet all equipment requirements and are fully-equipped while on duty.
         2. Contractor must ensure all equipment is in good working order, condition, and suitable for use.
         3. Handguns and ammunition must only be in the following calibers: 9mm (millimeter); .40 S&W (Smith & Wesson), or .45 ACP (Automatic Colt Pistol).
         4. Only defensive ammunition will be used (e.g., no Full Metal Jacket or ball ammunition).
         5. Body armor rating must be at minimum National Institute of Justice (NIJ) Level IIIA, unless otherwise approved by the County.
         6. Armed security guards must carry a less lethal defensive tool as well (e.g., batons, pepper spray, etc.).
   2. Armed Security Guard Responsibilities

The primary responsibilities and functions of the armed security guards must include, but are not limited to, the following:

* + 1. Check all County employees and/or law enforcement officers for identification.
       1. County employees and/or law enforcement officers whose identification has been verified are not subject to weapon screening stations or hand wands.
    2. Always treat Probation clients, the public, and Probation officers with respect; always address Probation Officers by last name.
    3. Operate the weapons screening stations and use hand wands as prompted by the walk-through metal detectors to ensure that no weapons or contraband are brought into the ACPD facilities.
    4. Inspect all items placed in trays.
    5. Inspect contents of every purse, handbag, backpack, carry bags, etc. to ensure no weapons and/or contraband are allowed into the facilities.
    6. Observe and report any unusual or suspicious activities.
    7. Respond to emergencies or other disturbances that occur at or on County property.
       1. Communicate with first responders who arrive at the building in the event of an emergency.
    8. Maintain a high level of visibility at all times as a deterrent.
    9. Remain in their assigned post unless otherwise directed by County staff.
    10. Interact with all clients and visitors in a respectful, courteous, and dignified manner.
    11. Greet the public, answer simple/basic questions, and notify departments of visitors.
    12. Have visitors sign in and out on the daily Visitors Log, and issue visitor badges, as required.
    13. Greet and question unescorted visitors who may be in unauthorized areas.
    14. Perform a sweep of each floor, stairwell, and public restrooms at the beginning and end of each post shift to deter loitering and ensure all visitors or clients have exited the building by or before close of business.
        1. If a secondary shift is required, sweeps must be performed at the beginning and end of the primary shift, and at the end of the secondary shift.
    15. Secure all doors and access points around the perimeter of the building at the beginning and end of each post shift at 1401 Lakeside Drive, Oakland, CA; 400 Broadway, Oakland, CA; and as requested at 24085 Amador Street, Hayward, CA. This includes locking and unlocking public entrances at the beginning and end of each shift at locations where applicable.
        1. If a secondary shift is required, securing of doors and access points must be performed at the beginning and end of the primary shift, and at the end of the secondary shift.
    16. Report any elevator malfunctions or fire panel alarms to building Facility Manager(s).
    17. Observe and enforce the County’s “No Smoking” rule which currently states, “No Smoking Within 25 feet of Entryways.”
    18. Inform relief armed security guards of any special situations or instructions prior to vacating the post.
    19. Refrain from using personal cell phones or other devices to take photos or recordings while on duty or while at or on County property
        1. Recordings of any kind (photo, audio, or video recordings) and/or the posting of any recorded material on social media are strictly prohibited.
    20. Limit telephone calls and cell phone use to business or personal emergencies.
    21. Screen visitors, make contact with the person to be visited or the department receptionist, and announce that a visitor is waiting in the lobby.
        1. Generally, the armed security guard must not escort the visitor to the employee’s office but must direct the visitor to the proper location.
    22. Prevent journalists from proceeding into unauthorized areas.
        1. Contact the Chief Probation Officer or designee, or GSA staff immediately to report the media’s presence in the building.
        2. Recognize that journalists have a right to request entrance to a public building.
        3. Disallow journalists from disrupting or interfering with work in progress or forcing an interview with clients or County employees who do not wish to provide statements.
    23. Assist County employees with defusing arguments or disturbances with the public, whether it is inside or outside the County office.
        1. Threatening situations must be reported immediately to local authorities by calling 9-1-1, the Officer of the Day (OD) or the first available supervisor, and the Facility Manager.
    24. At the County's request and instruction, assist with a difficult client or escort individuals to their vehicles.
        1. Armed security guards who are authorized to leave their post for such tasks must comply with requests for assistance unless compliance would significantly lower the level of security required within the facility.
    25. At the County’s request and instruction, deny access to specific individuals who have been deemed potentially violent (e.g., a former employee, family member, or client who may have threatened a County employee or has displayed a potential for violent or disruptive behavior).
        1. Armed security guards must notify the local authorities immediately by calling 9-1-1 if the individual exhibits behavior that could be violent or disruptive.
    26. Enforce the rule forbidding weapons and/or contraband from being brought into County buildings. Weapons and/or contraband are not allowed onsite at County facilities (with the exception of weapons worn by armed security guards as required under this RFP, the County's post order and Response, Sheriff’s Deputies/personnel, other law enforcement officers, Probation Officers, Welfare Investigators, and/or any other individuals approved by ACPD or GSA as appropriate.
        1. If contraband or weapons are discovered during a search or screening for weapons, those items must be confiscated by the armed security guard. If on the conveyor belt inside the weapons screening machine, the item should remain inside the machine outside of an individual's reach.
        2. The armed security guard must contact the Officer of the Day or the first available Unit Supervisor. Once one of these individuals are available, the conveyor belt can be re-engaged to further inspect the items.
        3. When the suspect is turned over to the peace officer, the armed security guard must notify the peace officer of the discovered item.
    27. Notify the ACPD Facility Manager, GSA staff, Directors, first available Unit Supervisor, or Office of the Day of anything suspicious or out of place that has been observed. If a suspicious object is located, the armed security guard must take the following additional precautions:
        1. Do not touch, move, or disturb the object;
        2. Do not allow suspicious packages or objects to be left unattended at any time in the lobby of the building or near the post;
        3. Do not use a pager, radio, or cellular phone near the suspicious object, since these may detonate some explosive devices.
           1. Exercise caution and advise others not to use pagers, radios, or cellular phones near the facility;
        4. Get a detailed description of the object, including but not limited to the shape, size, height, width, color, and any visible markings;
        5. Note the exact location of the object including, but not limited to, the floor number, room number, and location within the room;
        6. If requested by the Facility Manager, another County manager, the 9-1-1 operator, and/or the local authorities, begin clearing all persons from the immediate vicinity in a safe and orderly manner, keep area secure, and deny re-entry to unauthorized and/or non-emergency personnel.
        7. In the event of a bomb threat, the security guard must gather as much information as possible (such as time, names, location, statements from witnesses, etc.) and convey this information immediately to local authorities via 9-1-1, the Officer of the Day or first available Unit Supervisor, and the Facility Manager. If evacuation is ordered, the armed security guard(s) must assist with the evacuation of all building occupants in an orderly and safe manner.
    28. All armed security guards (including supervisors, backups, and alternates) assigned to the contract will be cross trained on the duties and functions at both facilities to ensure they are familiar with the site(s) and can deliver the services needed whenever called upon.
  1. Armed security guards and other agents or representatives of Contractor must NOT:
     1. Leave any post unattended at any time unless otherwise directed by County staff and so long as the request does not significantly lower the level of security required within the facility.
     2. Lock or unlock public entrances outside of duty hours unless authorized by ACPD Facility Manager, GSA Staff, Directors, first available Unit Supervisor, or Office of the Day.
     3. Sit or rest feet on desks, cabinets, tables, drawers, etc.
     4. Possess or use alcohol, marijuana, or illegal substances on the job. Security guards under the influence of alcohol, marijuana, or illegal substances while on duty will be promptly dismissed and guard will not be reassigned to any other County facility.
     5. Engage in excessive fraternizing, agitate clients, or conduct themselves in a manner or engage in activities that results in a complaint.
     6. Converse privately with acquaintances or personal visitors while on duty.
        1. Armed security guards will utilize their breaks and lunch periods for such interactions.
     7. Read books, magazines, or newspapers while on duty.
     8. Accept any gifts or gratuities from County staff, clients, or visitors.
     9. Occupy their personal vehicles while on duty.
     10. Engage in any other activity that would disrupt and/or distract guards from their primary duties.
     11. Multiple complaints against a security guard with or without confirmation of extenuating circumstances will be grounds for discharge. Rude or offensive behavior toward clients, visitors, or County staff will not be tolerated. Willful disregard of orders from the Security Guard Agency or County Management personnel will be cause for removal from duties.
  2. Supervisor/Liaison Officer
     1. Contractor must designate a permanent member(s) of its management staff, **at no additional cost to the County**, to act as a Supervisor/Liaison Officer(s) between the County and the Contractor’s armed security guards.
     2. Contractor must provide the name, telephone number, pager or cell phone number, facsimile number, email address, and office address of the designated security Supervisor/Liaison Officer(s) to ACPD’s Facility Manager and GSA staff for the site location.
     3. Contractor must provide updated information to the Probation Department’s Facility Manager and GSA staff for all replacement Supervisor/Liaison Officer(s) for the duration of the contract.
     4. The Supervisor/Liaison Officer(s) must be available on an on-call basis via pager or cell phone to the armed security guards and designated County staff.
     5. The Supervisor/Liaison Officer(s) must be centrally located to the County’s offices in order to supervise and monitor the armed security guards and to ensure satisfactory performance of contracted services.
     6. The Supervisor/Liaison Officer(s) responsibilities include, but are not limited to, the following:
        1. Working with designated County management personnel or building staff to ensure a high standard of courteous and professional security service which is sensitive to the needs of the Probation staff, GSA staff, clients, and visitors.
        2. Supervising the armed security guards at the posts within the facility; be available for frequent on-site supervision, at a minimum of once per week.
        3. Familiarizing each armed security guard with the County internal communication system and any other County policies that affect the public.
           1. This information will be provided by the County to the Contractor upon contract award.
        4. Developing or reviewing written standing Post Orders with an emphasis on the needs of the County and as specified by County management staff.
           1. Written Post Orders for the Probation location assignment must be completed and approved by the Supervisor/Liaison Officer(s) and the County within 15 business days after the contract start date.
           2. Written Post Orders for the Lakeside location assignment must be completed and approved by the Supervisor/Liaison Officer(s) and the County within 10 business days after the contract start date.
        5. Reviewing Post Orders for revisions and updates with the Facility Manager and GSA staff at least twice a year at agreed upon dates each year.
           1. Contractor will re-issue newly revised Post Orders within one month of completion and will review the changes with each armed security guard (including new hires, replacements, and substitute security staff during vacations and sick leave).
        6. Responding within two hours or less to requests from County management staff for follow-up with appropriate action and/or recommendations on any incidents or complaints involving security guards employed by the Contractor(s).
        7. Keeping County management staff apprised of security issues which affect the safety of the staff, employees, and visitors, and make appropriate recommendations for improvement.
        8. Investigating all complaints received about the security guard(s), report findings, and inform County facility or management staff of remedial action(s) taken.
        9. Ensuring that incident reports and other written documentation requested are forwarded to the appropriate County management within the time specified.
  3. General Conduct for Contractor and its Employees
     1. Contractor staff members—which includes, but not limited to, armed security guards, supervisor/liaison(s) officers, principals, account managers, and executive management—must do the following:
        1. Conduct and hold themselves to the highest level of professionalism at all times while on County premises during post hours.
        2. Adhere to no-smoking ordinances, the County’s drug-free workplace policy, not using alcoholic beverages, and courteous treatment of employees, clients, and visitors.
        3. Not use cameras, camera phones, computers, tablets, and/or comparable devices while on post or on County premises.
           1. Recordings of any kind, including photos, audio, and/or video recordings, are strictly prohibited.
           2. The Alameda County Probation, General Services Agency, and/or other County Offices must not be the subject posted on any social media sites.
     2. The County has the right, at its sole discretion, to dismiss any Contractor employee who does not properly conduct himself/herself or perform quality work.
  4. County Holidays

Contractor will not be responsible for providing armed security guard services during the following [County designated holidays](http://www.acgov.org/government/holidays.htm):

* + 1. New Year’s Day
    2. Martin Luther King, Jr.’s Birthday
    3. Lincoln’s Birthday
    4. Washington’s Birthday
    5. Memorial Day
    6. Independence Day
    7. Labor Day
    8. Veterans Day
    9. Thanksgiving
    10. Day after Thanksgiving
    11. Christmas

## DELIVERABLES / REPORTS

1. Monthly Report

Contractor must provide electronic copies of the number of weapons/and other prohibited items confiscated to ACPD management on a monthly basis and upon request by the County.

1. Daily Activity Report
   1. Contractor must require armed security guard to maintain a Daily Activity Report (DAR) of all activities during each shift. The Contractor will provide electronic copies of these reports, or a summary of the activities, to ACPD management and GSA staff on a monthly basis and upon request by the County.
2. Incident Reports
   * + - 1. For any incident occurring during a post assignment, the armed security guard must be required, under their own accord and volition, to complete the County’s Incident Report Form and submit it to ACPD’s Facility Manager or designee and GSA staff **within 24 hours of the incident** (Contractor may use its own Incident Report Form subject to the approval of ACPD’s Facility Manager and GSA staff).
         2. Incident reports are to be completed for events including but not limited to the following:
3. The guard witnesses a crime or other type of unusual or suspicious activity;
4. An arrest is made;
5. Building staff or personnel specifically requested security assistance or intervention;
6. Any person refuses or is unwilling to comply with a reasonable request or direction given by the security guard;
7. Any and all injuries, regardless of whether or not medical attention was required;
8. Verbal and/or physical assaults;
9. Seizure;
10. Loss of consciousness; and
11. Death.
    * + - 1. Incident reports must be in English and are to be clear, concise, factual, well-written, and free of discrepancies. Reports must be vetted by the Contractor’s management prior to submission to the County. Reports are to be printed or typewritten and are to include the following information:
12. Name(s) of the person(s) involved in the incident;
13. Location of the incident;
14. Exact time and date of the occurrence;
15. Description of the event(s);
16. List of any injuries incurred and by whom; and
17. Emergency services or other agencies called. These types of incidents must include, but not be limited to the following situations:

Any damage occurring on or near County property;

Any theft or burglary, attempted or otherwise, occurring inside or outside of the County facility;

Police or other law enforcement activities on or near the County’s property;

Fire Department activities on or near the County’s property; and

Any incident involving a weapon, including incidents requiring the use or display of the security guard’s firearm other than normal visibly holstered status.

1. Other Reports

Contractor must establish two separate accounts for ACPD and GSA. The County must receive a monthly statement for armed security guard services to include the following information:

* + - * 1. Itemization and summary of the amount due, date, location, department name, and Purchase Order number; and
        2. All unpaid invoices, payments received, and credits issued for the location.
        3. Contractor must keep a daily attendance log for all armed security guards assigned to ACPD and GSA along with a weekly summation of all hours worked and must be able to provide this documentation upon request from the department.
        4. Contractor must maintain an internal, self-correcting mechanism to minimize negligence of duty by the armed security guards assigned to County facilities.

## BIDDERS CONFERENCE(S)/VENDOR OUTREACH

* + 1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

Microsoft Teams meeting

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDMwYmJkZWQtMDMyNi00MjgwLTk4OTItZTFmNDU1MjI2ODc0%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22df7a4970-3e39-4a40-a6aa-6aa9b34ea9e5%22%7d)

Meeting ID: 284 131 373 101   
Passcode: hvrjNW

[Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)

Call In: [+1 415-915-3950](tel:+14159153950,,457463063# )

Phone Conference ID: 457 463 063#

* + 1. Vendor Outreach is usually conducted on Wednesdays at [**Vendor Outreach Link**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>].
    2. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
    3. Bidders Conference(s) will be held to:

Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.

Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.

Provide the County with an opportunity to receive feedback related to this RFP.

* + 1. The Bidders Conference(s) Attendees List will be released in a separate document.
    2. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
    3. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Tarana Malmirchegini, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: [tarana.malmirchegini@acgov.org](mailto:tarana.malmirchegini@acgov.org)

* + 1. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC).  The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.**  Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process:** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, and optional vendor interview. The five Bidders receiving the highest preliminary scores and with at least 200 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders’ proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score**. The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
    1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
    2. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s) as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
13. The zero to five-point scale range is defined as follows:

|  |  |  |
| --- | --- | --- |
| 0 | Not Acceptable | Non-responsive, fails to meet RFP specification. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal. |
| 1 | Poor | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP. |
| 2 | Fair | Has a reasonable probability of success; however, some objectives may not be met. |
| 3 | Average | Acceptable and likely to achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC members. |
| 4 | Above Average / Good | Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations. |
| 5 | Excellent / Exceptional | Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications. |

1. The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**  Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder. | Pass/Fail |
|  | **Debarment and Suspension:**  Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at [www.sam.gov/SAM](http://www.sam.gov/SAM). | Pass/Fail |
|  | **Cost:**  The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder’s total proposed cost.  Cost evaluation points may be adjusted by considering:   1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder’s effort to meet requirements and objectives?). 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?). | 20 Points |
|  | **Relevant Experience:**  Proposals will be evaluated, including considering the RFP specifications and the questions below:   1. How much experience does the Bidder have with similar projects? 2. Do the individuals assigned to the project have experience on similar projects? 3. How extensive is the applicable education and experience of the personnel designated to work on the project? | 20 Points |
|  | **References (See Exhibit A – Bid Response Packet)** | 5 Points |
|  | **Understanding of the Project:**  Proposals will be evaluated considering the RFP specifications and the questions below:   1. Has/How well has the Bidder demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Bidder identified pertinent issues and potential problems related to the project? 3. Has/How well has the Bidder demonstrated that it understands the deliverables the County expects it to provide? 4. Has/How well has the Bidder demonstrated that it understands the County’s schedule and can meet it? | 25 Points |
|  | **Description of Proposed Services:**  Proposals will be evaluated considering the RFP specifications and the questions below:   1. Does the description of proposed services depict a logical approach to fulfilling the requirements of the RFP? 2. Does the description of proposed services match and contribute to achieving the objectives set out in the RFP? 3. Does the description of proposed interface with the County’s schedule? 4. How well does the Bidder address how sites will be adequately staffed during post hours, as well as during rest and meal breaks? 5. How well does the Bidder outline its plan to ensure adequate pool of personnel will be available to the County at all times without any lapse in coverage? 6. What and how adequate are the Bidder’s hiring and ongoing screening practices for armed security guards? 7. How well does the Bidder outline its plan to train assigned personnel as required in the RFP? 8. How well does the Bidder identify and plan for mitigation of risks which Bidder believes may adversely affect the County? 9. What are the Bidders compensation and retention plans for their guards? | 30 Points |
|  | **Optional Vendor Interview**  Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview. | Vendor Interview may be used to revise / inform scores of criteria above |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE** | | |
|  | ***Local* Preference:** Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |
|  | ***Small and Local or Emerging* and *Local* Preference**: Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |

## CONTRACT EVALUATION AND ASSESSMENT

* + 1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
    2. The County reserves the right to determine, at its sole discretion, whether:

The Contractor has complied with all terms of this RFP and the contract; and

Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.

* + 1. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must be responsible for returning County facilities to their original state at no charge to the County.  The County will have the right to invite the next qualified Bidder(s) to enter into a contract.  The County also reserves the right to rebid this project if it is determined to be in its best interest to do so. The County’s right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

The Notice of Intent to Award/Non-Award will provide the following information:

The name(s) of the Bidder(s) being recommended for contract award; and

The names of all other parties that submitted proposals.

* + 1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## Bid Protest / Appeals Process

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

* + 1. Any bid protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA–Office of Acquisition Policy

ATTN: Contract Compliance Officer

1401 Lakeside Drive, 10th Floor, Oakland, CA 94612

Email: [GSA-BidProtests@acgov.org](mailto:GSA-BidProtests@acgov.org)

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

The bid protest must contain a complete statement of the reasons and facts for the protest.

The protest must refer to the specific portions of all documents that form the basis for the protest.

The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.

The Contract Specialist will send a notification to Bidders if a protest is received.

* + 1. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.  
         
       A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/Non-Award will stand.
    2. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: [OCCR@acgov.org](mailto:OCCR@acgov.org), unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.

The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.

In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.

The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.

The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.

The finding of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller’s OCCR will be furnished to the protestor.

The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.

* + 1. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder’s failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The contract term, which may be awarded pursuant to this RFP, will be three years.
    2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two-year.
    3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

## BRAND NAMES AND APPROVED EQUIVALENTS

* + 1. Any references in this RFP, including Addendum and other documents, to manufacturers’ trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:

Clearly describe the alternate offered and indicate how it differs from the product specified; and

Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.

* + 1. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
    2. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

## QUANTITIES

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

## PRICING

* + 1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
    2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
    3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
    4. All prices quoted must be in United States dollars.
    5. Price quotes must include any and all payment incentives available to the County.
    6. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
    7. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

## AWARD

* + 1. Most Responsive and Responsible Bidder(s)
       1. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
       2. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
       3. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
    2. Small Local Emerging Business (SLEB) Program

1. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.
2. As a result of the County’s commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County’s Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
3. [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
4. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
5. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 561612.
6. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
7. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
8. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over $25,000.
9. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.
   * 1. County Rights

The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.

Any bid proposals that contain false or misleading information may be disqualified by the County.

The County reserves the right to award to a single or multiple Contractors.

The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.

The County has the right to decline to award this contract or any part thereof for any reason.

* + 1. Procedures
       1. Board approval to award a contract is required.
       2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
       3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[<https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP>]

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

1. The RFP specifications, terms, conditions, Exhibits, RFP Addenda, and Bidder’s proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

## METHOD OF ORDERING

* + 1. A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.
    2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
    3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
    4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
    2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
    3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
    4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
    5. Contractor must utilize a standardized invoice format upon request.
    6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
    7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
    8. In the event the Contractor’s performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
    2. Contractor must also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
    3. Contractor must provide a dedicated, competent account manager who shall be responsible for the County account/contract and receive all orders. Contractor account manager shall be familiar with County requirements and standards and work with the County to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

* + 1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Any communication regarding this RFP with other County personnel may result in disqualification.
    2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
    3. Contact Information for this RFP:

Tarana Malmirchegini, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: [tarana.malmirchegini@acgov.org](mailto:tarana.malmirchegini@acgov.org)

Phone: (510) 208-9614

* + 1. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view the posting for this RFP and other current contracting opportunities.

## SUBMITTAL OF PROPOSALS

* + 1. Document Submittal

1. All proposal documents must be completed, successfully uploaded, and submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) shall not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.
2. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20MB or less.
3. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary.  The County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at [**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].
5. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
6. Bidders **must** submit pricing on the Excel Spreadsheet – Bid Form(s) in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
   * 1. Submissions Processes
        1. All costs required for the preparation and submission of a proposal shall be borne by the Bidder.
        2. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
        3. The final award information will be posted on the County’s “Contracting Opportunities” website.
        4. The County reserves the right to reject any proposal.
        5. All bid proposals shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
     2. Legal Requirements
        1. “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder”. (California Government Code Section 4552).
        2. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.
        3. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
        4. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* + 1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
    2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
    3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
    4. The following pages require confirmation, declaration, and /or a signature (?). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)as part of the Bidder’s proposal.

1. Exhibit A – Bid Response Packet, [Bidder Acceptance](#_BIDDER_INFORMATION)
2. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#_DEBARMENT_AND_SUSPENSION)
3. Exhibit A – Bid Response Packet, [Small Local Emerging Business (SLEB) Information Sheet](#_SMALL_LOCAL_EMERGING)
4. [Must be signed by Bidder](#Prime_Bidder_Signature)
5. [Must be signed by SLEB Partner](#Prime_Bidder_Signature) if subcontracting to a SLEB
   * 1. Each page of the Bid Response Packet must be submitted through the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked “N/A” or the bid proposal may be disqualified as incomplete.
     2. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
     3. Excel Bid Form must be submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)**.**
     4. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
     5. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications***form of the Bid Response Packet.
     6. Bidders must read all information and follow directions in the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) event.
     7. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
     8. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**

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Description automatically generated

### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

RFP No. 902182

Armed Security Guard Services

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| BIDDER INFORMATION |

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| --- | --- | --- | --- | --- | --- | --- | --- |
| Official Name of Bidder: | | |  | | | | |
| Street Address Line 1: | | |  | | | | |
| Street Address Line 2: | | |  | | | | |
| City: |  | | | State: |  | Zip Code: |  |
| Webpage: | |  | | | | | |

**Type of Entity / Organizational Structure (check one):**

Corporation  Joint Venture  Partnership

Limited Liability Partnership  Limited Liability Corporation  Sole Proprietor

Non-Profit / Church  Other:

|  |  |
| --- | --- |
| Jurisdiction of Organizational Structure: |  |
| Date of Organizational Structure: |  |
| Federal Tax Identification Number: |  |
| Alameda County Supplier Identification Number (if applicable): |  |
| DIR Contractor Registration Number (if applicable): |  |

**Primary Contact Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name / Title: |  | | |
| Telephone Number: |  | Alternate Number: |  |
| Email Address: |  | | |

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| BIDDER ACCEPTANCE |

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
   1. [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

1. [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

1. [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

1. [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

1. **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**

[<http://acgov.org/auditor/sleb/overview.htm>]

1. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

1. [**First Source**](http://acgov.org/auditor/sleb/sourceprogram.htm)

[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

1. [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm)

[<http://acgov.org/auditor/sleb/elation.htm>]

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
2. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
4. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented, or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
5. The undersigned acknowledges ***ONE*** of the following (please check only one box):

    Bidder is not local to Alameda County and is ineligible for any bid preference; **or**

    Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#SLEB)); **or**

    Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:

* Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
* Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.

1. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

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| **SIGNATURE:** ?  Name/Title of Authorized Signer:  Dated this  day of  20 |

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| DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER) |

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its principal, and any named and 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. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

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

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| --- |
| **BIDDER:**  **PRINCIPAL: TITLE:**  **SIGNATURE:** ? **DATE:** |

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| SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET |

**Instructions**: On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement.  The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be **valid** at the time of bid proposal submittal for SLEB primes and SLEB subcontractor(s).

* For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, [GSA.OAP@acgov.org](mailto:GSA.OAP@acgov.org).
* For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, [OCCR@acgov.org](mailto:OCCR@acgov.org), (510) 891-5500.

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| SLEB INFORMATION SHEET |

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form.

Bidders that are not certified SLEBS (for the definition of a SLEB, see[**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)**; [**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**])** are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of thebenefits of the partnership will be economical, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with[**Elation Systems**](http://www.elationsys.com/elationsys/)**; [**[**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**].**

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| **BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**  **SLEB BIDDER Business Name:**  **SLEB Certification #:       SLEB Certification Expiration Date:**  **NAICS Codes Included in Certification:** |

**OR**

|  |
| --- |
| **BIDDER IS NOT A CERTIFIED SLEB and will subcontract      % with the SLEB named below for the following goods/services:**  **SLEB Subcontractor Business Name:**  **SLEB Certification #:       SLEB Certification Expiration Date:**  **SLEB Certification Status:  Small /  Emerging**  **NAICS Codes Included in Certification:**  **SLEB Subcontractor Principal Name:**  **SLEB Subcontractor Principal Signature:** ? |

**Upon award, Bidder (the Prime Contractor) and** **all SLEB subcontractors** agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

**Bidder Printed Name/Title:**      

**Street Address: \_**     **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_**     **\_\_\_\_State\_**     **\_ Zip Code**      

**Bidder Signature: ? Date:**      

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| **BIDDER MINIMUM QUALIFICATIONS** |

**Instructions:** Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

* + 1. Bidder must be regularly and continuously engaged in the business of providing armed security guard services for a minimum of 2 years of experience as verified through references or other documentation provided.
    2. An owner, partner, or corporate officer must possess a current Private Patrol Operator (PPO) License from the State of California Department of Consumer Affairs.

1. The County reserves the right to contact the Department of Consumer Affairs to confirm possession of a current license and to check for any complaints on file. Proof of certifications must be included in the Bid response.
2. In addition to the PPO License, Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP (for example the PPO License stated above)—including any Addendum—Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

**Maximum Length: None**

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| BID FORM |

**Instructions**:Bidder must use the separate Excel Bid Form.

**COST MUST BE SUBMITTED AS REQUESTED ON THE EXCEL BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.**

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on Alameda County **Excel Bid Form** are for example only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bid pricing on all line items is required. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)**,** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

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| TABLE OF KEY PERSONNEL |

**Instructions**: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County, including collaborating partners.

To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

1. The person’s relationship with Bidder, including job title and years of employment with Bidder.
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
3. The person's role in connection with the RFP and any awarded contract.

If a Bidder collaborates with any other partners or subcontractors, the Bidder shall identify all key personnel, subcontractors, subcontractor qualifications, and how they plan to work together. Bidder shall identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.)

**Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.**

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| **DESCRIPTION OF PROPOSED SERVICES** |

**Instructions:** Bidder is to provide a **Description of Proposed Services**.

The *Description of Proposed Service* must describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in Section D (Required Post Sites and Hours, Section E (Specific Requirements) and Section F (Deliverables/Reports).

At a minimum, the Bidder must include the following details:

Describe how Bidder will meet the program’s desired overall goals, anticipated outcomes, measurable objectives, and critical tasks, including how key personnel will be responsible for achieving them.

Detail existing data collection infrastructure and demonstrate the ability to interface with County’s database(s) as described in the RFP and/or provide reporting data to the County for maximum efficiency.

Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFP.

Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the *Exceptions and Clarification* form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

**Maximum Length: 3 Pages**

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| **REFERENCES** |

**Instructions**: On the following page is the templates that Bidders are to use for providing references. Bidders are to provide a list of three references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five years.

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders’ bid proposals.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all the references provided in order to determine items such as Bidders’ years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

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| **REFERENCES** |

RFP No. 902182

Armed Security Guard Services

Bidder Name:

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | Email Address: |
| Services Provided / Date(s) of Service: | |

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | Email Address: |
| Services Provided / Date(s) of Service: | |

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | Email Address: |
| Services Provided / Date(s) of Service: | |

\*Use additional pages as necessary

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| EXCEPTIONS AND CLARIFICATIONS |

**Instructions**: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS; ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID PROPOSAL DISQUALIFICATION.**

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| --- | --- | --- | --- |
| **Reference to:** | | | **Description** |
| Page No.  EXAMPLE | Section | Item No. |  |
| **p. 23** | **D** | **1.c.** | ***Bidder takes exception to…*** |
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\*Use additional pages as necessary

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| INSURANCE REQUIREMENTS |

**Instructions**: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on a contract issued from this RFP:

see next page for county of alameda

minimum insurance requirements

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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| **TYPE OF INSURANCE COVERAGES** | | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**  Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)  Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**  All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)  Any Auto or Hired and Non-Owned Autos  Bodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**  As required by State of California | WC: Statutory Limits  EL: No less than $1,000,000 per accident for bodily injury or disease |
| **E** | **Endorsements and Conditions**: ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed on behalf of the GranteeGeneral liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.  1. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work. 2. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties. 3. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.  SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.  1. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:  * Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above. * Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.  1. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions. 2. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. | |

Certificate C-1 Page 1 of 1 Form 2001-1 (Rev. 03/31/20)