**COUNTY OF ALAMEDA**

REQUEST FOR PROPOSAL No. 902299

**for**

Inmate Commissary 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: Jacqueline Favela****Phone Number: (510) 208-9612****Email Address:** **Jacqueline.favela2@acgov.org****General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**December 8, 2023**

through

**Alameda County, GSA-Procurement**

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

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

Alameda 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. 902299

Inmate Commissary Services

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **October 30, 2023** |
| **Site Clearance Due (See Exhibit B) via email to:** **Jacqueline.Favela2@acgov.org** | **November 7, 2023 by 12:00 p.m.** |
| **Mandatory Networking/Bidders Conference and Site Walk** | **November 14, 2023 @ 10:00 a.m.****Santa Rita Jail – Training Classroom****5325 Broder Blvd****Dublin, CA 94568** |
| **Written Questions Due via Email:****Jacqueline.favela2@acgov.org** | **November 15, 2023 by 5:00 p.m.**  |
| **List of Attendees** | **November 16, 2023** |
| **Questions &Answers Issued** | **November 28, 2023** |
| **Addendum Issued** [only if necessary to amend RFP] | **November 28, 2023** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **December 8, 2023 by 2:00 p.m.**  |
| **Evaluation Period** | **December 8, 2023 – January 3, 2023** |
| **Optional Vendor Interviews** | **Week of December 18, 2023**  |
| **Notice of Intent to Award Issued** | **January 3, 2023** |
| **Board Consideration Award Date** | **January 23, 2024** |
| **Contract Start Date** | **February 1, 2024** |

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

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, November 1, 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: +1 415-915-3950Conference 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. 902299

SPECIFICATIONS, TERMS & CONDITIONS

for

Inmate Commissary Services

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# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe inmate commissary services at the Alameda County Sheriff’s Office (ACSO) – Santa Rita Jail (SRJ). The awarded contractor shall work cooperatively with ACSO and County staff for provisions of inmate commissary services.

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

## SCOPE AND BACKGROUND

ACSO Detention and Corrections is managed by the County Sheriff, who is primarily accountable for the care, custody, and control of inmates incarcerated at the SRJ – 5325 Broder Boulevard, Dublin, CA. The inmate daily population ranges from 1,600-2,500 and has a total capacity of 3,717. These numbers are constantly fluctuating and not guaranteed.

The ACSO has written policies and procedures to ensure inmates can purchase and receive food items, stationery, clothing, and hygiene products through an on-site commissary. Inmates are assigned to housing units according to a variety of classifications. Commissary items are sometimes restricted based on classification and disciplinary status. Members of the public may elect to purchase commissary items for friends and loved ones in lieu of placing funds on to the inmates’ trust account.

The Contractor must have mechanisms for inmates to have access to a wide variety of commissary items suitable for a detention setting.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
1. Bidder must be regularly and continuously engaged in the business of providing and administering commissary services in a jail or prison setting for the past five years anywhere in the United States of America, which must be clearly stated or demonstrated in the bid response.
	* 1. 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, 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.

## SPECIFIC REQUIREMENTS

* + 1. The Contractor shall provide inmate commissary services for County-approved products made available to inmates housed at the Santa Rita Jail. All items and services shall be provided at no cost to the County.
		2. The Contractor shall provide to the inmate population: food, clothing, beverages, personal hygiene products, stationery, and other products through the commissary.
		3. The Contractor will be responsible for commissary items that are delivered to the inmate housing units.
		4. Contractor must meet the twice-weekly delivery requirements for inmate commissary orders.
		5. The Contractor shall provide New Book Bags and Maintenance Kits to inmates at no cost to the county.
			1. New Book bags are provided to all inmates newly incarcerated and assigned to a housing unit and must include the following:
				1. One (1) short handle toothbrush, not to exceed 4 inches in length.
				2. Two (2) fluid ounces toothpaste.
				3. Four (4) fluid ounces body wash.
				4. One (1) short handle comb, not to exceed 5 inches in length.
				5. Two (2) single blade short handle disposable security razors, not to exceed 3 inches in length.
				6. The New Book bag shall be packaged in a sealed, clear, perforated poly bag.
			2. Maintenance Kits are provided to indigent inmates. Indigent inmates are considered inmates with less than $8.70 on their inmate account balance. Maintenance Kits shall not be provided when an online order has been received within the previous two weeks for an inmate. Request for Maintenance Kit shall be submitted at the same time as commissary orders and must include the following:
				1. Eight (8) fluid ounces body wash.
				2. One (1) short handle toothbrush, not to exceed 4 inches in length.
				3. Two (2) fluid ounces toothpaste.
				4. Two (2) single blade short handle disposable security razors not to exceed 3 inches in length.
				5. Four (4) fluid ounces of shaving gel.
				6. One (1) short handle comb, not to exceed 5 inches in length.
				7. Eight (8) fluid ounces of shampoo.
				8. One (1) short pencil, not to exceed 4 inches in length.
				9. Eight (8) sheets of writing paper. The minimum size of the writing paper shall be (5”x 8”).
				10. Four (4) postage paid stamped standard envelopes.
			3. Modifications to the quantity or content of items in the New Book bag or Maintenance Kit shall be at the sole direction and approval of the Sheriff’s Office.
			4. Whenever changes to the content in the New Book bag or Maintenance Kit are a direct result of any law, accreditation standard, or legislative act by the State of California, all costs shall be incurred by the Contractor.
			5. Whenever changes to the content in the New Book bag or Maintenance Kit are directed by the Contractor, all costs shall be incurred by the Contractor.
			6. Whenever changes to the content in the New Book bag or Maintenance Kit are directed by the County and not associated with Item 4, letter d, all costs shall be incurred by the County. Conclusion as to the cause of changes to the New Book bag or Maintenance Kit shall be at the sole discretion of the County.
			7. Inmates who are indigent and identified as being part of the Behavioral Health Program shall receive Maintenance Kits whenever directed by the ACSO. These inmates shall not be required to submit a Maintenance Kit order. These Maintenance Kits shall be at no cost to the County.
			8. The County shall have the right to redefine the account balance that qualifies an inmate as “indigent inmate” and to otherwise redefine the phrase “indigent inmate” at any time.
		6. Commissary Ordering: The services to be provided by the Contractor must include each of the following:
			1. Distribution:
				1. Deliver commissary orders to each housing unit, pre-bagged for delivery to individual inmates.
				2. Deliver commissary order to each inmate.
				3. Confirm identification of the inmate before providing the commissary order.
				4. Whenever requested by County or by the inmate, inventory commissary bag order to ensure all charged items have been delivered.

Items not delivered shall be indicated on a discrepancy form. The inmate shall immediately receive a copy of the discrepancy form.

Frequent or abusive requests for inventorying of commissary bags may cause the request to be denied by the County or Contractor.

* + - * 1. Inmate orders shall be clearly identified with an outward facing label. The label shall include the ordering inmate Name, Personal File Number, Housing Unit, and Pod. The label shall be a minimum of twenty (20) font and bold.
				2. Each inmate order shall contain a packing slip identifying ordering inmate Name, Personal File Number, Housing Unit, Pod, and contents of package.
			1. Ordering: Contractor shall provide the ability to order commissary items through the Inmate Telephone System, Inmate Tablet System, on-line ordering, and pre-printed forms.
				1. When ordering by telephone or tablet, each person shall have a unique four-to-six-digit Personal Identification Number (PIN).

The PIN shall be assigned by the Contractor.

Contractor shall reset the PIN within 72 hours of notification whenever requested by the ACSO or the inmate.

The PIN shall be made available on the ACSO electronic inmate management database system.

* + - * 1. Contractor shall provide the ability for members of the public to order commissary items online through the Contractor’s webpage.
			1. Contractor is responsible, at no cost to County, for operation, purchase, and maintenance of computer hardware and software for a computerized inmate account system.
			2. Contractor shall limit inmate purchasing to $150.00 per week per inmate.
			3. Contractor shall limit members of the public online purchasing to $100.00 per week per inmate.
			4. Contractor shall limit the purchase of any single food item to ten units per week.
			5. Contractor shall limit the total purchase of all items to a limit of fifty per week.
			6. Contractor shall immediately limit or prohibit the purchasing of any item(s) per inmate, per housing location, time, or any other criteria at the direction of the ACSO.
			7. Contractor must have a means to identify and verify indigent accounts.
			8. Contractor shall not back-charge inmates for New Book or Maintenance Kits.
			9. Contractor shall provide and sell County-approved products as described in a product list. The Commissary Menu may be amended with approval by ACSO.
			10. The ACSO shall approve or deny any menu item.
			11. Contractor shall maintain an active inventory of each item listed on the Commissary Menu. Any changes to products and menu selections must be reviewed and preapproved by ACSO before offering to inmates.
			12. Contractor shall provide a process to resolve discrepancies and disputes between the inmate and Contractor. The discrepancy must be resolved within 48 hours of being notified of the discrepancy. Any monies due to the inmate, or any replacement item(s) must be provided within seven business days.
			13. Any refund between the inmate and Contractor shall be paid within seven days by the Contractor.
				1. The Contractor is responsible for any discrepancy in any part of the inmate order.
				2. The Contractor will credit the item purchaser for any undeliverable commissary.
			14. For any packages that cannot be delivered due to an inmate who has been transferred, released or is no longer eligible to receive the package, the Contractor shall keep the package and give credit to the purchaser.
			15. Contractor shall credit the purchaser for any item(s) removed from the commissary package when the item was delivered in error or removed at the direction of the ACSO.
			16. Contractor may provide one commissary Lobby Cashier Kiosk available for public use.
				1. Lobby Cashier Kiosks shall accept cash, debit card and credit card transactions.
				2. Lobby Cashier Kiosks shall allow for members of the public to:

Add funds to inmate accounts.

Ability to apply daily, weekly, or monthly limits for deposits at the direction of the ACSO.

* + 1. Staff
			1. Contractor will require each staff member (including employees, agents, and subcontractors) to complete a background investigation conducted by ACSO as well as obtain and maintain clearance to perform services at SRJ.
			2. Contractor shall provide an on-site supervisor at the SRJ for all staff whenever commissary delivery is being made to inmates.
			3. Contractor and assigned staff members shall participate in all mandated ACSO training. Current requirements are an eight-hour orientation taught by ACSO and, thirty-two (32) hours of additional job-specific training prior to assignment at the SRJ provided by the Contractor.
			4. Contractor shall identify a supervisor or designee who shall be available daily Monday through Friday, during normal business hours to the ACSO contract manager by phone or email. The supervisor or designee shall be onsite during commissary deliveries.
			5. Contractor shall provide one on-site staff member to work at SRJ. This person shall be responsible for all business purposes that would require input into any secured ACSO database, research and balancing of accounts, research and post credits, and resolve discrepancies.
				1. The on-site person shall not work at the SRJ on the following observed County Holidays:

New Year’s Day

Martin Luther King’s Birthday

Lincoln’s Birthday

Washington’s Birthday

Memorial Day

Independence Day

Labor Day

Veteran’s Day

Thanksgiving

Day after Thanksgiving

Christmas Day

Juneteenth

* + - * 1. If any of the above holidays falls on a weekend, and the County observes the holiday on a weekday, the holiday is considered the day it is observed.
				2. Delivery of commissary goods takes place regardless of weather, holidays, work stoppages, or staffing shortages.
				3. Any changes to the delivery day, date, or time shall be at the mutual agreement between the Contractor and ACSO.
				4. Contractor shall provide notification in writing to the inmates of any delivery changes.
				5. An on-site staff member must work exclusively on the Contract. On-site staff services shall include, but not be limited to working on the following items:

Contractor shall have a secured File Transfer Protocol site that will enable them to send and receive data from the current County’s Jail Management Systems, currently “Advanced Technology Information Management System” (ATIMS), or any future system in use.

The Contractor shall have a computer program that can review the Jail Information Management System data, so that the Contractor may compile information to ensure inmates with specific classifications or status are prohibited from purchasing certain commissary items.

Respond to commissary related inmate grievances and provide resolution within five business days of receipt.

* + 1. Contractor must meet all applicable standards and legal requirements including the American Correctional Association Standards (ACA), California Minimum Jail Standards including Title 15, ACSO Rules and Regulations, and any applicable health standard or regulation.
		2. Contractor shall provide a system that meets all legal requirements applicable to the County including, but not limited to requirements that may be imposed by the Americans with Disabilities Act and section 508 of the Rehabilitation Act of 1973, as amended.
		3. Contractor shall not allow contraband to enter the facilities and shall have in place procedures to assure security in the transportation of items into the facilities.
		4. Contractor shall adhere to the Delivery Schedule below:
			1. Santa Rita Jail, 5325 Broder Blvd., Dublin, CA 94568
				1. Housing Units 1, 2, 3, 4, 6, 7, 8, 9, and OutPatient Housing Unit

Mondays

Delivery shall be on-site ready for security inspection at 6:00 PM.

Delivery shall be completed between the hours of 7:00 PM and 10:00 PM.

* + - * 1. Housing Units 21, 22, 23, 24, 25, 31, 32, 33, 34, 35

Friday

Delivery shall be on-site ready for security inspection at 6:00 PM.

Delivery shall be completed between the hours of 7:00 PM and 10:00 PM.

* + - * 1. If an inmate places an order for delivery and is then subsequently moved to another location which has a different commissary date, commissary staff shall deliver the order on the original delivery date. Orders will be rerouted unless specifically directed otherwise by the ACSO supervisory staff.
		1. Contractor shall obtain the inmate’s signature on the completed order form upon inmate receipt of delivered commissary order.
		2. Contractor shall maintain and make completed order forms that are signed by inmates available to ACSO upon request.
		3. Whenever requested, Contractor shall provide delivery lists of commissaries ordered and received by inmates.
		4. Contractor menu and price list shall be available to the ACSO Re-entry and Support Services (RSS) at the start of the contract and every three-months thereafter.
		5. A price increase may be allowed by request as the result of:
			1. Manufacturer or Supplier price increases in the product(s) offered.
			2. Governmental or regulatory agency increases to the trade.
			3. Any request for a price increase by Contractor must be substantiated with documentation from the Contractor, a manufacturer, supplier, local market, or governmental agency and must be submitted in writing at least thirty (30) days prior to the requested effective date of the increase. County and Contractor shall mutually agree to prices for all items to be provided to inmates to be charged to either the County or to the inmates under this contract through commissary services. No price of any product may be set or changed without the express written approval of the County.
		6. Liquidated Damages
			1. There are certain actions by the Contractor that would be a breach of contract and will cause damage and create costs to the County. The specific injury is either uncertain or difficult to quantify. The amounts below reflect damages for breach of contract and are not a penalty. The identified dollar amount is to be paid to ACSO, or designee upon notice and demand to the Contractor.
			2. The County, or its designee, shall notify Contractor in writing if they intend to assess damages pursuant to this Section. If damages are assessed, the full amount due shall be paid to the County Reentry & Support Services (RSS) unit by check, due by the 30th day of the following month.
			3. Contractor shall have the option to appeal the assessment. The appeal shall be in writing and directed to the RSS manager. The appeal must be received by the RSS within ten business days of the dated assessment letter.
			4. Type of Incident
				1. Late, delayed, or missed Commissary Delivery Service: $5,000 per occurrence.
				2. Lack of Contractor staff needed to deliver Commissary within the hours stated in this contract: $5,000 per occurrence.
				3. Improper Commissary substitutions or unauthorized items $3,000 per occurrence.
		7. Marketing: Order forms, menus, catalogs, and posters shall be submitted for ACSO RSS approval before distribution.
		8. Contractor’s on-site staff shall have the ability to immediately access reports for:
			1. Commissary Credits.
			2. Discrepancies.
			3. Balancing Reports.
			4. Classification based order restrictions.
		9. All commissions will be due by the 15th day of the month and paid directly to the County RSS unit.
		10. Commission Sales reports shall be provided electronically by the 15th day of the month and shall include all sales, including but not limited to:
			1. Inmate initiated commissary sales (Regular Sales).
			2. Online (Web) Sales.
			3. Phone Time Report for sales for the time/use on the ITS.
			4. Report shall have full details, be compatible and exportable to Excel format or as required by ACSO.
		11. Whenever requested, Contractor shall meet with ACSO and the General Services Agency (GSA)-Sustainability Department regarding strategies to address recycling and waste.
		12. Weekly Invoice Reports are to include all transactions, regular and web sales, commissary credit report, and balancing reports that should be reconciled from contractor’s accounting system to County’s Jail Information Management System.
		13. Send invoices to the SRJ Accounting unit and a copy to any other person as designated by the ACSO.
		14. Attached to the Weekly Invoice Report, Contractor shall provide documentation of each delivery, showing compliance work/delivery completed timelines establish in Number 10.
		15. Contractor shall maintain accurate and complete records of all commissary activity and balances of individual inmate accounts using a system approved by ACSO.
		16. Shipment Manifest:
			1. Contractor shall provide ACSO a manifest listing each inmate’s personal file number, name and location prior to shipment as required by the County. This manifest shall be sorted in numerical sequence by housing location and inmate Personal File Number.
			2. Contractor shall supply this manifest in Excel spreadsheet at least six hours prior to commissary delivery.
			3. Contractor shall provide ACSO a paper copy of the manifest that identifies the location of each order when readied for delivery inspection.
		17. Inmate worker(s) shall not assist with unloading orders.
		18. Contractor shall pay the Alameda County Sheriff’s Office RSS unit an agreed percentage of net sales during the contract term. Net sales are defined as commissary gross sales minus sales tax, phone time, tablet time, hygiene products, indigent items, indigent kits and stamp revenue. Percentage of sales commission payments shall be made monthly and each payment shall be accompanied by monthly reports of all commissary sales. Reports shall reflect total sales made, list of sales excluded from commission calculations by type, commission rate applied, and commission amount.
			1. In the event that any legislative action or other government direction requiring the reduction or elimination of commission, Contractor shall reduce pricing on commissionable items proportionally to the reduction in commission.
		19. Contractor must provide healthy food options on the menu.
		20. Contractor shall provide commissary beverage options.
			1. The County prefers non-bottled beverage options.
			2. If the Contractor offers a bottled beverage option, the following criteria shall apply.
				1. 40% of bottled beverages offered must meet the following criteria:

No high fructose corn syrup.

No more than 12 fluid ounces or more than 200 total calories.

At least 40% of all beverages must be non-carbonated.

Water and other non-caloric beverages containing no sweeteners.

* + 1. Nutrition
			1. 15% of all commissary food products sold must be adhere to the following nutritional criteria:
				1. Sodium: 240mg or less (≤240mg)
				2. Trans Fat Limits: 0g
				3. Calories: 200 calories or less (≤200 kCal)
				4. Saturated Fat: 10% or less of total calories

Exemptions that may be included in the 15%: Reduced-fat cheese; nuts, seeds and nut/seed butters; and dried fruit with nuts/seeds with no added nutritive sweeteners or fats.

* + - * 1. Sugar: 35% or less of total calories
				2. Dried / dehydrated whole fruits or vegetables with no added nutritive sweeteners; dried whole fruits; products consisting of only exempt dried fruit with nuts and/or seeds with no added nutritive sweeteners or fats shall not be included in the Nutrition requirements of this section.
				3. Labels:

Contractor shall solely be responsible for providing nutrition information.

Contractor shall provide nutritional information disclosing the nutritional values of each food item sold. This information must be made available prior to purchase.

## DELIVERABLES / REPORTS

* + 1. Contractor shall provide to ACSO the original completed commissary order form immediately upon completion of delivery of commissary orders. Contractor shall obtain the inmate’s signature on the completed order form upon receipt.
		2. Contractor shall make a product sales and price list available to the ACSO at the start of the contract. Prior to any changes to the products offered or prices, a list must be provided to ACSO for review and pre-approval before any changes are implemented.
		3. A monthly sales report shall be provided to ACSO on the 15th day of each month of the previous month’s activity. Reports must be available in an electronic format that can be stored, printed, and electronically transmitted. The report shall have full details, be compatible and exportable to Excel or another format as required by ACSO.
		4. Contractor’s on-site staff shall have the ability to immediately access reports for:
			1. Commissary Credits;
			2. Discrepancies;
			3. Balancing Reports; and
			4. Classification based order restrictions.
		5. Contractor shall notify ACSO in writing prior to any change in machines and if any machines are out of order or malfunctioning.
		6. All commissions will be due by the 15th day of the month and paid directly to the County IWF.
		7. Commission Sales reports shall be provided by the 15th day of the month and shall include all sales, including but not limited to:
			1. Regular commissary sales;
			2. Web Sales;
			3. Sales for time/use on the ITS; and
			4. Sales made through the ITS.
		8. Contractor shall meet with ACSO and the General Services Agency (GSA)-Sustainability Department regarding strategies to address recycling and waste.
		9. Contractor shall maintain accurate and complete records of all commissary activity and balances of individual inmate accounts using a system approved by ACSO.

## BIDDERS CONFERENCE(S)/VENDOR OUTREACH

* + 1. Attendance at the Bidders Conference and site visit is mandatory. Proposals received from the Bidders who do not attend the Mandatory Site Visit/Bidders Conference(s) will be disqualified.
		2. Information regarding the RFP will be presented during the conference(s).
		3. Bidders Conference(s) will be held to:
			1. 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.
			2. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
			3. Provide the County with an opportunity to receive feedback related to this RFP.
		4. The Bidders Conference(s) Attendees List will be released in a separate document.
		5. 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.
		6. 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:

Jacqueline Favela, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: Jacqueline.favela2@acgov.org

# 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, site visit, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, site visits, and optional vendor interview. The 10 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 achieve 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 |
|  | **Mandatory Site Visit/Bidders Conference(s)** Site Visit of Location is MANDATORY for potential Bidders. Proposals received from Bidders who do not attend the Mandatory Site Visit will be disqualified.  | Pass/Fail |
|  | **Reasonableness of Cost:**The evaluation of the financial aspect of the proposal will include:1. **Cost to inmate:**The points for overall cost to inmates of commissary items. Cost will be evaluated from the Bid Form.2. **Surcharge schedule:**Surcharge schedule shall include all fees charged for:1. Lobby Cashier Kiosks;2. Online;3. Telephone.The following will be taking into consideration:* + 1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?); and
		2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?).
 | 20 points |
|  | **Technical Criteria:**In each area described below, an evaluation will be made of the probability of success and risks associated with the proposal response:1. **System Design** - Credit will be given for vendor integration with the existing Alameda County accounting system. The County currently uses the ATIMS System.
2. **Software Design and Development** - The evaluation will compare the proposed software capabilities with the requirements of this RFP in terms of the software’s compatibility with existing inmate accounting and data processing systems.
3. **Life-Cycle Support** - The scope and extent of resources required to operate and maintain the proposed inmate commissary and beverage vending system.
4. **Ancillary Services** - A comparison will be made of the proposed services with the requirements of this RFP. Scoring will take into account convenience, responsiveness, and technical expertise.
 | 15 Points |
|  | **Implementation Plan and Schedule:** Evaluation will include the likelihood that Bidder’s implementation plan and schedule will meet the County’s schedule and is reasonable. Identification and planning for mitigation of risks that Bidder believes may adversely affect any portion of the County’s schedule may be considered. | 15 Points |
|  | **Relevant Experience:**Proposals will be evaluated, including considering the RFP specifications and the questions below:1. Do the individuals assigned to the project have experience on similar projects?
2. How extensive is the applicable education and experience of the personnel designated to work on the project?
 | 10 Points |
|  | **References (See Exhibit A – Bid Response Packet)** | 5 Points |
|  | **Description of Proposed Services:**Proposals will be evaluated considering the RFP specifications and the questions below:1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the proposer identified pertinent issues and potential problems related to the project?
3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide?
4. Has the proposer demonstrated that it understands the County’s time schedule and can meet it?
 | 20 Points |
|  | **Proposed Inmate Commissary Menu:**Proposals will be evaluated considering the RFP specifications and the questions below:1. Does the sample menu contain off brands and name brands?
2. What is the percentage of off brand and name brand items?
3. Is there a variety of items for inmates to purchase?
4. Do items on the commissary menu meet the quality standards for the price listed?
5. Is there availability of healthy food options?
 | 15 Points |
| 1. **F**
 | **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:
			1. The Contractor has complied with all terms of this RFP and the contract; and
			2. 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.
		3. 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:

* + - 1. The name(s) of the Bidder(s) being recommended for contract award; and
			2. 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

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.

* + - 1. The bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
			4. 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, 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.
			1. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
			2. 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.
			3. 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.
			4. 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.
			5. 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.
			6. 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.
		3. 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 that 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:
			1. Clearly describe the alternate offered and indicate how it differs from the product specified; and
			2. 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.
		2. 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.
		3. 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. 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.
		2. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
		3. All prices quoted must be in United States dollars.
		4. Price quotes must include any and all payment incentives available to the County.
		5. 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.
		6. 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 who meets the requirements of these specifications, terms, and conditions.
			2. The highest-ranked Bidder may be requested to furnish samples of commissary items for examination by the County. Any item(s) so requested shall be furnished within five business days from the date of request and furnished at no cost to the County.
			3. It is at the sole discretion of the County to approve the effectiveness of all the items during contract negotiations. If the County does not approve the items this may result in unsuccessful contract negotiations.
			4. 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).
			5. 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): 722310, 454210, and 561990.
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
			1. 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.
			2. Any bid proposals that contain false or misleading information may be disqualified by the County.
			3. The County reserves the right to award to a single or multiple Contractors.
			4. 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.
			5. The County has the right to decline to award this contract or any part thereof for any reason.
		2. 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/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP](https://acgovt.sharepoint.com/%3Aw%3A/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.

## LIQUIDATED DAMAGES

* + 1. A deduction for liquidated damages of $5,000 per occurrence will be assessed for not meeting (performance requirements) as prescribed in the section entitled "Specific Requirements."
		2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is agreed upon as liquidated damages and will be deducted from any money due to the Contractor under any contract, which may be awarded to the Contractor arising from the RFP. Should the amount of the damages exceed the amount due, the Contractor's sureties will be liable for the excess.

## 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 Alameda County Sheriff’s Office 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:

Jacqueline Favela, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: Jacqueline.favela2@acgov.org

Phone: (510) 208-9612

* + 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 County provided Excel Spreadsheet – Bid Form(s) in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
		2. 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.
		3. 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)
3. Exhibit A – Bid Response Packet, [Small Local Emerging Business (SLEB) Information Sheet](#SLEB)
4. [Must be signed by Bidder](#Prime_Bidder_Signature)
5. [Must be signed by SLEB Partner](#SLEB_Sub_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(s) 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.**



### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

 RFP No. 902299

Inmate Commissary Services

|  |
| --- |
| BIDDER INFORMATION |

|  |  |
| --- | --- |
| 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.

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

|  |
| --- |
| 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.
* 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, (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 Minimum Qualifications
1. Bidder must be regularly and continuously engaged in the business of providing and administering commissary services in a jail or prison setting for the past five years, which must be clearly stated or demonstrated in the bid response.
	* 1. 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 item(s) 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 County provided Excel Bid Form.

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

Bid proposals that do not comply may be rejected.

Bidder shall propose commission rates on the excel bid form provided by the County. 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. Related experience on similar projects, certifications, and merits.

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 (Specific Requirements) and Section E (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.**)

Provide a sample commissary menu that includes all items available by the bidder. Menu shall include the following:

Item description and item number

All available sizes for listed items

Pricing for each item

**Maximum Length: 50 pages**

|  |
| --- |
| **IMPLEMENTATION PLAN AND SCHEDULE** |

**Instructions:** Bidder is to provide an **Implementation Plan and Schedule**.

In conjunction with the *Description of Proposed Services*, the Bidder must include an *Implementation Plan and Schedule* that specifically addresses the following:

1. A timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services and the key personnel assigned to each.
2. The ideal Implementation Plan and Schedule will provide a clear picture of what the County can expect during the contract term and in preparing to start the contract. Bidders should consider the information and questions contained in the Evaluation Criteria and Specific Requirements in preparing the Implementation Plan and Schedule.

**Maximum Length: 15 pages**

|  |
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| **REFERENCES** |

**Instructions**: On the following page is the template 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. 902099

Inmate Commissary 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.**

|  |  |
| --- | --- |
| **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:

|  |  |
| --- | --- |
| **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 is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL) Any AutoBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**Required for all contractors with employees | WC: Statutory LimitsEL: $1,000,000 per accident for bodily injury or disease |
| **D** | **Endorsements and Conditions**:1. **ADDITIONAL INSURED:** All insurance required above with the exception of Commercial or Business Automobile Liability, Workers’ Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
2. **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 during the entire term of the Agreement and until 3 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.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **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. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
6. **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”.
7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.
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**Exhibit B**

**Site Walk Clearance**

**Bidders Conference and Site walk are required to submit a bid and verify your company can perform the requirements for this RFP.  Please see provided Alameda County Site Security Clearance PDF form.**

**Forms for all attendees MUST be completed by and submitted by November 7, 2023, in order to attend.**

**Please email your completed security form to Jacqueline Favela via email only at: Jacqueline.favela2@acgov.org**