**\*\*IMPORTANT NOTICE\*\***

**ONLINE BIDDING PROCESS**

* Bid pricing must be submitted online through Alameda County [Strategic Sourcing Supplier Portal](https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT).
* The following pages require signatures and must be scanned and uploaded to Alameda County Strategic Sourcing Supplier Portal:

1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#BidderAcceptance) page
   1. [Must be signed by Bidder](#BidderAcceptance)
2. Exhibit A – Bid Response Packet, [SLEB Partnering Information Sheet](#SLEBPrime)
   1. [Must be signed by Bidder](#SLEBPrime)
   2. [Must be signed by SLEB Partner](#SLEBSubcontractor) if subcontracting to a SLEB

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS WILL 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.

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 901660

**for**

Electronic Monitoring and Offender Tracking (Adult)

|  |
| --- |
| **For complete information regarding this project, see** **RFP posted at** [**http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp**](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) **or contact the County representative listed below. Thank you for your interest!**  **Contact Person: Ariana Figueroa, Procurement & Contracts Specialist**  **Phone Number: (510) 208-9599**  **E-mail Address: Ariana.Figueroa@acgov.org** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**April 25, 2018**

through

**Alameda County, GSA-Procurement**

**Strategic Sourcing Supplier Portal**

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

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COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 901660

SPECIFICATIONS, TERMS & CONDITIONS

for

Electronic Monitoring and Offender Tracking (Adult)

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# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe electronic monitoring and offender tracking and equipment being requested by Alameda County’s Probation Department.

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

## SCOPE

The County is seeking proposals from qualified vendors who can provide global positioning satellite (GPS), radio frequency (RF), and continuous alcohol monitoring (CAM) tracking equipment and services in the following areas: active and passive monitoring, application support, orientation and training, documentation of confidential information, data entry and storage, types of network, server, and equipment, with the option to add additional services.

The purpose of the equipment is to ensure the adult probationer’s accountability through the use of electronic monitoring technology. Utilizing this technology will assist the Alameda County’s Probation Department in monitoring the adult probationer’s compliance with legal mandates, court orders, and treatment plans that are designed to facilitate positive behavioral change and reduce the risk of recidivism. The County currently uses GPS equipment and services to monitor approximately fifty (50) adult probationers daily. The County is seeking a proposal of for up to two hundred (200) GPS devices. These figures are provided as a reference and should not be construed as representing the actual number of devices to be placed in service under this Agreement.

The County cannot accurately predict an exact number of activated devices that will be placed on probation offenders and does not guarantee a specific number of devices will be activated. Equipment utilized by the County, under this Agreement, may increase or decrease at the discretion of the County and/or be based on available funding. The total dollar amount of this Agreement does not reflect the actual number of devices that will be activated or actual dollar amount paid on the Agreement.

The device shall be a one-piece multifunctional device that has the ability to track both Active GPS and provide Cellular RF with remote On Demand Active GPS tracking without the need to remove the device to change between the monitoring modes.

RF capabilities will be utilized for locations that GPS technology is limited. Alcohol monitoring accessories will be utilized on an as needed basis.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
       1. Bidder shall be regularly and continuously engaged in the business of providing global positioning satellite (GPS) and radio frequency (RF) tracking devices and monitoring services, requiring strict confidentiality, for law-enforcement or similar agencies of similar size to Alameda County for at least three (3) years. This must be verifiable through the articles of incorporation, bidder website, references, and/or past projects completed. Documentation to support qualifications must be included in the bid submittal package.

## SPECIFIC REQUIREMENTS

* 1. Bidder must be able to integrate system and equipment with the County’s Case Management System.
  2. There shall be no cost to the County for integration between the County and the County’s case management data system. If the Contractor is not already integrated into the County’s case management data system, the Contractor will have 90 days to successfully integrate into the system.
  3. Monitoring Center Services and Support Requirements
     1. Confidential monitoring and data collection.
     2. Internet access and application support, via Internet Service Provider (ISP) that allows Probation Department personnel access to data from the Contractor’s Monitoring Center.
     3. Equipment and software support at no extra charge.
     4. Provide complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provisions of the services for the duration of the Agreement.
     5. Provide the County a contact phone number, accessible 24 hours per day, 365 days per year, for the purpose of reporting problems that might be experienced. In the event any component of the monitoring service becomes inoperable, the Contractor must immediately notify the County by telephone, but no later than thirty (30) minutes after service failure.
     6. The primary monitoring center shall be fully operational and staffed adequately to support the operations of this Agreement, 24 hours per day, 365 days per year, with highly skilled technicians. The Contractor shall maintain professional, highly trained, qualified staff to monitor and operate the monitoring center equipment.
     7. The Contractor shall have a secondary (backup) monitoring center capable of providing full operational function, within 60 minutes, in the event the primary monitoring center is disabled. The secondary monitoring center shall be located a sufficient distance from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary monitoring center.
     8. Contractor shall provide a staffed communication system utilizing an 800-telephone number, an 800-number fax and email access that is available 24-hours per day, 365 days per year, to provide technical support, analysis, and application assistance.
     9. County requires alert notifications when individuals commit a system violation. These alerts notifications shall be via phone, email, or text or as designated by the County. These notifications shall be sent to the County 24 hours a day, seven days a week, and 365 days per year at no additional cost.
     10. Support interactive queries from authorized staff of an offender’s location by date range and/or time range when requested.
     11. Maintain accurate and concise historical logs of all telephone calls, text messages, and emails attempted and completed, including date, time, and the associated incident.
     12. Monitoring system shall be capable of sending alerts to multiple entities via email, text messaging, and fax.
     13. Maintain a call tree to be utilized when contacting County staff to report alert notifications, pursuant to established protocols.
     14. In the event of an alert, the monitoring center must provide the County, at a minimum, the offender’s name, type of violation, time of violation, and the time and location of the offender’s last known location.
     15. Tailor the level of alert notifications to the County needs.
     16. Triage alerts and attempt to clear and record all efforts to clear alerts as established by County protocols.
     17. Monitoring system shall allow County staff to look up offender information, create and edit schedules, view event histories, and print reports online.
     18. Monitoring system and equipment must be court validated and legally defensible as a single source of admissibility for results, which should have a documented history of success.
     19. Monitoring System shall provide notification of all enrollments, completions and terminations on a daily basis.
     20. Monitoring system shall have the capability to design geographic exclusion and inclusion zones in any format and provide three-dimensional mapping at no additional cost.
     21. Monitoring System shall allow Probation personnel to administratively transfer caseloads and/or assign cases utilizing website access from one staff member to another.
     22. Replacement or additional devices shall be delivered within 2-3 working days of the initial time of order date and overnight in an emergency situation at the cost of the Contractor. All shipment costs are the responsibility of the Contractor.
     23. Contractor must have a written quality control plan for equipment to ensure that all requirements are met. The plan and any future amendments to the plan are subject to County review and approval and shall include, but not be limited to the following:
         1. A method for ensuring uninterrupted service to Probation in the event of a strike of Contractor’s employees;
         2. A method of ensuring that record confidentiality is maintained;
         3. A method of archiving recorded calls and/or reports for a minimum of five years; and
         4. A method for backing up the central monitoring computer system with both local redundancy and geographic redundancy.
     24. Provision of security features which prevent unauthorized individuals from accessing any information held by the Contractor. Secure access to the monitoring system shall be maintained at all times.
     25. Monitoring system will be verifiably reliable. See page 10 of Exhibit A – Bid Response Packet, Item 4.
     26. All monitoring must be continuous and reportable 24/7.
     27. Monitoring system shall include provisions for both local and geographic redundancy and disaster recovery capabilities.
     28. Monitoring system must be backed up in real-time to local redundant servers and to redundant servers located at least 500 miles away from the Contractor’s facility.
     29. Monitoring System shall allow the County to establish GPS, RF, CAM and other monitoring at one or more locations throughout the County of Alameda.
     30. Monitoring system must include an uninterruptible power supply and a backup power source to supply secondary power in the event of an extended power outage.
  4. Training Requirements
     1. Contractor shall include two all-day on-site trainings as needed by the County at no extra charge.
     2. Contractor shall provide training for software and equipment at no extra charge.
  5. Equipment Requirements
     + 1. Transmitting device must be state of the art and utilize the most advanced technology available.
       2. The Contractor shall provide secure transmission and storage of GPS data in an encrypted fashion using Federal Information Processing Standard 200 as defined by the National Institution of Technology and Standards (NIST).
       3. The Contractor must ensure that all data, data transmissions and data storage is kept confidential in an encrypted fashion using standards as defined by the National Institution of Technology and Standards (NIST).
  6. Tracking device.
     + 1. The tracking device must meet the following specifications:
          1. Be a one-piece multifunctional device that has the ability to track both active and passive GPS and provide Cellular RF with remote on demand GPS tracking without the need to remove the device to change between monitoring modes.
          2. Device must allow for movement during routine work or leisure activity and minimize restrictions to physical movement;
          3. The device must be easy to install;
          4. The device must be, resistance to damage from shock or water, and include anti-tampering features; and
          5. The device must collect a GPS data point once per minute with a data upload every 10 minutes or as determined by the County.
       2. In addition, the one piece device provided will allow the following types of monitoring:
          1. Active Monitoring - The device can be monitored in near real time (approximately 90 seconds of status update request) providing information about a subject’s whereabouts or condition; and
          2. Passive Monitoring - The device “reports in” past-tense information for examination on either a pre-set schedule or “on-demand” basis.
       3. The tracking device must:
          1. Have a non-removable battery that is rechargeable and:

Capable of running for at least 48 hours without having to be recharged;

Capable of sending alerts to the Department when battery is low;

Re-charge to a maximum capacity (100% charge) in two hours or less;

Be able to send a signal indicating a low device battery condition exists, a minimum of eight hours prior to battery failure;

When the battery is charging, the device shall continue to operate collecting GPS data and communicating over the cellular network;

Maintain at least 48 hours on a single charge, while receiving one GPS location point per minute and reporting into the Contractor’s Central Monitoring System at least once every 10 minutes; and

Guarantee internal battery life cycle of not less than 12 months before requiring replacement.

* + - * 1. Incorporate memory capable of storing at least three hours’ worth of events (with date and time of occurrence) at times when the cellular service may become unavailable and continual attempts to report these events have been unsuccessful. In particular memory will retain unreported events and report them once power/cellular services have been restored, including date and time of occurrence.
        2. Be state of the art.
        3. Be water, tamper and shock resistant.
        4. Have an alert feature for County Staff to contact the probation offender.
        5. Be capable of immediately notify the Contractor’s Central Monitoring System of any case tamper, strap tamper attempt or removal from an offender’s ankle.
        6. Detect and record an alert with immediate notification for strap tampers, removal tamper, loss of communication, loss of GPS signal, low battery, critical battery, battery shut down and battery removal and replacement (if applicable).
        7. Detect and record an alert with immediate notification for inclusion/exclusion zone violations.
        8. Utilize disposable straps that attach the device to an offender designed for one time use and be designed so that if an offender cuts, severs or otherwise compromises the integrity of the strap, an alert is generated.
        9. Once the device is attached to an offender’s ankle, the installation items including, but not limited to, clips, snaps, pins, and/or connectors, shall be designed to breakaway and become unusable if the device/strap is removed by the offender to prevent damage to the device or offender.
      1. RF tracking features of the device must be able to utilize additional accessories (beacons, etc.) for enhanced location verification while in defined impaired environments (inside home or buildings). The Contractor must provide optional auxiliary equipment to extend the device monitoring capability in impaired environments, including the option of landline communication at no additional costs.
      2. The RF Beacon Accessory must:
         1. Be proved at no additional cost to the County.
         2. Detect when it has been moved.
         3. Utilize a dedicated wall electrical outlet (alternating current) for its power source.
         4. Detect and report events related to disconnect and reconnect of electrical power and/or telephone landline.
         5. In the event of power disconnect or commercial outage, the accessory shall have a minimum of 24 hours internal, auto-recharging back-up battery to support completed and continued functionality including, but not limited to detecting and reporting information.
         6. Be field replaceable and interchangeable without the need to return to the Contactor.
         7. Detect when the accessory case has been compromised.
      3. CAM units must differentiate between ingested alcohol and environmental contamination:
         1. Any and all types of alcohol detection must be time-stamped in near real time (within 90 seconds of status update request) and then analyzed to determine consumption versus contamination prior to alerting agency staff.
         2. Units should be able to detect and communicate efforts by the wearer to contaminate or interrupt sample collection.
         3. Have internal batteries that must last a minimum of three months, before needing to be replaced, and capable of sending alerts to the Department when battery is low.
      4. Allowances:  
         1. Spare parts for the tracking equipment and CAM will be provided to the Department, as needed, at no charge;
         2. Contractor will be required to supply an additional 10% (based on the number of units in use) inactive shelf devices at no additional cost; and
         3. Contractor will include a 10% (based on the number of devices in use) allowance for lost or damaged devices.
      5. Contractor will provide updated tracking equipment to the Department as it becomes available and at no additional cost.

## DELIVERABLES / REPORTS

* 1. System will provide:
  2. A printable Mapping Report that includes the time, speed, direction, latitude, longitude, number of satellites, and address of each GPS data point collected per offender. Probation personnel should be able to zoom in and out, fast-forward, and rewind when viewing the report;
  3. A printable report for a single alert, with zone violation that includes a map, the offender’s zones and schedules, and comments associated with the alert whether open or closed;
  4. All reports and phone records between vendor and the County, available on request, for a minimum of five years;
  5. Tracking reports will be given to the County on a quarterly basis by the Contractor’s Monitoring Center which include the following:
     + 1. Average time to answer inbound calls;
       2. Percentage of abandoned calls; and
       3. Average time on hold per call.

1. Activity Summary Report listing the offender’s daily activities;
2. Monitoring system capable of conducting crime correlation with offender locations at no additional costs;
3. Utilization Reportshowing information on the equipment that the County is using;
4. Billing recommendations describing requirements to achieve maximization of inventory;
5. Alert Summary Report showing any alerts for the offender during a specific time;
6. Caseload at a Glance Report: Summary of caseload statistics;
7. Caseload Profile Report: Lists including the offender’s name, case ID, phone number, start and estimated end date, and file equipment ID’s for all active offenders for an officer’s caseload;
8. Offender Profile Report: Lists including the offender’s personal information, contact information, equipment type, risk status, which allows room for an optional digital picture of the offender as well as officer’s comments. Users must be able to run this report for one, several, or all active offender(s) on a caseload;
9. Daily Summary Report: GPS data points superimposed on a map and list of all alerts that occurred during the specified time period;
10. Aerial Mapping Summary Reports: Offender’s location(s) superimposed on a satellite image during a specified period of time. The summary shall show active zones for the offender and offender’s location(s) anywhere from one hour time period to 24 hours;
11. Mapping Playback Report: Moving dots to show where an offender was during a specific period of time. The offender’s direction, speed, and equipment status displayed at each point. This report must be interactive and allow the County to customize the playback;
12. Monthly Equipment Summary Report: Summary, by month, which includes the total number of device used by an agency, the number of new installs, the number of disconnects, and the number of active offenders;
13. Zone by Zone Report: List of all offender movement associated with entering and leaving zones during a specified time period, including both event and alerts; and
14. Demographics Report: Monthly lists including offender’s Ethnicity, Gender, Race and Group.

# CALENDAR OF EVENTS

|  |  |  |
| --- | --- | --- |
| **EVENT** | **DATE/LOCATION** | |
| Request Issued | March 16, 2018 | |
| Written Questions Due | by 5:00 p.m. on March 28, 2018 | |
| Vendor Outreach Event | March 21, 2018  @ 10:30 a.m. – 11:30 a.m. | at: Fremont Library  2450 Stevenson Blvd.,  Fremont, CA 94538 |
| Networking/Bidders Conference #2  (Online conference option enabled for remote participation) | March 28, 2018 @ 10:00 a.m. | at: Lakeside Building  1401 Lakeside Drive,  11th Floor, Room 1107  Oakland, CA 94612  OR remotely @ <http://gsaalamedacounty.adobeconnect.com/admin/show-event-catalog> |
| List of Attendees | March 29, 2018 | |
| Q&A Issued  (Only if necessary) | April 11, 2018 | |
| Addendum Issued  (Only if necessary to amend RFP) | April 11, 2018 | |
| Response Due | April 25, 2018 by 2:00 p.m. | |
| Evaluation Period | April 26 – May 3, 2018 | |
| Vendor Interviews | May 14, 2018 | |
| Notice of Intent to Award Letters Issued | June 21, 2018 | |
| Board Consideration Award Date | June 26, 2018 | |
| Contract Start Date | July 1, 2018 | |

**Note**: Award and start dates are approximate.

## NETWORKING / BIDDERS CONFERENCES

* + 1. The bidders conference held on March 28, 2018 will have an online conference option enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at [<http://gsaalamedacounty.adobeconnect.com/admin/show-event-catalog>](http://gsaalamedacounty.adobeconnect.com/rfp901106/). In order to get the best experience, the County recommends that bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone. Bidders may also attend this conference in person.
    2. Networking/bidders conferences will be held to:
       1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
       2. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
       3. Provide the County with an opportunity to receive feedback regarding the project and RFP.
    3. The list of bidder conference attendees will be released in a separate document.
    4. Questions will be addressed in an RFP Question and Answer (Q&A) Report following the networking/bidders conference(s). Should there be a need to amend or revise the RFP, an addendum will be issued following the Networking/Bidders Conferences.
    5. Potential bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is highly recommended but is not mandatory.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension) will be evaluated by a County Selection Committee (CSC).  The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in electronic monitoring and offender tracking. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the GSA-Procurement department only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. 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, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders’ proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of final score).

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral interview and reference checks.  The preliminary scoring will be based on the total points, excluding points allocated to references and oral interview.

If the two-stage approach is used, the three bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral interview.  Only the bidders meeting the short list criteria will proceed to the next stage.  All other bidders will be deemed eliminated from the process.  All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

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 a mandatory requirement this score will result in disqualification of 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, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members. |
| 4 | Above Average / Good | Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations. |
| 5 | Excellent / Exceptional | Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification. |

The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**  Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.  Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process. | 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](http://www.sam.gov) . | Pass/Fail |
|  | **Technical Criteria:**  In each area described below, an evaluation will be made of the probability of success of and risks associated with the proposal response in the areas of:   * + 1. Monitoring, Maintenance and Support Services     2. Training     3. Transmission Equipment (GPS, RF, CAM)     4. Reports | 30 Points |
|  | **Cost:**  The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder’s total proposed cost.  While not reflected in the Cost evaluation points, an evaluation may also be made of:   1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the County to finance the equipment/system and services).     Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford. | 15 Points |
|  | **Relevant Experience:**  Proposals will be evaluated against the RFP specifications and the questions below:   1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. 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 |
|  | **Oral Interview:**  The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. The scoring may be revised based on the oral interview. | 15 Points |
|  | **Understanding of the Project:**  Proposals will be evaluated against 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?   Has the proposer demonstrated that it understands the deliverables the County expects it to provide? | 15 Points |
|  | **Methodology:**  Proposals will be evaluated against the RFP specifications and the questions below:   1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? | 10 Points |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE** | | |
|  | Local Preference: Points equaling five percent 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. | Five Percent (5%) |
|  | Small and Local or Emerging and Local Preference: Points equaling five percent 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. | Five Percent (5%) |

## CONTRACT EVALUATION AND ASSESSMENT

During the initial 60 day period of any contract which may be awarded to Contractor, 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.

The County reserves the right to determine, at its sole discretion, whether:

1.                  Contractor has complied with all terms of this RFP; and

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

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated.  Contractor shall 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 highest ranked bidder to enter into a contract.  The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all bidders will be notified in writing by e-mail, fax, 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.

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

* + - 1. The name of the bidder being recommended for contract award; and
      2. The names of all other parties that submitted proposals.
    1. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
    2. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

## Bid Protest/Appeals Process

GSA-Procurement 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 for this project 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 by any Bidder regarding any other Bid must be submitted in writing to the County’s GSA–Procurement Department, ATTN: Purchasing Manager, located at 1401 Lakeside Drive, 9th Floor, Oakland, CA 94612, Fax: (510) 208-9626, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day
       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, fax number and telephone number of the person representing the protesting party.
       4. The County Agency/Department will notify all bidders of the protest as soon as possible.
    2. Upon receipt of written protest, GSA–Procurement, or designee, will review and evaluate the protest and issue a written decision. The GSA–Procurement, may, at its discretion, 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 bid protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or GSA award date.   
         
       The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.
    3. The decision of the GSA-Procurement on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 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 GSA-Procurement's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Procurement's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Procurement, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Procurement shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
       1. The appeal shall 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 shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
       3. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Procurement. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Procurement or department designee, and will determine whether to uphold or overturn the protest decision.
       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 decision of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
    4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor or GSA.
    5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder’s failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall 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 term of the contract, which may be awarded pursuant to this RFP, will be three years.
    2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

## BRAND NAMES AND APPROVED EQUIVALENTS

* + 1. Any references 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. Bidders may offer any equivalent product that meets or exceeds the specifications. 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 proof that the proposed alternate will be equal to or better than the product named in this bid as PDF attachments to your online bid submission.
    2. The County reserves the right to be the sole judge of what is equal and acceptable and may require Bidder to provide additional information and/or samples.
    3. If Bidder does 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. Prices quoted shall be firm for the first 36 months of any contract that may be awarded pursuant to this RFP.
    2. Price escalation for the second and third years of any contract awarded as a result of this RFP shall not exceed the percentage increase stated by Bidder on the Bid Form.
    3. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
    4. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
    5. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
    6. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
    7. Taxes and freight charges:
       1. The County is soliciting a total price for this project. The price quoted shall be the total cost the County will pay for this project including taxes (other than Sales or Use), and all other charges.
       2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid.
       3. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
       4. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
    8. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
    9. Price quotes shall include any and all payment incentives available to the County.
    10. Bidders are advised that 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.
    11. 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.
    12. Prevailing Wages:  Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

## AWARD

* + 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled “Evaluation Criteria/Selection Committee.”
    2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
    3. 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.

As a result of the County’s commitment to advance 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:

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

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 334511.

A small business is defined by the [United States Small Business Administration](http://www.sba.gov/) (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.

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.

* + 1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, 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 proposal/bids 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 has the right to decline to award this contract or any part thereof for any reason.
    5. Board approval to award a contract is required.
    6. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
    7. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.

* + 1. The RFP specifications, terms, conditions and 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 PO and signed Standard Agreement contract will be issued upon Board approval.
    2. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
    3. POs and payments for products and/or services will be issued only in the name of Contractor.
    4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
    2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
    3. County shall notify Contractor of any adjustments required to invoice.
    4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
    5. Contractor shall utilize standardized invoice upon request.
    6. Invoices shall only be issued by the Contractor who is awarded a contract.
    7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
    8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

## ACCOUNT MANAGER / SUPPORT STAFF

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

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

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.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on to March 28, 2018:

Ariana Figueroa, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: ariana.figueroa@acgov.org

PHONE: (510) 208-9599

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp> to view current contracting opportunities.

## SUBMITTAL OF BIDS

* + 1. All bids must be completed and successfully uploaded through Alameda County Strategic Sourcing Supplier Portal BY 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through the Alameda County Strategic Sourcing Supplier Portal shall not extend the due date and time.
    2. Bidders **must** also submit an attached electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation.
    3. No email (electronic) or facsimile bids will be considered.
    4. All costs required for the preparation and submission of a bid shall be borne by Bidder.
    5. Only one bid response 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 the California or other state’s Corporations Code or an equivalent statute.
    6. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project.  In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
    7. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
    8. California Government Code Section 4552: 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. 15) 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.
    9. 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. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
    10. The undersigned Bidder 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 Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
    11. The undersigned Bidder 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).
    12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

## RESPONSE FORMAT

* + 1. Bid responses must be submitted online through Alameda County Strategic Sourcing Supplier Portal.
    2. Bid responses are to be straightforward, clear, concise and specific to the information requested.
    3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
    4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP/Q may be subject to public disclosure.  County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

### EXHIBIT A

**BID RESPONSE PACKET**

**RFP No. 901660 – Electronic Monitoring and Offender Tracking**

To: The County of Alameda

From:

(Official Name of Bidder)

* **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred). THE ELECTRONIC COPY MUST HAVE ALL APPROPRIATE PAGES SIGNED**
* **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED THROUGH STRATEGIC SOURCING SUPPLIER PORTAL AS PDF ATTACHMENT(S) IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
* **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
* **ALL NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
* **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP** **document and as specified in the STRATEGIC SOURCING SUPPLIER PORTAL event**
* **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
* **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP/Q, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

#### BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. 901660 – Electronic Monitoring and Offender tracking.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, 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.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:

* [**Debarment / Suspension Policy**](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]

* [**Iran Contracting Act (ICA) of 2010**](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]

* [**General Environmental Requirements**](http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>]

* **Small Local Emerging Business Program**

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

* [**First Source**](http://www.acgov.org/gsa/departments/purchasing/policy/first.htm)

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

* [**Online Contract Compliance System**](http://www.acgov.org/gsa/departments/purchasing/policy/compliance.htm)

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

* [**General Requirements**](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]

* [**Proprietary and Confidential Information**](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

1. The undersigned acknowledges that Bidder will be 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 associated Bid Documents.
2. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, 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. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
4. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.
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](#SLEBCerta)); **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 business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

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

Limited Liability Partnership  Partnership

Limited Liability Corporation  Non-Profit / Church

Other:

Jurisdiction of Organization Structure:

Date of Organization Structure:

Federal Tax Identification Number:

Primary Contact Information:

Name / Title:

Telephone Number:  Fax Number:

E-mail Address:

**SIGNATURE:**

Name and Title of Signer:

Dated this  day of  20

#### BID FORM

[**Online**](https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT) **Bid Process**

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

**COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

Quantities listed on Alameda County **Strategic Sourcing Supplier Portal** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

By submission through the Alameda County **Strategic Sourcing Supplier Portal** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County **Strategic Sourcing Supplier Portal** and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

#### REQUIRED DOCUMENTATION AND SUBMITTALS

**All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.) and attached it as PDF file(s) to their online bid submissions through Strategic Sourcing Supplier Portal.**

1. **Table of Contents**: Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers.

2. **Letter of Transmittal**: Bid responses shall include a description of Bidder’s capabilities and approach in providing electronic monitoring and offender tracking to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three pages in length and should be easily understood.

3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.

**(a)** **Bidder Information and Acceptance:**

(1) Every Bidder must select one choice under Item 10 of page 3 of Exhibit A and must fill out, submit a signed page 4 of Exhibit A.

**(b)** **SLEB Partnering Information Sheet:**

(1) Every bidder must fill out and submit a signed SLEB Partnering Information Sheet, (found on page 9 of Exhibit A) indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated.  Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.

**(c)** **References:**

(1) Bidders must use the templates on pages 10 - 11 of this Exhibit A – Bid Response Packet to provide references.

(2) Bidders are to provide a list of three current and three former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

* + Bidders must verify the contact information for all references provided is current and valid.
  + Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

(3) The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

**(d)** **Exceptions, Clarifications, Amendments:**

1. This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template on page 12 of this Exhibit A – Bid Response Packet.
2. **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

4. **Key Personnel**: Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:

(a) The person’s relationship with Bidder, including job title and years of employment with Bidder;

(b) The role that the person will play in connection with the RFP;

(c) Address, telephone, fax numbers, and e-mail address;

(d) Person’s educational background; and

(e) Person’s relevant experience, certifications, and/or merits.

5. **Description of the Proposed Equipment/System**: Bid response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the County and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the County should be aware of in evaluating the proposal. Bidder must disclose all system failures experienced since January 1, 2015. Finally, the description shall describe all product warranties provided by Bidder.

6. **Description of the Proposed Services**: Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of such spare parts, and how quickly such parts shall be available for repairs. Finally, the description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.

8. **Proof of Experience**: Bidder must submit proof of being regularly and continuously engaged in the business of providing global positioning satellite (GPS) and radio frequency (RF) tracking devices and monitoring services, requiring strict confidentiality, for law-enforcement or similar agencies of similar size to Alameda County for at least three (3) years. This must be verifiable through the articles of incorporation, bidder website, references, and/or past projects completed.

9. **Integration with Case Management System**: Bidder must provide proof that Bidder is able to integrate system and equipment with the County’s Case Management System. Also, the bidder must submit a description of how their system and equipment will be integrated with the County’s Case Management System.

#### SMALL LOCAL EMERGING BUSINESS (SLEB)

PARTNERING INFORMATION SHEET

**RFP No. 901660 – Electronic Monitoring and Offender Tracking**

**In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all bidders must complete this form as required below.**

**Bidders not meeting the** [**definition of a SLEB**](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 considered 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. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)**

**Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, 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, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).**

**County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program** **(Elation Systems:** [**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**).**

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

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

**Upon award, prime Contractor and** **all SLEB subcontractors** that receive contracts as a result of this bid process 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:

#### CURRENT REFERENCES

RFP No. 901660 – Electronic Monitoring and Offender Tracking

Bidder Name:

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

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

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

#### FORMER REFERENCES

RFP No. 901660 – Electronic Monitoring and Offender Tracking

Bidder Name:

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

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

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

#### EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. 901660 – Electronic Monitoring and Offender Tracking

Bidder Name:

List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

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

### EXHIBIT B

**INSURANCE REQUIREMENTS**

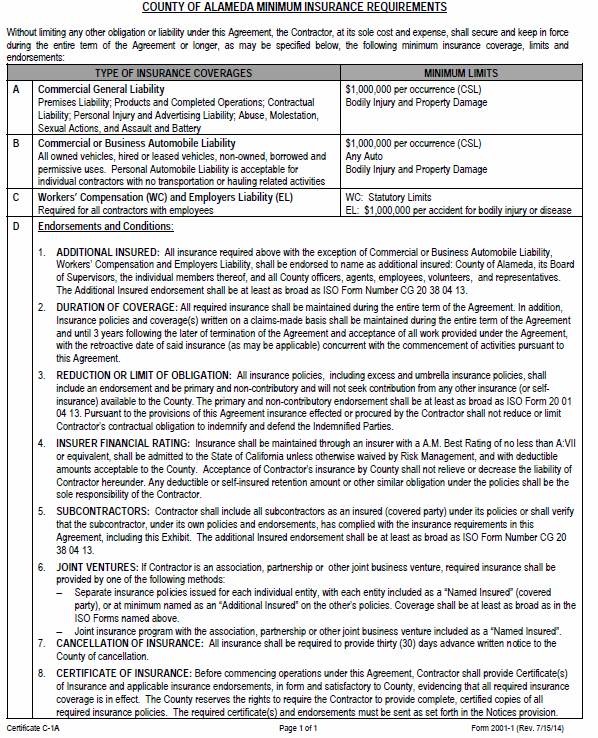


Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

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

\*\*\* see next page for county of alameda minimum insurance requirements \*\*\*

EXHIBIT B



### EXHIBIT C

**VENDOR BID LIST**

RFP No. 901660 – Electronic Monitoring and Offender Tracking

Below is the Vendor Bid List for this project consisting of vendors who have responded to RFI No. 901660 and/or been issued a copy of this RFP. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program:

<http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm>.

| **RFP No. 901660 - Electronic Monitoring and Offender Tracking (Adult)** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Business Name** | **Contact Name** | **Contact Phone** | **Address** | **City** | **ST** | **Email** |
| 3M | Allison Pfifer | 813-749-5454 ext. 1285 |  |  |  | apfifer@mmm.com |
| 3M | Melissa Keefe | 813-749-5454 | 1838 Gunn Highway | Odessa | FL | mkeefe@mmm.com |
| Able 2 Track | Tim Davis | 405-365-6311 |  | Lancaster | CA | jrdc@cox.net |
| Able 2 Track | Larry G. Davis | 661-948-5400 |  | Lancaster | CA | able2track@yahoo.com |
| AEKO | Gboyega Aladegbami |  |  |  |  | gboyega@aeko.com |
| AMS | Al Gigler | 310-449-3395 |  |  |  | agigler@alcoholmonitoring.com |
| AMS | Mike Day | 303-241-7159 |  |  |  | mday@alcoholmonitoring.com |
| BI | Taggart Giles | 916-200-5248 | 6265 Gunvarrel Avenue, Suite B | Boulder | CO | taggart.giles@bi.com |
| BI | Carol Avansino | 530-313-8520 |  |  |  | carol.avansino@bi.com |
| CJIS Group | Luke | 850-926-9800 | 2758 Costal Hwy. US98 | Crawfordville | FL | luke@cjisgroup.com |
| CJIS Group | David Shattuck | 850-270-5602 | 124 Marriot Drive | Tallahassee | FL | [dshattuck@cjisgroup.com](mailto:dshattuck@cjisgroup.com) |
| DelTek | Luke Harris | 703-885-9524 |  |  |  | LukeHarris@deltek.com |
| DelTek | Jhon Paul Cantos | 703-345-5963 |  |  |  | [jhoncantos@deltak.com](mailto:jhoncantos@deltak.com) |
| EMI | Sheldon Forehand | 208-880-5186 |  |  |  | [sheldonforehand@me.com](mailto:sheldonforehand@me.com) |
| G4S | Kevin Nelson | 253-853-2061 |  |  |  | kevin.nelson@sentrak.us.com |
| GPS Monitoring Solutions, Inc. |  |  |  |  |  | [info@gpsmonitoring.com](mailto:info@gpsmonitoring.com) |
| Iten Corporation | Bobby Shoib | 214-320-9058 | 5050 Quorum Dr., Suite 700-130 | Dallas | TX | [sales@itencorp.com](mailto:sales@itencorp.com) |
| Leaders in Community Alternatives | Linda Connelly | 415-546-5222 | 1035 Market Street, Suite 550 | San Francisco | CA | lconnelly@lcaservices.com |
| Leaders in Community Alternatives | Leslie Summers | 415-525-5595 | 1035 Market Street, Suite 550 | San Francisco | CA | lsummers@lcaservices.com |
| MicroPower Technologies | Jim Stough | 949 813-3741 |  |  |  | Jim.stough@micropowerapp.com |
| Protech | Paul Drews | 813-749-5454 |  |  |  | pdrews@ptm.com |
| SCRAM Systems | Betsy Fox-Guy | 505-200-1027 |  |  |  | [bfoxguy@scramsystems.com](mailto:bfoxguy@scramsystems.com) |
| Secure Alert | J.L. Hastings II | 510-517-0941 |  |  |  | jlhastings@securealert.com |
| Sentinel Advantage |  |  |  |  |  | [Sales@SentinelAdvantage.com](mailto:sales@sentineladvantage.com?Subject=) |
| STOP | David P. DeGeorge | 916-553-3111 | 1212 N. Post Oak Rd., Suite 100 | Houston | TX | ddegeorge@stopllc.com |
| STOP | Greg Utterback | 832-553-9502 | 1212 N. Post Oak Rd., Suite 100 | Houston | TX | gutterback@stopllc.com |
| Vigilnet |  |  |  |  |  | [northwest@vigilnet.com](mailto:northwest@vigilnet.com) |