

ZONE 7 WATER AGENCY



REQUEST FOR PROPOSAL No. 2019-16 for Security Guard Services

MANDATORY PRE-PROPOSAL CONFERENCE

December 11, 2018, 10:00 a.m.
Zone 7 Water Agency, Administration Office 100 N.
Canyons Parkway
Livermore, CA 94551

RESPONSE DUE

by

10:00 a.m.

on

December 20, 2018

at

Zone 7 Water Agency, Administration Office
100 N. Canyons Parkway
Livermore, CA 94551

All information regarding this Request for Proposal can be found at
<https://www.zone7water.com/business/construction-business-opportunities> or contact Karen Bartels at
Email: kbartels@zone7water.com; Phone: 925.454.5039.
Thank you for your interest!

**ZONE 7 WATER AGENCY
REQUEST FOR PROPOSAL No. 2019-16
For
Security Guard Services**

TABLE OF CONTENTS

	Page
I. STATEMENT OF SERVICES	
A. Purpose	3
B. Objective	3
C. Bidder Qualifications	3
<u>Security Officer Qualifications</u>	4
<u>Training and Certifications</u>	4
D. Scope of Services	5
E. Definition of Services	7
<u>Specific Requirements</u>	8
<u>Uniforms and Equipment</u>	10
<u>Reports</u>	10
<u>Holidays</u>	12
II. CALENDAR OF EVENTS	12
III. AGENCY PROCEDURES, TERMS AND CONDITIONS	
F. Evaluation Procedure & Criteria.....	12
G. Notice of Recommendation to Award	13
H. Bid Protest/Appeals Process	13
I. Term/Termination/Renewal	14
J. Contract Evaluation and Assessment.....	14
K. Pricing	15
L. Award.....	15
M. Invoicing	16
N. Account Manager/Support Staff	16
O. Debarment and Suspension.....	16
IV. INSTRUCTIONS TO BIDDERS	
P. Inquires.....	17
<u>Pre-proposal Conference (Mandatory)</u>	17
Q. Submittal of Proposals	17
V. ACRONYM AND TERM GLOSSARY	19
ATTACHMENTS	
Exhibit A – Acknowledgement	
Exhibit B - Bid Form	
Exhibit B1 – Service Locations	
Exhibit B2 – Site Specific Security Services	
Exhibit C1 – Current References	
Exhibit C1 – Former References	
Exhibit D – Exceptions, Clarifications, Amendments	
Exhibit E – Sample Standard Agreement	
Exhibit F – Acknowledgment of Insurance	
Exhibit G – Debarment and Suspension Certification	
Exhibit H - Response Content & Submittals Checklist	

STATEMENT OF SERVICES

A. Purpose

Zone 7 Water Agency (hereafter referred to as “Agency”) is accepting proposals from qualified individuals, firms, partnerships, and corporations having specific experience in providing unarmed stationary and mobile patrol security guard services to various ZONE 7 WATER AGENCY locations in accordance with the specifications, terms and conditions stated within this RFP and any accompanying Addenda which may be issued as a result of this RFP.

The primary purpose of the Security Services contract is to protect the public drinking supply and provide a safe and secure working environment for Agency employees.

B. Objective

The objective is to enter into a three year contract with the selected offerer to provide security services for the Agency’s facilities stated within this RFP. The term of any agreement awarded will be July 1, 2019 through June 30, 2022 with an option to extend for two additional one-year terms. The Agency may award this contract to a single vendor or to multiple vendors based upon the type of security services required.

C. Bidder Qualifications

The Agency desires to contract with qualified vendors who meet the specifications of this RFP and who maintain a quality and performance standard as exhibited in its contracted security guard services. This quality and performance standard will be measured by the references submitted with offerer’s response, and the Agency’s current and past experience with Security Guard and Patrol companies and agencies. The minimum qualification criteria for all vendors include, but are not limited to, the following:

1. Offerer shall be regularly and continuously engaged in the business of providing satisfactory security officer services as a licensed Private Patrol Operator.
2. An owner, partner or corporate officer must possess a current Private Patrol Operator License from the State of California Department of Consumer Affairs. The Agency reserves the right to contact the Department of Consumer Affairs to confirm a current license and to check for any complaints on file.
3. Offerer shall possess a current Private Patrol permit from the city or Agency in which they maintain a business address, and all licenses and professional credentials necessary to perform services as specified under this RFP.
4. Offerer shall have a minimum of five (5) years of experience in providing unarmed stationary and mobile patrol security services. Experience gained while associated, affiliated or employed as a security officer of another Private Patrol Operator does not qualify. A newly formed firm can qualify if at least two (2) principals each have five (5) or more years’ experience as a security manager or as a Private Patrol Operator.
5. Offerer shall submit documentation demonstrating the company’s programs and/or procedures for recruitment, screening, training and supervision of their security officers.

Security Officer Qualifications

6. “Mobile Patrol” and “Stationary” guard assigned to the Agency will have a minimum of one (1) year experience working as a security officer/guard. The Agency will maintain the right to decline the Contractor’s placement of “Mobile Patrol” and “Stationary” guards which may not be appropriate to the buildings’ or location environment. The Contractor agrees that staff placements will be mutually acceptable to Agency and the Contractor.
7. Security officers must be able to communicate fluently in English.
8. Driver’s License: All guards who operate a mobile vehicle in performance of this contract shall possess a valid State of California Driver’s License. There shall be no exception to this requirement.

Training and Certificates

9. Stationary guards shall have completed the required 40-hour skills training course as regulated by the State of California Bureau of Security and Investigative Services (BSIS), Division 7 of Title 16 of the California Code of Regulations, Article 9. Skills Training Course for Security Guards and have a Security Guard Registration and Certification (<http://www.bsis.ca.gov>). Security guards shall have a current and valid guard registration card in their possession. Any “Stationary” guards assigned to the Agency will have a minimum of three (3) years’ experience working as a security officer/guard.
10. “Mobile Patrol” patrol officers assigned to the Agency are required to have a minimum of five (5) years’ experience working as a security officer/guard including mobile patrol experience. Due to the nature of the mobile patrol scope of services, mobile patrol officers will be required to have 24 hours of site specific training.
11. Contractor’s employees shall possess all licenses, registrations and permits required by the State of California, Bureau of Security and Investigative Services. Such licenses and permits are to be presented to the Agency prior to the contract signing and for the appointed guard before reporting to duty.
12. Contractor must provide written proof to Agency of an “Mobile Patrol” and “Stationary” guards completion (or evidence of completion of the required hours as set forth in the above paragraphs) of the mandatory training administered by the private patrol operator or by a certified training facility.
13. This training shall be paid for by the Contractor, and such costs should be factored into the Contractor’s quoted prices, as the Contractor will not otherwise be compensated by the Agency for these costs.
14. Additional, replacement or relief “Mobile Patrol” and “Stationary” guards provided by the Contractor shall be the same caliber and possess the same training as the regularly assigned “Mobile Patrol” and “Stationary” guards.
15. All relief “Mobile Patrol” and “Stationary” guards (covering for vacations or sick leave) shall be trained and familiar with the procedures, duties and responsibilities required of “Mobile Patrol” and “Stationary” guards at all Agency locations.
16. Weapons of Mass Destruction (WMD) and Terrorism Awareness training is required of all “Mobile Patrol” and “Stationary Guard” officers reporting to Zone 7. The Contractor will be responsible for the costs of this training program. There is a bulletin available which lists this training course in the form of a DVD and CDROM and will be provided to all licensed private patrol operators and BSIS licensed training facilities at no charge. https://www.bsis.ca.gov/industries/wmd_video.shtml

D. Scope of Services

The Agency contracts with private Security Guard and Patrol agencies to station full-time security officers, which include stationary and patrolling positions at 17 sites within the Livermore, Pleasanton, and Dublin areas. Two of the 17 sites also include stationary guard services.

The requirements and responsibilities of these positions depend upon the location and shall be briefly described within this RFP and in the Post Orders at each specific location. Positions may vary in length. A typical shift for stationary guards is 9 hours 5 days per week. A typical shift for the mobile patrol officers is 8 hours 2 days a week. As stated, positions may vary in length. The service areas include treatment facilities, well sites, and office buildings. Some locations may require second and third shift security officers and some officers have roving responsibilities. Additional details are provided in Exhibit B2-Site Specific Security Services. Site specific responsibilities will be developed in Task Orders within contracts that result from this RFP.

“Stationary” Guards. Contractor shall provide unarmed guards for stationary post positions at Del Valle Water Treatment Plant location in Livermore and the Patterson Pass Water Treatment Plant location in Livermore Monday through Friday 7:00 am to 4:00 pm. These hours and days may increase or decrease depending on the Agency’s business needs and on the alert security level. The “Stationary” guard’s primary duties are to observe and document incoming and outgoing traffic and open gates as described in the Site-Specific Protective Measures (SSPM) which will be provided to the Contractor prior to start date. Other duties and responsibilities of guards who hold stationary post positions shall include, but are not be limited to, the following:

- a. Maintain a high level of visibility at all times as a deterrent.

Weapons are not allowed on Agency premises (with the exception of weapons worn by Sheriff’s Deputies/personnel, and other law enforcement officers). If the “Stationary” guard suspects someone of possessing a weapon, he/she **shall notify 9-1-1** at once and leave their cell phone number so the security guard can notify the following:

Del Valle Water Treatment Plant	Patterson Pass Water Treatment Plant
1. Water Plant Operator	1. Water Plant Operator
2. Facility Supervisor	2. Facility Supervisor
3. Agency Operations Manager	3. Agency Operations Manager
4. Agency Designee, Sr. Engineer	4. Agency Designee, Sr. Engineer

(Call in order above until a person is reached)

- b. Inform relief “Stationary” guards of any special situations or instructions
- c. May be required to patrol the location or building by foot at regular intervals or at the beginning, end of a shift, or as needed.
- d. “Stationary” guards must be able to read, understand, and enforce the checkpoint procedures and control facility access by operating manual and/or electronic gates.
- e. Security to verify all facility entrants by means of identification badge, picture ID, contractor/consultant listing on Entrant Log and as described in the SSPM. Log time in/out of person or driver entering/exiting facility.

Security guards who hold stationary post positions shall not:

- 1) Allow objects to be left unattended at any time near buildings or near the post sites. In the event of a bomb threat, the “Stationary” guards shall gather as much information as possible (such as time, names, location, what was said), and convey this information immediately to 9-1-1 and the Agency Water Facilities Supervisors, and also call the Agency Operations Manager, Agency designee, and Senior Engineer.

If evacuation is ordered, the “Stationary” guards shall assist with the removal of all site occupants in an orderly and safe manner. The “Stationary” guards shall notify authorities of anything suspicious or out of place that has been observed during the evacuation. If a suspicious object is located, “Stationary” guards shall take the following precautions:

- a) Do not touch, move, or disturb the object;
 - b) Get a good description of the object – size, color and markings;
 - c) Note the exact location of the object;
 - d) If requested by the Agency Facility manager, another Agency manager, and/or the 9-1-1 operator, begins clearing all persons from the immediate vicinity in an orderly and safe manner;
 - e) Cordon off the area and deny re-entry; and
 - f) **DO NOT USE A PAGER, RADIO OR CELLULAR PHONE** near the suspicious object, since these may detonate some explosive devices. Exercise caution and advise others not to use pagers, radios or cellular phones near the facility.
- 2) Unlock doors unless so authorized by the Agency Water Facilities Supervisor, Operations Manager or Agency designee, Senior Engineer.
 - 3) Use Agency offices, equipment or supplies; read, rearrange, or remove material from offices, and they shall not permit any unauthorized person(s) to do so. “Stationary” guards shall not sit on desks, cabinets, tables, or rest feet on desk tops or open desk drawers, etc.
 - 4) Possess or use illegal substances or drink alcohol on the job. “Mobile Patrol” and “Stationary” guards” under the influence of alcohol or illegal drugs while on duty will be promptly dismissed.
 - 5) Engage in dialog or private conversations with Zone 7 staff that disrupt duty work.
 - 6) Wear headphones while on duty unless they are part of a Agency-provided communications device.
 - 7) Converse privately with acquaintances or personal visitors while on duty.
 - 8) Read books, magazines, or newspapers while on duty; use unauthorized computers or cell phones for personal use; or text while on duty.
 - 9) No soliciting Agency staff , or request or accept any kind of credit or loan from Agency staff or surrounding businesses.
 - 10) Accept any gifts or gratuities
 - 11) Occupy their personal vehicles while on duty
 - 12) Bring any unauthorized personnel, family members, pets, or friends on site.

“Mobile Patrol” Officers. The “Mobile Patrol” officer(s) has a varied schedule of days and hours. Patrols for Agency travel approximately 132 miles in an (8) hour shift covering all locations. The days, hours, and miles covered may increase or decrease, depending on Agency’s business need. The Agency allows the patrol to start at different locations on pre-established routes.

The “Mobile Patrol” primary duties are to observe, report on facilities as described and listed in the Mobile Patrol Basic Procedures which shall be given to the Contractor prior to start date. The duties are not limited to the information listed above.

E. Definition of Services. *(This section provides additional information to the Scope of Services and calls out all Special Requirements and Responsibilities for the Contractor)*

1. Offerer shall identify the key personnel of the project team, as applicable during a contract term, and agrees to the following:
 - a. Contractor agrees that it shall not transfer or reassign the individuals identified as Key Personnel or substitute subcontractors without the express written agreement of Zone 7. Agreement shall not be unreasonably withheld. Should such individual(s) in the employ of Contractor no longer be employed by Contractor during the term of any Agreement, Contractor shall make a good faith effort to present to Agency an individual or individuals with greater or equal qualifications as a replacement subject to Agency’s approval. Approval shall not be unreasonably withheld.
2. The approval of the Agency to a requested change shall not release Contractor from its obligations under this Agreement.
3. Prior to employment and assignment to any security position, a mandatory background check is required of all “Stationary” guards and “Mobile Patrol” officers assigned to Zone 7. Additionally, security officers driving vehicles on Agency property must have a valid driver’s license verification. Written verification must be submitted to Agency prior to security employee(s) assignment.
4. During the entire term of an awarded contract, each fiscal year (July 1) the Contractor must update the background checks of their assigned “Mobile Patrol” and “Stationary” guard employees and present the updates to Agency.
5. Zone 7 reserves the right to reduce or increase the number of service days and/or hours of the “Mobile Patrol” and “Stationary” guards including eliminating service depending on various events affecting the designated locations at no additional cost to the Agency. Contractor must accept flexible day and hour scheduling for “Mobile Patrol” and “Stationary” guards as part of this contract.
6. Zone 7 requires the Contractor to have “Mobile Patrol” and “Stationary” guards available for twenty-four (24) hour call up with a response time anywhere from one (1) hour to a maximum of twenty-four (24) hours depending on the need. Additional cost for twenty-four hour call up service is stated on EXHIBIT B.
7. Zone 7 anticipates a paid orientation session totaling four (4) hours for the Del Valle and Patterson Pass Water Treatment Plant “Stationary” guards” and “Mobile Patrol” officers. After the guards are initially trained, it will be the responsibility of the Contractor to train additional guards at their expense. Zone 7 will not be providing any HAZMAT training other than informing “Mobile Patrol” and “Stationary” guards of potential hazards contained on the site, (Proposition 65 acknowledgement forms with appropriate Material Safety Data Sheets (MSDS), as required by Federal and State regulations, during the initial (4) hours of paid orientation.

8. Contractor shall provide vehicles for Mobile Patrol security services. Security vehicles must be clearly marked to indicate security presence. Vehicle identification must be a minimum size of 4-inches or be approved by Agency. All charges for vehicles and costs including mileage are to be included in the total hourly bill rate.
9. Contractor is authorized to park a vehicle in a designated area on Agency property maintained by Zone 7 for the sole purpose of providing roving patrol services at Zone 7 locations. The Agency will not be held liable or responsible for any theft, vandalism or other damages to the vehicle while on Agency property. Contractor will be responsible for all general and automobile liability exposures relating to any Contractor Security vehicle while on Agency property during the entire term of this contract.
10. Weapons of Mass Destruction (WMD) and Terrorism Awareness training is required of all "Mobile Patrol" and "Stationary Guard" officers reporting to Zone 7. The Contractor will be responsible for the costs of this training program. There is a bulletin available which lists this training course in the form of a DVD and CDROM and will be provided to all licensed private patrol operators and BSIS licensed training facilities at no charge. https://www.bsis.ca.gov/industries/wmd_video.shtml
11. Specific Requirements:
 - a. Contractor shall be in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to their operation.
 - b. Contractor shall respond with additional "Mobile Patrol" and "Stationary" guards to any Zone 7 locations within twenty-four (24) hours of a request and respond to normal service requests the following day. Contractor shall be capable of responding to all service requests from Agency designee, Senior Engineer or Operations Manager.
 - c. In case of an emergency or unusual event, all employees of Contractor located on the sites shall be subject to the direction of any Agency Water Facilities Supervisor, or designee.
 - d. Contractor must be able to deploy their employees to Agency sites in an organized, efficient manner on the first day, as agreed, of the contract execution date.
 - e. Contractor must have sufficient "Mobile Patrol" and "Stationary" guard personnel who possess a current Security Guard Registration and Certification (<http://www.bsis.ca.gov>) to fill the positions, and maintain additional personnel to provide the necessary coverage for vacation, sick time and other leaves as they may occur.
 - f. In the event a "Mobile Patrol" and/or "Stationary" guard is unable to perform his/her duties during a shift due to illness or injury, the Contractor shall provide a replacement officer within one (1) hour from the time the post is vacated to finish shift or complete rounds and services.
 - g. Contractor shall designate a permanent member of its management staff at no additional cost to the Agency, to act as a Security liaison between Agency personnel and "Mobile Patrol" and "Stationary" guard.
 - h. Contractor shall provide the name, telephone number, pager or cell phone number, facsimile number, email address and office address of the designated Security liaison to Agency's designated staff person. Contractor shall provide updated information to the Agency's designated staff person for all replacement "Mobile Patrol" and "Stationary" guards for the duration of the contract.

- i. The Security liaison shall be available on an on-call basis 24 hours a day, 7 days a week by cell phone to the “Mobile Patrol” and “Stationary” guards and Agency’s designated staff person. The Security liaison is responsible for, but not to limited, the following:
 - 1). Work with the Agency’s designated personnel to develop a high standard of professional security service which meets the needs of the Agency.
 - 2). Develop or review written Post Orders with an emphasis on the needs of the Agency and as specified by Agency management in the Del Valle Water Treatment Plant scope of work, Patterson Pass Water Treatment Plant scope of work, and Wells and Pump Stations scope of work. Binders (here-in specified as notebook binder containing Scope of Work and Site Specific Protective Measures) shall be given to ABC Security’s Contract Manager via the Security liaison prior to start date. Written post orders for each Agency location assignment shall be completed and reviewed by the Contractor’s Security liaison and submitted to Agency for review and approval within fifteen (15) business days from the first day of each location assignment. The Contractor agrees to follow Agency procedures and Site-Specific Protective Measures provided by the Agency until post orders are approved by the Agency. Failure to follow Agency procedures and Site-Specific Protective Measures will constitute a material breach of contract and shall be grounds for immediate contract termination.
 - 3). Review post orders for adds and edits with the Agency’s designated staff person at least twice a year at agreed to dates each year. Contractor will re-issue post orders with new edits within one (1) month of the requests, and will go over the changes with each “Mobile Patrol” and “Stationary” officer (including new hires/replacements and substitutes for vacation and/or sick leave).
 - 4). Respond in a timely manner, within two (2) hours or less, to requests from the Agency’s designated staff person for follow-up with appropriate action and/or recommendations on any incidents or complaints involving “Mobile Patrol” and “Stationary” officers employed by Contractor or it’s subcontractor.
 - 5). Keep Agency’s designated staff person apprised of security issues, which affect the safety of the staff and employees, and make appropriate recommendations for improvement.
 - 6). Promptly report any unusual event or emergency (such as an accident on the property, break-ins or broken windows, suspicious unmarked packages) to the Agency’s designated staff person or Water Facilities Supervisor for each location. These incidents shall be followed by a written report submitted to the Agency’s designated staff person within twenty-four (24) hours of the incident or event.
 - 7). Investigate all complaints received about the “Mobile Patrol” and “Stationary” officers, and inform Agency designee of remedial action(s) taken.
 - 8). Ensure that incident reports and other written documentation requested are forwarded to the appropriate Water Facilities Manager for each location and the Agency’s designee within twenty-four (24) hours of the incident or event.
 - 9). Proper conduct is expected of “Mobile Patrol” and “Stationary” guards when on Agency premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.

- 10). The Agency has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself or perform quality work.
- 11). It is the Contractor's responsibility to conduct a thorough criminal background check on all "Mobile Patrol" and "Stationary" guards assigned to any Zone 7 facility to ensure that "Mobile Patrol" and "Stationary" guards have no history of a criminal record. A copy of the written verification that the guard has passed the Contractor's background checks must be provided to the Agency's designated staff person prior to assignment at any Agency facilities. The Contractor will conduct annual background checks for security personnel and provide a summary of the results to the Agency's designee by July 1st of each year or just prior to a new contract.

12. Uniforms and Equipment

All of contractor's personnel who perform work under this contract shall be uniformed and shall wear a numbered badge. The uniform shall be a police/military-style uniform in one or a combination of the following colors: dark blue, dark gray, forest green or tan. Lighter color or white shirts may be worn in the summer months. Uniform shoes/boots shall be black.

Personal cleanliness and neatness are basic requirements for all security personnel. The following guidelines must be adhered to:

- The uniform will be kept clean and in good repair. Faded shirts must be replaced promptly
- All security personnel shall practice good grooming and hygiene practices

"Mobile Patrol" and "Stationary" guards reporting to Zone 7 are to be supplied dedicated company owned cell phones to communicate and receive calls with Zone 7 employees and 911 at the Contractor's expense. Cell phone numbers shall be given to the Zone 7 designated staff person before "Mobile Patrol" and "Stationary" guards report on the first day at each location assignment. The Security liaison shall ensure that the Zone 7 designee have accurate cell phone numbers at all times. Failure to provide cell phones and numbers and remain in contact with Zone 7 will be grounds for contract termination.

"Mobile Patrol" and "Stationary" guards are not to carry handguns, batons, mace, or handcuffs. Failure to ensure security personnel do not carry or possess weapons on/off Agency property will be grounds for termination.

13. Reports:

Contractor shall require "Mobile Patrol" and "Stationary" guards to maintain an Officer's Daily Activity Report (DAR)/Entrant log and any reports or information requests in a binder for the Del Valle Water Treatment Plant and Patterson Pass Water Treatment Plant locations. Wells, Pump Stations, Parkside and North Canyons buildings DAR/reports shall be dropped in the lockbox or mail slot located at the Parkside office. The "Mobile Patrol" and "Stationary" guards will complete all activities during each shift for the entire term of the contract. The Contractor will provide copies of these reports to Agency Water Facilities Supervisor at each location at the end of each shift. Offerer shall submit a copy their Daily Activity Report with the proposal.

Incident reports must be in English and are to be clear, concise, factual and to the point. Reports must be printed or typewritten. Incident reports shall be written for any of the following situations:

- a. Any damage occurring on or near Agency property;

- b. Any theft or burglary, attempted or otherwise, occurring inside or outside of the Agency facility or location;
- c. Suspicious circumstances observed by the “Mobile Patrol” and “Stationary” guards;
- d. Police activities on or near the Agency’s property;
- e. Fire Department activities on or near the Agency’s property;
- f. Accidents occurring on or near the Agency property; and
- g. Any unusual occurrences which the “Mobile Patrol” and “Stationary” guards determines should be reported.

Reports are to be printed or typewritten and are to include the following information:

- (1) Names of the person(s) involved in the incident;
- (2) Location of the incident;
- (3) Exact time and date of the occurrence;
- (4) Description of the event(s);
- (5) List of any injuries incurred and by whom; and
- (6) Emergency services or other agencies called.

Offerer shall submit a copy their Incident Report with their proposal.

Routine Reports: The original report must be given to the Agency Water Facilities Supervisor by the end of each shift. The Water Facilities Supervisor or designee will be notified immediately of any incidents by phone. Incidents in this category include, but are not to be limited to incidents where:

- a. There is harmful physical contact with another person or person(s) (e.g. visitor and/or staff);
- b. The officer witnesses a crime or other type of unusual occurrence or activity;
- c. There is involvement with an outside law enforcement agency;
- d. An arrest is made;
- e. Building staff or personnel specifically requested security assistance or intervention;
- f. Any person refuses or is unwilling to comply with a reasonable request or direction given by the “Mobile Patrol” and “Stationary” guards;
- g. Injuries requiring medical attention occur; and
- h. Damage or loss of property occurs.

Critical Reports: The original report is to be filed with the Contractor’s manager, Agency Water Facilities Supervisor and the Agency designated staff person at the end of the shift on which the incident occurred. The Agency Water Facilities Supervisor and the designated staff person will be notified immediately of any incidents by phone. Incidents in this category are incidents in which one or more of the following occur:

- a. Building break-ins;
- b. Injuries;
- c. Verbal and or physical assaults;
- d. Seizure;
- e. Loss of consciousness; and
- f. Death.

Daily Attendance Log. Contractor shall keep a daily attendance log for all Security Officers assigned along with a weekly summation of all hours worked and must be able to provide this documentation upon request.

14. Agency Holidays. The following is a list of designated Agency holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving (Thursday & Friday)
- Christmas Day

I. CALENDAR OF EVENTS

Event	Date/Location	
RFP Issued	November 26, 2018	
Written Questions Due	by 12:00 p.m. on December 13, 2018	
Pre-Proposal Conference	Tues., December 11, 2018, at 10:00 a.m.	at: Zone 7 Water Agency 100 N. Canyons Pkwy. Livermore, CA 94551
Addendum Issued	December 14, 2018	
Response Due	December 20, 2018 by 10:00 a.m.	
Evaluation Period	December 21 – 31, 2018	
Offerer Interviews	January 14 – 18, 2019 (dates to keep open)	
Recommendation to Award Date	February 20, 2018 or later	
Contract Start Date	July 1, 2019	

Note: Evaluation Period and Interview dates are approximate.

It is the responsibility of each offerer to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a proposal, the offerer certifies that if awarded a contract they will make no claim against the Agency based upon ignorance of conditions or misunderstanding of the specifications.

II. AGENCY PROCEDURES, TERMS AND CONDITIONS

F. Evaluation Procedures & Criteria

1. All proposals will be reviewed to determine responsiveness. Unresponsive proposals will be removed from consideration and notified in writing.
2. Responsive proposals will be reviewed and ranked by an evaluation team of Agency staff and any others as deemed appropriate by the Agency. Evaluation criteria will include, but is not limited to:
 - Proposal quality (General response to the RFP)
 - Qualifications and experience (Company experience and expertise in performing security services)
 - Understand and Approach to Contract
 - Quality and professionalism of key personnel and security officers. (Qualifications of key personnel and security officers; key personnel's level of involvement; adequacy of labor

- commitment; transition procedures; strength and stability of the firm,
- Ability to be responsive to the Agency's security service
- Conscientious approach to risk management through hiring practices, training of officers, safety policies, competent management and supervision, and problem solving.
- Price Proposal
- Financial Stability

3. At the Agency's sole discretion, oral interviews may be held with top scoring firms.

G. Notice of Recommendation to Award

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all Offerers will be notified of the contract award recommendation, if any, by the Agency. The document providing this notification is the Notice of Award.
2. At the conclusion of the RFP process, debriefings for unsuccessful Offerers will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's proposal with the Buyer. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Offerer.

H. Bid Protest/Appeals Process

The Agency 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 Offerers wish to protest the bid process or appeal the recommendation to award a contract for this project.

1. Any bid protest must be submitted in writing to Zone 7 Water Agency, Attn: Osborn Solitei, Assistant General Manager, Finance (AGM, Finance), 100 North Canyons Pkwy. Livermore, CA 94551. The bid protest must be submitted before 5:00 p.m. of the tenth (10th) business day following the date of the Notice of Award.
 - a. The bid protest must contain a complete statement of the basis for the protest.
 - b. The protest must include the name, address and telephone number of the person representing the protesting party.
 - c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest.
 - d. The procedure and time limits are mandatory and are the Offerer's sole and exclusive remedy in the event of Bid Protest.
2. Offerer's failure to comply 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.
3. Upon receipt of written protest/appeal, the AGM, Finance will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.
 - e. Responses will be issued and/or discussed at least five (5) days prior to an award being made.

- f. Responses will inform the Offerer whether or not the recommendation for Award is going to change.
4. The decision of the AGM, Finance may be appealed to the General Manager located at 100 North Canyons Pkwy. Livermore, CA 94551. Fax: (925) 454-5723. All appeals to the General Manager shall be in writing and submitted within five (5) calendar days of notification of decision by the AGM, Finance.

The decision of the General Manager is the final step of the appeal process.

I. Term/Termination/Renewal

1. The term of the contract, which may be awarded pursuant to this RFP, will be three (3) years.
2. The Agency has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the Agency should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The Agency may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the Agency reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the Agency reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
3. The Agency may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any Agency Fiscal Year, for reason of non-appropriation of funds. In such event, the Agency will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the Agency will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
4. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for two additional one-year terms at agreed prices with all other terms and conditions remaining the same.

J. Contract Evaluation and Assessment

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the Senior Engineer and/or other persons designated by the Agency will meet with the Contractor to evaluate the service performance and to identify any issues or potential problems.

The Agency 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 services were evidenced which make it unlikely (even with possible modifications) that such services have met the Agency requirements.

If, as a result of such determination, the Agency concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract, and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for returning Agency facilities to their original state at no

charge to the Agency. The Agency will have the right to invite the next highest ranked bidder to enter into a contract. The Agency also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

K. Pricing

1. Hourly rates and monthly fees quoted shall be firm for the first three (3) years of any contract that may be awarded pursuant to this RFP. Proposer may include pricing for the 2 additional optional contract terms.
2. Hourly rate and monthly fee increases for the fourth and fifth years of any contract awarded as a result of this RFP shall not exceed the percentage increase stated by the Offerer on the EXHIBIT B- Bid Form.
3. **All hourly rate and monthly fee bids for designated shifts are to include compensation for holidays.** The Agency will pay for all days worked and will not pay premiums for holidays.
4. The Agency will only pay straight time hourly rates quoted for all shifts even for those shifts designated as exceeding eight (8) hours.
5. Any rate or fee increases for any subsequent terms of the contract(s) shall be negotiated between the Vendor(s) and the Agency only after completion of the initial three (3) year term of the contract(s). Requests for rate or fee increases after the initial term must be submitted in writing to the Agency by the Vendor(s) at least ninety (90) days prior to the expiration date of the initial term of any contract awarded pursuant to this RFP. Vendor(s) must provide written evidence of cost increases which substantiate any increases in requested hourly rate(s) or monthly fee(s).
6. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
7. The hourly rates or monthly fees quoted shall be the total cost the Agency will pay for these services.
8. All rates or fees quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
9. Federal and State minimum wage laws apply.

L. Award

1. The Agency reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.
2. The Agency reserves the right to award to a single or multiple contractors.
3. The Agency has the right to decline to award this contract or any part thereof for any reason.
4. Board approval to award a contract is required.
5. A Standard Agreement contract must be signed following Board approval.
6. Final Standard Agreement terms and conditions will be negotiated with the selected Offerer. A sample of the Agency's Standard Services Agreement is attached (Exhibit E).

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

M. Invoicing

1. Contractor shall invoice the Agency, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory performance of services.
3. Agency shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain Agency 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 PO.
8. The Agency will pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.

N. Account Manager/Support Staff

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the Agency account/contract. The account manager shall receive all orders from the Agency and shall be the primary contact for all issues regarding Offerer'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 Agency 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 Agency requirements and standards and work with Agency staff to ensure that established standards are adhered to.
4. Contractor shall respond to emergency services within one (1) hour of request and respond to normal service requests the following day in the a.m. Contractor(s) shall be capable of responding to all service requests regardless of their location in the Agency.

O. Debarment and Suspension

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Offerer will be screened at the time of RFP response to ensure Offerer, its principal and their named subcontractors are not debarred, suspended or

otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The Agency will verify Offerer, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov; and
- Offerers are to complete a Debarment and Suspension Certification form, Exhibit G attached, certifying Offerer, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government and return with their proposal.

III. INSTRUCTIONS TO BIDDERS

P. Inquires

Questions related to the RFP must be directed to Karen Bartels, Buyer II, Phone: 925.454.5039; Email: kbartels@zone7water.com; Address: 100 N. Canyons Pkwy. Livermore, CA 94551.

Questions shall be submitted in writing by October 25, 2013. Questions submitted, including those documented at any Pre-Proposal Conference will be answered and distributed with an RFP amendment/addendum to all potential offerers who received a copy of the RFP. Amendments/Addendums will also be posted on the Agency website at <http://www.zone7water.com/construction-business-opportunities>

Pre-Proposal Conference

A **mandatory** pre-proposal conference will be held to:

- Provide an opportunity for Offerers to ask specific questions about the project and request RFP clarification.
- Provide the Agency with an opportunity to receive feedback regarding the project and RFP.

The pre-proposal conference will be held on December 11, 2018 at **10:00 a.m. at Zone 7 Water Agency, Administration Office 100 N. Canyons Parkway, Livermore, CA 94551.** Failure to attend the pre-proposal conference will negate any proposal rendered.

Written questions submitted prior to the pre-proposal conference, in accordance with the Calendar of Events, and verbal question received at the pre-proposal conference, will be addressed whenever possible at the conference. All questions received at the pre-proposal conference and written questions submitted will also be answered and distributed to all offerers in RFP Addendum following the pre-proposal conference.

Vendors who attend the pre-proposal conference will be added to the Vendor Bid List.

Q. Submission of Proposals

1. Proposals shall be submitted in a sealed envelope and clearly marked **“Request for Proposal No. 2019-16”** and submitted no later than 10:00 a.m., Pacific Standard Time, Thursday, December 20, 2018, 2013 to:

Zone 7 Water Agency - Purchasing
100 N. Canyons Pkwy.
Livermore, CA 94551

NOTE: Late and/or unsealed bids cannot be accepted. If hand delivering bids please allow time for traffic.

All bids, whether delivered by an employee of Offerer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Agency's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Offerer's are to submit an original plus four (4) copies of the proposal. Original proposal is to be clearly marked and must be either loose leaf or in a 3-ring binder, **not** bound.
3. Offerer's name and return address must also appear on the mailing package.
4. No telegraphic, email (electronic) or facsimile proposals will be considered.
5. Offerer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its proposal.
6. Submitted proposals shall be valid for a minimum period of 90 days.
7. All costs required for the preparation and submission of a proposal shall be borne by Offerer.
8. Proprietary or Confidential Information: No part of any bid response is to be marked as confidential or proprietary. Agency may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. Agency shall not be liable in any way for disclosure of any such records. Additionally, all bid responses shall become the property of Agency. Agency reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, *et seq.*).
9. All other information regarding the bid responses will be held as confidential until such time as the Agency Selection Committee has completed their evaluation and, or if, an award has been made. Offerers' will receive mailed award/non-award notification(s), which will include the name of the Offerer to be awarded this project. In addition, award information will be posted on the Agency's "Contracting Opportunities" website, mentioned above.
10. Each proposal received, with the name of the Offerer, 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.

Proposal Content

1. Proposal responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for proposals to be considered complete, Offerer must provide all information requested. See Exhibit H, Response Content and Submittals Checklist.

VI. ACRONYM AND TERM GLOSSARY. Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Alarm Response	Shall mean security officers who are not stationed on a Agency site but report to a Agency site when a warning summons them
Bid	Shall mean the Offerers'/contractors' response to this Request
Offerer	Shall mean the specific person or entity responding to this RFP
Blanket Purchase Order or BPO	A purchase order, usually for services, that encumbers an estimated sum of money required for the fiscal year, that is paid out upon receipt of invoices on a scheduled basis (usually monthly)
Board	Shall refer to the ZONE 7 WATER AGENCY Board of Directors
BSIS	State of California Department of Consumer Affairs Bureau of Security and Investigative Services
Change Order	Refers to a document specifying a procedural alteration
Concierge	Shall mean a security officer who acts as a doorkeeper stationed in the lobby of a building
2019-16	When capitalized, shall refer to the ZONE 7 WATER AGENCY
Mobile Patrol	Shall mean those Officers hired to patrol Zone 7 facilities across the Valley.
Stationary Officer	Shall mean those Officers hired to provide stationary gate patrol services. Officers with guard training and certificates per section....,
Escalate	Seeking of reinforcement by appealing to a higher authority
Event Officer	Shall mean a Security Officer whose schedule is dependent upon the booking of special activities rather than a predictable weekly schedule.
Facility Manager	As used herein refers to individuals employed by the 2019-16 to manage a specific site or building.
Federal	Refers to United States Federal Government and its departments and/or agencies
F.O.B	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)
G.E.D.	Refers to Graduate Equivalency Diploma
Incident	As used herein refers to an event that requires intervention by a Security Officer or Security Agency
Incident Response	As used herein refers to the manner in which a Security Officer or Security Agency intervenes in an event
IRS	Refers to Internal Revenue Service
Labor Code	Refers to California Labor Code
OSHA	Refers to Occupational Safety and Health Administrations
Offerer	Company responding to the RFP
Policy	As used herein refers to a contingency plan to guide and determine present and future decisions
Post Orders	Refers to the specific instructions and duties for the security officer, provided by the Security firm.
Procedure	A series of steps followed in a regular, definite order
PO	Shall refer to Purchase Order(s)
Quotation	Shall mean Offerer's response to this RFP
Relief Security Officer	Shall mean security officer brought in by the vendor to cover for vacations or sick leave.
Request for Quotation	Shall mean this document, which is the ZONE 7 WATER AGENCY's request for proposal to provide the goods and/or services being solicited

	herein. Also referred herein as RFP
Response	Shall refer to Offerer's quotation submitted in reply to RFP
RFP	Request for Proposal/Quotation
Mobile Patrol	As used herein refers to Security Officer(s) who move about rather than remain stationary and checks assigned locations over the course of a shift.
Security Officer	Contract employee hired to provide improved safety for a specific Agency facility.
SSPM	Site Specific Protective Measures
State	Refers to State of California, its departments and/or agencies
Stationary Officer	As used herein refers to a Security Officer who is responsible for a single facility or a specific location within a facility
Training	Refers to skill, knowledge, and experience acquired from a teacher or classroom setting
Vendor	When capitalized, shall refer to selected Offerer that is awarded a contract

EXHIBIT A – BID ACKNOWLEDGMENT

RFP No. 2019-16 - Security Guard Services

The ZONE 7 WATER AGENCY is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

1. **Preparation of bids:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
2. **Failure to bid:** If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
3. **Taxes and freight charges:** (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) 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 Agency, will be paid by the Agency unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the ZONE 7 WATER AGENCY is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as ZONE 7 WATER AGENCY; as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the ZONE 7 WATER AGENCY are exempt from certain Federal excise taxes. The Agency will furnish an exemption certificate.
4. **Award:** (a) Unless otherwise specified by the Offerer or the RFP gives notice of an all-or-none award, the Agency may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful Offerer within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. **Patent indemnity:** Vendors who do business with the Agency shall hold the ZONE 7 WATER AGENCY, 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.
6. **Samples:** Samples of items, when required, shall be furnished free of expense to the Agency and if not destroyed by test may upon request (made when the sample is furnished), be returned at the Offerer's expense.
7. **Rights and remedies of Agency for default:** (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the Agency may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the Agency, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the Agency shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the Agency. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the Agency to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the Agency provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. **Discounts:** (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the Agency at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the Agency warrant check.
9. **California Government Code Section 4552:** In submitting a bid to a public purchasing body, the Offerer 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 Offerer 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 Offerer.
10. **No guarantee or warranty:** The ZONE 7 WATER AGENCY makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFP and Bid Acknowledgement.

Firm:
Address:
State/Zip
What advertising source(s) made you aware of this RFP?

By: _____ Date _____ Phone _____

Printed Name Signed Above: _____

Title: _____

**EXHIBIT B
 BID (COST) FORM**

RFP No. 2019-16 - SECURITY GUARD SERVICES

EXHIBIT B must be submitted showing the breakdown of Vendor hourly costs for each listed position. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total.

The total hourly bill rates listed below are to include compensation for holidays. Agency will pay for all days worked and will not pay premiums for holidays. Agency will only pay straight time hourly bill rates quoted for all shifts even those shifts designated as exceeding eight (8) hours.

In anticipation of the Affordable Health Care Act going into effect January 1, 2015, vendors may provide hourly rates with and without ACA. Call Karen Bartels at 925.454.5039 if you have any questions.

Description	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)
	Hourly Rate	Hourly Rate	Hourly Rate
Hourly Rate -Stationary Security Officer			
Hourly Rate -Mobile Patrol Officer			
Monthly Fee for 24/7 Call Up Services for Stationary & Mobile Patrol Officers			

Optional Contract Terms for Years 4 & 5:

Hourly Rate Percent Increase (Years 4 & 5): _____

Monthly Fee Increase (Years 4&5): _____

Offerer agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded.

FIRM: _____ SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

This Form must be completed, signed and submitted. Failure to submit this form will result in disqualification of bid.

EXHIBIT B1

SERVICE LOCATIONS

RFP No. 2019-16 - SECURITY GUARD SERVICES

Zone 7 has 18 service sites, 2 with stationary Guards and 18 sites for Mobile Patrol with route covering approximately 132 miles. Detailed information to be distributed at the **mandatory** pre-proposal meeting on December 11, 2018 at 10:00 a.m.

EXHIBIT B2

SITE SPECIFIC SECURITY SERVICES

RFP No. 2019-16 - SECURITY GUARD SERVICES

	A	B	C	D	E	F	G
I T E M	Dept.	Address	Weekly Schedule	Week end Staffing	Hours per Week	Total Annual (52 weeks)	Service Type
1	Zone 7	Del Valle Water Treatment Plant Livermore	One (1) Guard M-F 05:30-13:30 (8 hrs.); M-Th 13:30-18:30 (5 hrs); F 18:30-21:30 (8 hrs.); Sat 15:00-23:00 (8 hrs.) (May increase/decrease depending on security alert level)	No	76	3952 Hours	Security Officer Stationary
2	Zone 7	Patterson Pass Water Treatment Plant Livermore	One (1) Guard Monday through Friday 7:00 a.m.-4:00 p.m. (9 hrs.)(May increase depending on security alert level)	No	45	2340 Hours	Security Officer Stationary
3	Zone 7	Approximately (18) Well Sites and buildings Dublin/Pleasanton/Livermore Distance 132 Miles	Two eight (8) hour shifts One (1) Officer per shift Varied Schedule No Set Days	Yes	Approximate 32 - 0 hours. Hours can vary	1400 Hours +/-	Mobile Patrol Officer Patrol
4	Zone 7 ONLY	Twenty-four (24) hour Call up service		-----	-----	-----	Security Officer
	NOTE: Offerer who is awarded contract for Item 3 will be given a one (1) year scheduled days for patrol in advance at the beginning of each fiscal year 7/1/xx Established routes may increase or decrease						

EXHIBIT C-1

RFP No. 2019-16 - Security Guard Services

CURRENT REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
E Mail:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
E Mail:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
E Mail:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
E Mail:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
E Mail:	
Service Provided:	
Dates/Type of Service:	

Company Name:

EXHIBIT C-2

RFP No. 2019-16 - Security Guard Services

FORMER REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
E Mail:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
E Mail:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
E Mail:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
E Mail:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
E Mail:	
Service Provided:	
Dates/Type of Service:	

Company Name:

EXHIBIT D
Exceptions, Clarifications, Amendments

RFP No. 2019-16 - Security Guard Services

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, including Exhibit J, and submit with your bid response.

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

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

_____	_____	_____
Offerer Name	Offerer Signature	Date

EXHIBIT E

SAMPLE STANDARD SERVICES AGREEMENT

SERVICES AGREEMENT

Between

**ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION AGENCY, ZONE 7**

And

for the

[Project/Program Name]

(Contract No. _____)

Dated _____

**ZONE 7 WATER AGENCY OF THE
ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION AGENCY**

**AGREEMENT BETWEEN ZONE 7 WATER AGENCY OF
THE ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION AGENCY AND**

THIS SERVICES AGREEMENT (“**Agreement**”) is dated this _____ day of _____, 20____, in the City of Livermore, State of California, by and between _____, hereinafter referred to as (“**Consultant**”) and ZONE 7 of ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION AGENCY, commonly known as ZONE 7 WATER AGENCY, hereinafter referred to as (“**Agency**”).

Now, THEREFORE, of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. Scope of Services. The Consultant shall perform all services described in Appendix A (“**Services**”), for the compensation set forth in Appendix B (“**Compensation**”), which appendixes are attached and made a part of this Agreement.

2. Term. The Contract Term shall be _____. All Services whenever performed shall be deemed performed under this Agreement, and all compensation paid to Contractor on account of the Services performed shall be deemed as payments of the Compensation.

3. Maximum Compensation. Notwithstanding anything in this Agreement to the contrary, the maximum amount of money which the Agency shall be obligated to pay Consultants under this Agreement is _____ \$ _____ (spell out in words).

4. Standard of Performance. Consultant represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a specialist in performing services of like nature and complexity of the Services.

5. Subconsultants. Consultant shall perform the Services using the personnel and subconsultants listed in Appendix A. Consultant represents that it has and shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of this Agreement to the extent of their scope of services. Consultant may substitute such personnel or subconsultants prior to any such personnel or subconsultants commencing work only upon Agency written consent, which may be withheld or delayed in Agency discretion.

6. Representatives for Both Parties. Both parties shall designate a representative, authorized to act on the parties’ behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant’s services. The parties may delegate all or some of the representatives’ role and function to some other representative.

7. Indemnification and Liability. Consultant shall defend (with legal counsel reasonably acceptable to Agency), indemnify and hold harmless the Agency and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of any person or employee), expense and liability of every kind, nature and description that arise from (1) Consultant’s negligent performance of the Services under this Agreement, or any part thereof, (2) any negligent act or omission of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control, or (3) any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Agency, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement, or (4) any breach of this Agreement (collectively “**Liabilities**”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by

the sole negligence or willful misconduct of such Indemnatee, but shall apply to all other Liabilities. Consultant shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of Agency and other Indemnitees in the exact form and substance of those contained in this Agreement. If the services under this Agreement are for a construction project as defined in Civil Code Section 2782, then this provision shall apply to the extent permitted by that code section.

8. Notices. Agency and Consultant shall provide notices to the other in the form of a writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

**Zone 7 Water Agency
Alameda County Flood Control
and Water Conservation Agency
100 North Canyons Parkway
Livermore, CA 94551
Attn: General Manager**

**[Consultant Name]
[Consultant Address]**

Attn: _____

or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service.

9. Insurance. Consultant shall comply with all requirements of Appendix C, which is attached and made a part of this Agreement.

10. Independent Contractor. Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between Agency and Consultant, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from Agency shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services, including but not limited to any applicable City of Pleasanton business tax, not explicitly assumed in writing by Agency hereunder. The Consultant shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

11. Conflict of Interest.

10.1 Consultant represents that it is familiar with Section 1090 and Section 87100 *et seq.* of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections. Consultant represents that it has completely disclosed to Agency all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of Agency, or other officer, agent or employee of Agency or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by Agency for cause. Consultant agrees to comply with all conflict of interest codes adopted by the Alameda County Flood Control and Water Conservation Agency and its Zone 7 Water Agency and their reporting requirements.

12. Confidentiality.

12.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by Agency and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Agency or its tenants. Consultant agrees that all information disclosed by Agency to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to Agency interests where such confidential information could be used adversely to Agency interests. Consultant

agrees to notify Agency immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

12.2 Any publicity or press releases with respect to the Project or Services shall be under Agency sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without Agency prior written consent. Consultant shall have the right, however, without Agency further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

12.3 The provisions of this Section shall remain fully effective indefinitely after termination of Services to Agency hereunder.

13. Suspension and Termination of Services. (i.) Agency may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as Agency may determine in its sole discretion. Agency may issue such directives without cause. Agency will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii.) Agency may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of Agency written notice to Consultant demanding such cure. In the event Agency terminates Consultant's right to proceed under this Agreement for default, Consultant shall be liable to Agency for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii.) Agency may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever Agency determines that such termination is in Agency best interests. In the event Agency terminates performance of the Services for convenience, Consultant shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date up to but not exceeding the Agreement value of the services performed, but may recover no other cost, damage or expense. In all cases, Consultant shall terminate those portions of the Services specified and no compensation shall be due for any such Services performed after the date of termination or suspension.

14. Ownership of Work Product. Any interest (including copyright interests) of Consultant or its subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subconsultants at any time in connection with the Services, shall be, immediately upon its creation, the property of Agency. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of Agency. In the event that it is ever determined that any works and any former works created by Consultant or its subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to Agency all copyrights to such works when and as created. With Agency prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

15. Audit/Inspection of Records.

15.1 Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit Agency to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to Agency by this section. Such rights shall be specifically enforceable.

15.2 The Consultant shall maintain full and adequate records to show the actual costs incurred by the Consultant in the performance of this Agreement. If such books and records are not kept and maintained by Consultant within a radius of fifty (50) miles from the offices of Agency at 100 North Canyons Parkway, Livermore, California 94551, the Consultant shall, upon request of Agency, make such books and records available to Agency for inspection at a location within said fifty (50) mile radius or Consultant shall pay to Agency the reasonable, and necessary costs incurred by Agency in inspecting Consultant's books and records, including, but not limited to,

travel, lodging and subsistence costs. Consultant shall provide such assistance as may be reasonably required in the course of such inspection. Agency further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by Agency, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after Agency makes the final or last payment or within three (3) years after any pending issues between Agency and Consultant with respect to this Agreement are closed, whichever is later.

16. Non-discrimination. Consultant shall not discriminate against any employee or applicant for employment, nor against any subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, City and County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by Agency to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that Agency has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

17. Non-Judicial Administrative Claim Settlement Procedure For Consultant Claims. In the event of any dispute between Consultant and Agency regarding any claim, demand or request by Consultant for time, money, or additional compensation for any reason whatsoever (including, without limitation, any alleged failure of Agency to make a decision), Consultant shall submit to the Agency a written and fully documented administrative claim that shall provide a narrative of the pertinent events, Consultant's theory of entitlement, pricing calculations and attaches supporting documentation. Agency will then review Consultant's fully documented administrative claim; may conduct an administrative hearing, in which case Consultant shall attend, present documentation and information as requested; and Agency will then make a final administrative decision thereon. Pursuant to Government Code section 930.2: (i.) Consultant shall initiate this non-judicial settlement procedure by presenting its administrative claim within 60 days of the first event giving rise to the claim or dispute, (ii.) Consultant's timely submittal of the administrative claim and Agency decision thereon shall be an unwaivable condition precedent to Consultant thereafter filing a Government Code Claim under the California Government Code Section 901 *et seq.*, (iii.) any and all such Government Code Claims in connection with this Agreement shall be presented to the Agency no later than 120 days following substantial completion or termination of this Agreement (whichever first occurs); and (iv.), except as so modified, the Government Code claims presentation requirements remain unchanged.

18. No Special or Incidental Damages. Notwithstanding any other provision of this Agreement, in no event shall Agency be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

19. California Law. This Agreement shall be deemed to have been executed in the City of Pleasanton or Livermore, Alameda County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of this Agreement to another venue. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. In the event of litigation, the terms of this agreement shall be enforced first, and only when an answer to a dispute is not found in the terms of the Agreement, then by reference to California law.

20. No Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

21. Entire Agreement. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations,

representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

22. No Waiver. The granting of any payments, and any inspections, reviews, approvals or oral statements by any Agency representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Agency and Consultant.

23. Statutes of limitation. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Agency issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for damages resulting from latent defects in performance, for which the statute of limitation shall begin running upon discovery of the damages, the defect and its cause.

24. Severability. Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

25. Survival of Provisions. Except as otherwise separately and expressly provided by the Agency in writing, the provisions of this agreement shall survive any expiration, breach, or termination of this Agreement, and any completion of the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION AGENCY, ZONE 7

a California corporation,

By _____
General Manager

By _____

Date _____

Attest _____

Address _____

Telephone _____

TIN or SS Number _____

LIST OF APPENDICES AND SCHEDULES

Appendix A	Scope of Services
Appendix B	Payments to Consultant
Appendix C	Insurance

APPENDIX A – SCOPE OF SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement dated _____ (“**Agreement**”) ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION AGENCY, acting by and through its ZONE 7 WATER AGENCY (“**Agency**”) and _____ (“**Consultant**”), for the provision of professional services (“**Services**”).

1. Agreement Description.

1.1 General Requirements.

[Here state the requirements for Consultant’s Services and/or reference Exhibit/Attachment. To include:

- **A description of the work expected including, if appropriate, the need for phases.**
- **A statement of purpose, objectives or goals**
- **Specific tasks, responsibilities or services required**
- **Required deliverables (acceptance criteria specified below)**
- **Identification of all other significant material to be developed under the agreement**
- **Required skill levels of assigned personnel**
- **Discuss coordination of schedule with the schedules of other Consultants and others, if applicable. Include reference to Agency approved budget.)**

1.2 Milestone Schedule.

Consultant’s timetable for the Services shall be as follows **[and/or reference Exhibit/Attachment]:**

1.3 Personnel and Subconsultants.

Consultant shall use only the personnel listed in Schedule 1.3A to the Agreement and the following subconsultants in performing the Services unless approved in writing by Agency:

<u>Subconsultants</u>	<u>Scope of Services</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1.4 Required Meetings, Interfaces, Products, and Services.

Consultant shall attend all meetings, conduct all interfaces, supply all materials and services necessary to complete the Services. Agency calls Consultant’s attention to the following specific requirements.

_cell phones, vehicle labeling, Post Orders, letter attesting to training and certificates _____

1.5 Agency Training Requirements or Transition Requirements.

Consultant shall provide training and or transition services as follows:

___per
specs???? _____

1.6 Special Warranty/Quality Requirements.

The following special warranty or quality requirements apply to the performance, deliverables or materials developed under the Agreement.

1.7. Performance Measurement Criteria.

Consultant’s performance shall meet the following standards for **[contents, quality, timeliness, codes or standards, objectives or baselines]**:

1.8 Performance Incentives.

Consultant’s performance shall be subject to the following performance incentives:

1.9 Standard Conditions Governing Consultant’s Service.

The Agreement shall be performed to meet all applicable and the most current codes, laws, regulations, and professional standards. Time is of the essence in this Agreement.

1.10 **[OPTIONAL:]** Coordination with Agency.

At the outset of the Services under this Agreement, Consultant shall prepare and submit for Agency acceptance a task list. The purpose of this task list shall be to act as a Agency “to-do” list, promoting coordination between Agency and the Consultant. The task list shall list all points of Agency and Consultant/third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a listing of Consultant’s anticipated specific requirements for information, decisions or documents from Agency necessary for Consultant’s performance of its Services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project.

1.11 Performance.

Consultant shall prepare and maintain a Performance Schedule detailing the Consultant’s scheduled performance of the Services consistent with the milestone schedule.

1.12 **[OPTIONAL]** Monthly Progress Report.

Consultant shall provide Agency with a Monthly Progress Report, in writing, reporting on Consultant's progress and any problems in performing the Services of which Consultant becomes aware. The Monthly Progress Report may be submitted with the monthly payment application and shall include, but not be limited to: (i.) a narrative of the work performed (including a list of any agreement deliverables) and identification of areas of concern, actions and approvals needed, (ii.) a schedule assessment and proposed ways to work around any problems that arise, (iii.) monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule, (iv.) cost/expenditure summary..

1.13 **[OPTIONAL]** Deliverables Required Under This Agreement.

Required Deliverables are discussed above and listed in **[Appendix D]**. Each deliverable shall be reviewed with representatives of Agency. Consultant shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to Agency, and the cost thereof included in the fee for Basic Services.

1.15 [OPTIONAL] Consultant has prepared and supplied Agency with a proposed scope of work, which is attached to this Appendix as its Exhibit 1, and represents Consultant's initial proposed scope of services necessary to achieve the results described herein, as well as additional negotiated scope of work items. This Appendix A and its Exhibit 1 are deemed complimentary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing Agency with the broader scope of services shall have precedence.]

1.16 Consultant's scope of work shall include any and all work or services necessary because of Consultant's errors, omissions or conflicts of any type in Consultants' Services, including but not limited to, deliverables supplied hereunder. All such services shall be performed at no cost to Agency, including, but not limited to, any required corrections or revisions to deliverables that are a result of any errors or omissions by Consultant. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services.

END OF APPENDIX A

APPENDIX B – PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of, the Services Agreement dated _____ (“**Agreement**”) between ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION AGENCY, acting by and through its ZONE 7 WATER AGENCY (“**Agency**”), and (“**Consultant**”), for the provision of professional services (“**Services**”).

1. Basic Services. Agency will pay Consultant for Basic Services, a maximum compensation of \$_____ (“**Contract Price**”), which sum includes costs for reimbursable expenses as identified below. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Agreement. If Agency and Consultant previously executed a services agreement for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that services agreement shall be subject to the terms of this Agreement and the previous payments deemed payments against the Contract Price established in this Appendix.

2. Work Breakdown Structure. To assist Agency in determining progress payments, Consultant shall provide Agency with an itemization of its Contract Price under this Agreement according to a Work Breakdown Structure (“**WBS**”) that defines all project tasks, along with a project schedule defining the time line for each task, a project budget defining the planned man-hours and costs for each task, and a schedule of deliverables defining each deliverable to be provided to Agency. The WBS shall further define which tasks are to be performed by each sub-consultant. [The WBS is attached to this Appendix as its Exhibit 1.]

3. Payment Schedule. Progress payments for Basic Services for each phase of the work shall be made as follows:

- upon completion of work
- monthly based upon Consultant’s percentage completion of the Services as determined by Dist.
- as set forth in the attached schedule

4. Additional Services. Agency will pay the Consultant for Additional Services as agreed to in a written addendum or amendment (“**Amendment**”) to this Agreement executed by Agency and the Consultant. Each such amendment shall provide for a fixed price; or, where payment for such Additional Services is to be on an hourly basis, for a maximum amount plus Costs and Reimbursables. Amendments must be negotiated and signed by the Consultant and Agency prior to commencing work of Additional Services; otherwise, such costs are deemed within Basic Services. Agency shall pay Consultant for Additional Services of Subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times [1.10] for general and administrative expenses.

5. Costs and Reimbursables.

5.1 Additional Services. Agency will pay Consultant for “Costs and Reimbursable Expenses” in connection with Additional Services as set forth below. All costs not listed will not be allowed in connection with Additional Services.

5.1.1 Travel Costs. The reasonable expense of travel costs incurred by Consultant when requested by Agency to travel to a location more than 50 miles from either the project site, the Consultant’s office(s), or Agency office, incurred performing Additional Services.

5.1.2 Long Distance Telephone Costs. Long distance telephone calls and long distance telecopier costs incurred performing Additional Services.

5.1.3 Delivery Costs. Courier services and overnight delivery costs incurred performing Additional Services.

5.1.4 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Agreement Documents, if any, incurred performing Additional Services.

5.2 Basic Services. For Basic Services, Agency will not pay Consultant additional compensation for Costs and Reimbursable Expenses, as these costs are deemed included in the Contract Price.

6. **Invoices**. All payments shall require a written invoice from Consultant in a form acceptable to Agency. Agency shall make payment on approved amounts within each invoice within 30 days of receipt.

END OF APPENDIX B

APPENDIX C - INSURANCE

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 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 Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability. If written on a claims made form, see Item 2 below for additional requirements.	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Employee Dishonesty and Crime	\$1,000,000 per occurrence
F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED (and other special endorsements): General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: ZONE 7 WATER AGENCY, its Board of Directors, the individual members thereof, and all Agency officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): ZONE 7 WATER AGENCY, its Board of Directors, the individual members thereof, and all Agency officers, agents, employees and volunteers. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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. 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 Agency. Acceptance of Contractor's insurance by Agency 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. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - 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. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the Agency of cancellation. 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 Agency, evidencing that all required insurance coverage is in effect. The Agency reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Zone 7 Water Agency – Purchasing. 100 N. Canyons Pkwy. Livermore, CA 94551 	

EXHIBIT F
PROPOSER'S ACKNOWLEDGMENT OF INSURANCE
(Submit With Proposal)

RFP No. 2019-16 - Security Guard Services

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposals No. 2019-16, Security Guard Services. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Zone 7 Water Agency as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

EXHIBIT G

DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over \$25,000

RFP No. 2019-16 - Security Guard Services

The Offerer, under penalty of perjury, certifies that, except as noted below, Offerer, 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.

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

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

OFFERER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT H

RESPONSE CONTENT AND SUBMITTALS CHECKLIST RFP No. 2019-16 - Security Guard Services

Bid responses must be signed in ink and include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the Offerer.

Offerers shall provide all of the below noted Bid documentation and exhibits. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in the Agency's sole discretion. The content and sequence for each required Bid document/exhibit shall be as follows:

- A. **Title Page:** Show RFP number and title, your company name and address, name of the contact person (for all matters regarding the RFP response), telephone number and quotation/proposal date.
- B. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the quotation/proposal and their corresponding page numbers. Tabs should separate each of the individual sections.
- C. **Cover Letter:** Bid responses shall include a cover letter describing Offerer and include all of the following:
 - 1) The official name of Offerer; organizational structure (e.g. corporation, partnership, limited liability company, etc.); and Federal Tax Identification Number;
 - 2) The address where firm is headquartered and date established;
 - 3) Address of office to be assigned to the Agency's account;
 - 4) Name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the Agency, with regards to the RFP response, with authorization to make representations on behalf of and to bind Offerer;
 - 5) A representation that Offerer is in good standing in the State of California and will have all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP. This requirement includes the necessity for some out of state companies to be registered with the State of California by the effective date of the agreement. Information regarding this requirement can be located at the Secretary of State website, <http://www.sos.ca.gov/>; and
 - 8) An acceptance of all conditions and requirements contained in this RFP.
 - 9) Cover letter must be signed in ink by a person or persons authorized to execute the proposal on behalf of the Offerer.
- D. **Proposal Questionnaire:** Offerer is to provide a detailed response to the following questions within your proposal.

- 1) How many years has your company been in the business of providing security services and what geographical areas does your firm provide security guard services to? (include a client list for services similar to those described in this RFP)
- 2) Describe the types of training your employees have had that is directly related to the performance of the security guard services requested under this RFP.
- 3) What is the current number of employees working for your firm?
- 4) What has been the employee turnover rate for your firm in the past year?
- 5) How many field supervisors does your firm intend to assign to the Agency's contract?
- 6) How many vehicles do you have in your patrol fleet? How many with identifications and security equipment such as radios and light bars?
- 7) Describe your firm's work plan for the Agency's contract should you be the successful contractor. (The manner in which your firm intends to provide the proposed services, including selecting appropriate personnel, staffing during absences, (sick leave, breaks, etc.), monitoring performance, correcting service deficiencies, etc.)
- 8) Indicate the name of the person who will be responsible for administering the contract, if awarded. Include that person's title, telephone number, address and E-mail address and resume of qualifications.
- 9) Provide your Security Service Permit/License Number (submit copy(s) with proposal)
- 10) Provide a complete description of your communication procedures with contractor's staff and Agency representatives. Describe equipment used for this purpose. Provide a sample of an invoice report, a Daily Activity Report and an Incident report.
- 11) Identify any limitations or restrictions of your firm in providing the services that the Agency should be aware of in evaluating its Response to this RFP.

G. Key Personnel - Qualifications and Experience:

Bid responses shall include a complete list of and resumes for all key personnel that would be associated with a contract. This list must include all key personnel who will provide services/training to the Agency.

- I. Financial Status** – Bidders most recent Dun and Bradstreet Supplier Evaluation Report or financial statements for the past three years. Dun and Bradstreet Supplier Qualifier Report (formerly Supplier Evaluation Report) must be ranked by a 6 or lower for bidder to be considered for contract award. For information on how to obtain a supplier evaluation report, contact Dun and Bradstreet at 1-866-719-7158 or at www.dnb.com.

J. References, Exhibit C1 and C2:

- 1) Offerers are to provide a list of 3 current and 3 former clients on Exhibit C1 and C2, attached hereto. References must be satisfactory as deemed solely by Agency. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
- 2) Reference information is to include:
 - Company/Agency name
 - Contact person (name and title), contact person is to be someone directly involved with the services
 - Complete street address
 - Telephone number
 - Services provided
 - Dates of service
- 3) The Agency may contact some or all of the references provided in order to determine Offerer's performance record on work similar to that described in this request. The Agency 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.

K. Bid Form, Exhibit B:

Pricing for the procurement of goods and services by the Agency shall include all taxes, freight and all other costs, or credits, associated with the procurement and delivery to the Agency of Offerer's goods and services. Refer to "PRICING" under Section III, Agency Procedures, Terms and Conditions.

L. Acknowledgment of Insurance

Vendor's awarded contracts will need to provide current Certificates of insurance, per Exhibit C of the Standard Agreement form, from a reputable insurer evidencing all coverage's required for the term of any contract that may be awarded pursuant to this RFP. Offerers must provide proof with their bid that they can supply the insurance certificates required should they be awarded a contract (Exhibit F).

M. Other required Submittals/Exhibits not included above that are required in the bid response:

- Exhibit A, Acknowledgement form for the RFP and for each Addendum, must be signed and returned.
- Exhibit D, Exceptions, Clarifications and Amendments Form, must be completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits (The Agency is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).
- Exhibit G, Debarment and Suspension Certification.