

**REQUEST FOR PROPOSAL
ON AN ADMINISTRATIVE SERVICES CONTRACT TO PROVIDE ADMINISTRATIVE
MANAGEMENT AND LOGISTICAL SUPPORT FOR THE ALABAMA SECURITY
REGULATORY BOARD**

PART I GENERAL INFORMATION

- 1.0 Proposals will be considered as specified herein or attached hereto under the terms and conditions of the Request for Proposal.

- 2.0 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the bid. The firm or individual under whom business is conducted must hold a current business license issued by the city to conduct such business in the city where the firm or individual conducts business and be in compliance with Federal and State immigration laws.

PART II INTRODUCTION

The Alabama Security Regulatory Board (herein referred to as the Board) licenses and regulates contract security services in Alabama and operates under the authority of the Code of Alabama 1975, Section 34-27C-1 through 34-27C-18. It is the Board's responsibility to establish qualifications for licensure as contract security companies, armed security officers, unarmed security officers and certified security trainers in the State of Alabama, thus serving the safety, health, and welfare of the public in the provision of contract security services. Those qualifications established by the Board are set forth in the license requirements, license renewal requirements, and the disciplinary procedures set by law for licensees in the State of Alabama. There are currently about 13,325 armed and unarmed security officers, companies and trainers licensed by the Board. It is the intent of the State of Alabama and the Board to solicit Proposals for an Administrative Services Contract to provide administrative management, legislative monitoring, and logistical support services to the Board.

PART III SCOPE OF WORK

The Contractor will provide the following services:

- 1.0 Office Space and Communications
 - 1.1 Office Facilities
 - 1.1.1 Provide administrative office space and on-site conference space for meetings and special meetings, as needed by the Board preferably

located in the City of Montgomery. The Board reserves the right to visit and inspect all operations of the Contractor dedicated to the Board's business at any time during the Contractor's regular working hours.

1.1.2 Office facilities should include, but are not limited to, standard office equipment normally required to conduct the business of the Board.

1.2 Telephone, E-mail, and Other Communications Services

1.2.1 Contractor will provide information to the public on request, create a communication link between registrants and the Board, establish and maintain e-mail communication, and maintain the Board's website in a timely manner.

1.2.2 Contractor will provide for a dedicated telephone and fax line in the name of the Board in the Contractor's office with service during regular business hours and a minimum of 8:00 AM to 5:00 PM local time Monday through Friday, exclusive of established state holidays. The fax line is to operate 24 hours per day, seven days a week. The telephone number will be listed on the Board's web site and searchable databases under the name "ALABAMA SECURITY REGULATORY BOARD". The Board will be responsible for operational costs of telephone, fax, web site, and other communication services.

1.2.3 Contractor will maintain a mailing address through the United States Postal Service, in the name of the "ALABAMA SECURITY REGULATORY BOARD." Mail will be checked regularly. The Board will be responsible for postal and mailing costs associated with sending and receiving mail.

2.0 Correspondence and Records Concerning Applicants Registrants and Disciplinary Actions

The Contractor will act as the primary clearing house and repository for all correspondence, records, and actions of the Board.

2.1 Correspondence

The Contractor will receive all correspondence submitted in the name of the Board and provide access to such correspondence during regular business hours to authorized individuals, as determined by the Board. The Contractor will provide secretarial services and routinely prepare responses to correspondence. Correspondence requiring action by Board members will be forwarded to the appropriate Board member(s) in a manner to be determined by the Board.

2.2 Records

The Contractor will receive all applications for licensure, registration, and requests for renewal and provide access to these records during regular business hours to authorized individuals, as determined by the Board. The Contractor shall:

- 2.2.1 Maintain a secure filing system with separate files for license classifications, disciplinary actions, and other categories as required. Official records must be retained and maintained in accordance with state regulations. Filing must hold 100 cu.ft. of documents and equipment used for events.
- 2.2.2 Develop and maintain a system for record retention that ensures that confidential information will not be improperly released to unauthorized individuals or to the public at large. The record retention system utilized by the Contractor shall be subject to the approval of the Board.
- 2.2.3 Develop and maintain database and word processing program capabilities from commercially available software for handling various activities as required to ensure the proper operation of the Board. Use of other proprietary software programs or programs with limited availability will not be considered. All software programs purchased to support All records and databases generated by use of the aforementioned programs are the property of the Board.
- 2.2.4 Maintain records of complaints and Board investigations in a secure facility with a record-keeping system separate and apart from all other Board records or correspondence.
- 2.2.5 Maintain individual records in database format for applications, annual renewals, and other information as required for all persons licensed by the Board. The Contractor shall not disclose any information concerning any applicant's or licensee's file except as required to Board members or as directed by them.
- 2.2.6 Maintain database file(s) suitable for the preparation of an annual directory of all licensees.

2.3 Security

The Contractor must maintain a "clean desk policy" with respect to paper records of the Board. At the end of each workday, all correspondence, applicants files, licensed armed and unarmed security officers files, security company and certified trainer files, and disciplinary files or records are to be re-filed and placed in a secure file case or vault. In no instance should any applicant, licensee, or disciplinary file be left out for any reason. Should any applicant file be removed from the Board's possession for any reason, a chain of custody documents must be affixed to said file, and a transmittal record must be retained by the Contractor for that file.

2.4 Investigations

The Contractor must provide services for an on-staff investigator with the following requirements:

- A. Alabama Post Certification
- B. A minimum of five (5) years of experience as an investigative law enforcement officer
- C. Experience in interview and interrogation techniques
- D. Exceptional written, verbal and presentation skills
- E. Surveillance and counter-surveillance skills
- F. Available to travel throughout Alabama with short notice to conduct investigations
- G. Understanding and working knowledge of regulatory and administrative law

3.0 General Administrative Support

Contractor will function as the "Administrative Office" for the Board by providing these services:

- 3.1 Prepare and disseminate notices, agendas, and minutes for meetings of the Board in a timely manner and as required by law.
- 3.2 Provide administrative support necessary to ensure the proper operation of the Board, including but not limited to:
 - 3.2.1 Handling and routing of general correspondence related to the operation and performance of the Board.
 - 3.2.2 Handling complaints and applications for licensure, renewal, registration, and reinstatement as specified in the laws or the rules and regulations of the Board.
 - 3.2.3 Compiling files as appropriate containing each applicant's application, renewal applications, and correspondence, together with any supporting data, to be considered by the Board.
 - 3.2.4 Printing, updating, and/or distributing the most current correspondence of the Board to include notices for license renewals, application packets, licenses, registrations, directories, legal notices, etc. The Board will be responsible for printing, postage, and any other costs associated with fulfilling this requirement.
 - 3.2.5 Establishing appropriate accounts with the State of Alabama and private vendors for payment by the Board through the State of Alabama Comptroller's Office for provision of services, supplies, and equipment

necessary for carrying out Board's responsibilities to include but not be limited to communications services, printing services, graphic arts services, mail services, office and equipment supplies, etc.

- 3.2.6 Attending Board meetings. The Board currently meets four (4) times per year in Montgomery.
- 3.2.7 Doing other work as may be necessary for the operation of the Board.
- 3.3 Maintain all records of the Board and provide access to these records during regular business hours according to policies established by the Board. All computer records, including databases and correspondence, will be "backed-up" by utilizing a professional-grade on-line backup program on a regular basis, but on no less than a weekly basis, to ensure security and safety. At least one copy of all computer records will be kept off-site at a secure facility to be determined by the Board.
- 3.4 Receive all revenue due and owing to the Board in the form of license fees, application fees, or any other fees or payment in accordance with the laws and regulations of the State of Alabama and transmit such funds to the State Treasurer on a timely basis.
- 3.5 Establish an independent set of computer-based accounting books or records if and when needed and in accordance with the laws and regulations of the State of Alabama and, together with the State Finance Office, provide any necessary bookkeeping services for the Board. All vouchers and payments will be prepared for signature by the designated Board official in accordance with standard State auditing procedures. Commercially available computer accounting programs may be used by the Contractor if needed but must be approved in advance by the State Treasurer and State Auditor. The accounting program procured, and records generated by said program are the property of the Board. The Board will require documentation of bookkeeping experience and/or experience and proficiency in the state accounting requirements. Contractors not familiar with State systems must agree to attend training as soon as possible after the award of the administrative services contract.
- 3.6 Utilizing data from the state accounting system, prepare and submit a financial report by month for review by the Board at regularly scheduled Board meetings. Should an audit be scheduled, the Contractor will be responsible for providing all information requested by the Examiners of Public Accounts.
- 3.7 Prepare budget, financial, and performance reports to be sent to the State Budget Officer in accordance with current requirements; maintain a record of continuing education earned for all licensees; post any other information as required by the Board in the performance of its duties in each registrant's file; keep licensees

informed as to their status before the Board; and perform other tasks as requested by the Board.

- 3.8 Prepare and submit on behalf of the Board through the state's electronic program the annual budget and spending plan, operations plan, performance reports, and any other reports and documents as may be required.
- 3.9 Maintain sufficient liability insurance to protect the Board from any loss or irregularity incurred by the Contractor dealing with the maintenance, storage, and handling of applicant records, licensee records, complaints, and disciplinary actions pending before or resolved by the Board, and any other records or files maintained by the Contractor on behalf of the Board. A copy of the insurance form must be presented to the Board.
- 3.10 Maintain sufficient Insurance to cover the loss of any records and equipment owned by the Board in the possession of the Contractor. A copy of the insurance form must be presented to the Board.
- 3.11 Assist the Board in the promulgation and adoption of rules in compliance with the provisions of Section 34-27C-3(a)(1) of the Code of Alabama.
- 3.12 Assist the Board in the development of training and license renewal requirements in accordance with the statutory requirements set forth in Section 34-27C-3 of the Code of Alabama and Administrative rules adopted by the Board.
- 3.13 Submit changes in legislation and/or the rules and regulations of the Board to the legislature in accordance with state law.
- 3.14 Issue all licenses in accordance with procedures established by the Board.
- 3.15 Conduct periodic inspections of licensees and companies in the security business.
- 3.16 Identify, investigate and document non-compliance with Board law, rules and regulations and enforcing board disciplinary orders.
- 3.17 Perform other duties as requested and agreed upon by the Board, i.e., provide logistical support for regular and emergency meetings of the Board, monitor legislation introduced in the Alabama Legislature, consult with the Board's legal counsel as needed, and perform any other work necessary to ensure the continued operation of the Board.
- 3.18 Comply with all Executive Orders issued by the Governor that direct activities of executive branch boards and agencies.

3.19 The Contractor shall attend Board training provided by the Alabama Public Examiners for the duration of the contract. When seeking a renewal of the contract, the Contractor will submit proof of training to the Chief Procurement Officer.

3.20 Ethics and Nepotism Law Compliance

In compliance with Executive Order 726, Contractor agrees to comply with the Alabama Ethics Law in Chapter 25 of Title 36, Code of Alabama 1975, and the nepotism law in Alabama Code Section 41-1-5 as if Contractor were a full-time agency head and public employee of the State of Alabama. To that end, and without limiting the duty set forth in the preceding sentence:

Contractor agrees to participate in the “online educational review” of the Alabama Ethics Law offered by the Ethics Commission pursuant to Alabama Code Section 36-25-4.2(e) within 30 days of the effective date of this contract unless Contractor has previously participated in the review within the preceding two years. Thereafter, Contractor agrees to participate in the online training at least once every two years while this contract is in effect. Contractor shall maintain evidence of completion of the review in the Board’s files while this contract is in effect.

PART IV COMPENSATION AND EXPENSES

1.0 Compensation and Expenses

1.1 An annual fee, broken into monthly payments, for the performance of services should be submitted for provision of services set forth in Part 111, Scope of Work.

1.2 An annual amount for travel and miscellaneous expenses incurred in carrying out services set forth in Part III, Scope of Work, should be submitted. The contractor shall be reimbursed for Board-related travel, food, lodging, educational expenses as well as various other expenses as may be incurred on behalf of the Board. Travel reimbursement will be paid at the same rate as state employees for in-state and out of state travel.

2.0 Invoice for Payment

2.1 Payment **will** be approved by the Board's authorized representative for services performed upon submittal of a monthly invoice.

2.2 Payment shall be made only to the Contractor, and the Board shall have no obligation to any other person or corporation for expenses incurred by the Contractor. The Contractor has no authority to make any contracts, oral or

written, in the name of the Board.

PART V INDEPENDENT CONTRACTOR

1.0 Introduction & Requirements

The Contractor is an independent contractor. Neither the Contractor nor its agents or employees shall be deemed employees of the State of Alabama or of the Alabama Security Regulatory Board. The Contractor shall have no power or authority to bind or otherwise obligate the Board in any manner, except that the Board shall make payment to the Contractor for services and expenses incurred as provided herein.

- 1.1 The Contractor shall be a management firm with no less than five (5) years of experience with a state licensure Board and must possess a working knowledge of the laws affecting state licensure Boards in the State of Alabama. It is preferred that the Contractor have an understanding of the operation of security companies, services provided by armed and unarmed security officers and the training necessary for licensure of security officers sufficient to represent the Board to individuals, groups, and at meetings and a minimum of ten (10) years of experience in the administration of a licensure Board or private equivalent.
- 1.2 The Contractor shall provide for an Executive Secretary qualified to execute the executive and administrative services described in the aforementioned scope of work. In addition to providing for the executive and administrative services, the Contractor shall provide for the secretarial and clerical services necessary to carry out the Board's duties and responsibilities.
- 1.3 The Contractor shall have no unresolved prior findings from either Sunset Review Audit Report(s) or Legal Compliance Audit Report(s) that are within the control of the Contractor.
- 1.4 The Contractor will work as directed by the Board and will not act unilaterally on behalf of the Board.

2.0 Conflicts of Interest

The Contractor for the Board shall provide professional services utilizing the highest standard of ethics under the laws of the State of Alabama and should exercise special care to avoid any conflicts of interest in providing these services.

3.0 Professional Code of Conduct

The Contractor and employees will represent the Board with the highest professional standards in mind and will not do anything to bring reproach upon the Board's professional reputation.

4.0 Management Proficiency

The Contractor is preferred to have an exemplary record of management as reflected by their most recent Sunset Review conducted by the Department of Examiners of Public Accounts or the equivalent agency in the State in which they have experience managing a State Board or agency.

5.0 Status

It is understood that neither the Contractor nor his/her employees are state employees and, as such, are not entitled to the merits of the State Merit System under this contract.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, the Contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract, which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall be in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

PART VI CONTRACT TERM

1.0 Contract Term

- 1.1 This contract shall be for a term of twelve (12) months with the option to renew for two (2) additional 12-month periods, beginning on the date of award and shall expire on the corresponding anniversary date. It is understood by both parties that this administrative services contract may be terminated at any time by either party upon 60 days' written notice to the other party.
- 1.2 The provisions, conditions, and terms of this contract are dependent upon the availability of funds to the Board. In the event that insufficient funds are available for the services requested herein, termination or reduction of work effort may be required of the Contractor.
- 1.3 Notwithstanding any provision to the contrary, this contract may be terminated immediately for cause. Cause shall mean theft, defalcation, unprofessional behavior, misuse and/or abuse of alcohol, drugs, or any act of fraud or misrepresentation.
- 1.4 The Board may, upon their agreement, increase the compensation of the yearly contract by up to five percent (5%) per year without re-soliciting such contract.

PART VII BID CONTENT

1.0 Content

Each bid must be submitted in writing and include the following:

- 1.1 A summary of the Submitter's experience in providing administrative and logistical support services.
- 1.2 A statement of the qualifications and related experience of the personnel who will perform the services.
- 1.3 A description of the management system to be utilized by the Contractor, to include a security system to protect the Board's files and records.
- 1.4 A statement indicating which computer database, word processing, and accounting systems, if needed, will be used for maintaining and managing the Board's records.
- 1.5 A description of the Submitter's physical facilities and equipment available to the Board. The contractor must have a minimum of 100 cu. ft. of storage for paper files and event equipment. Contractor must have equipment necessary to communicate with the Board, licensees, and state agencies necessary to facilitate the business of the Board.
- 1.6 A copy of the Submitter's current license issued by the city in which the Submitter operates.
- 1.7 A copy of the Submitter's Memorandum of Understanding cover and signature pages documenting enrollment in the E-Verify Program for Employment Verification.
- 1.8 Completed State of Alabama Disclosure Statement.
- 1.9 A copy of the last Sunset Review Audit Report(s) and Legal Compliance Audit Report(s) of each licensing agency administered by the Contractor if applicable.
- 1.10 Submitter's annual fee, broken into monthly payments, for provision of services set forth in Part 111, Scope of Work, along with an annual amount for travel and miscellaneous expenses incurred in carrying out services set forth in Part 111, Scope of Work.

PART VIII EVALUATION CRITERIA

- 1.0 Contractor will be graded on a scale of 0 to 10 based on the following criteria:
 - 1.1 Facilities: it is preferred that the Contractor have a place to meet in Montgomery with licensees and applicants as needed, access to a conference room with enough seating to accommodate members of the Board, staff, attorney, and members of the public for Board meetings, and 100 cu. ft. of storage for paper records and event equipment.
 - 1.2 Credit Rating of vendor.
 - 1.3 Staffing determined to be adequate.
 - 1.4 Experience: it is preferred that the Contractor have experience, training, or is willing to be trained in the usage of STAARS, Alabama Buys, Microsoft, State Budgeting, and any other systems that are listed or described in this RFP.
 - 1.5 Value: will be assessed by comparing cost of proposal to facilities and experience.

PART IX Proposal submission

1. Proposal Questions:

All questions must be submitted via email to rfp.questions@purchasing.alabama.gov. The email subject line must include the solicitation number and title. Questions must be Monday, November 25, 2024 at 4:00 p.m. CT.

2. Proposal submission:

All proposals must be submitted via email to rfp.responses@purchasing.alabama.gov by the close date. The email line must include the solicitation number and title.