



COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 901979

for

Vehicle Purchase

For complete information regarding this project, see RFQ posted at Alameda County Current Contracting Opportunities or contact the County representative listed below.

Thank you for your interest!

Contact Person: Bee Srey, Procurement & Contracts Specialist

Phone Number: (510) 208-9583

E-mail Address: bee.srey2@acgov.org

RESPONSE DUE

by

2:00 p.m.

on

July 27, 2021

through

Alameda County, GSA-Procurement

EZSourcing Supplier Portal

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



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CALENDAR OF EVENTS

REQUEST FOR QUOTATION No. 901979 VEHICLE PURCHASE

EVENT	DATE/LOCATION
Request Issued	6/16/21
Networking/Bidders Conference	<p>6/23/21 @ 10:00 a.m. (PST)</p> <p>ONLINE ONLY:</p> <p>Microsoft Teams meeting</p> <p>Join on your computer or mobile app</p> <p>Click here to join the meeting</p> <p>Or call in (audio only)</p> <p>+1 415-915-3950,,363735470# United States, San Francisco</p> <p>Phone Conference ID: 363 735 470#</p> <p>Find a local number Reset PIN</p> <p>Learn More Meeting options</p>
Written Questions Due via Email: bee.srey2@acgov.org	6/24/21 by 5:00 p.m. (PST)
List of Attendees	6/25/21
Q&A Issued	7/13/21
Addendum Issued [only if necessary to amend RFQ]	7/13/21
Response Due and Submitted through EZSourcing Supplier Portal	7/27/21 by 2:00 p.m. (PST)
Evaluation Period	7/27 – 8/9/21
Notice of Intent to Award Issued	8/10/21
General Services Agency Consideration Award Date	7/30/21
Contract Start Date	8/16/21

NOTE: All dates are tentative and subject to change.

Alameda County Vendor Outreach	
<p>Wednesday, June 16, 2021 10:30 a.m. – 11:30 a.m. +1 415-915-3950 Conference ID: 504 517 635# Join Microsoft Teams Meeting</p>	<p>COME MEET ALAMEDA COUNTY'S PROCUREMENT TEAM!</p> <p>This is a public event where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County.</p>



COUNTY OF ALAMEDA
REQUEST FOR QUOTATION No. 901979
SPECIFICATIONS, TERMS & CONDITIONS
for
VEHICLE PURCHASE

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I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe the minimum requirements for various vehicles required by the County.

The County intends to award a three-year contract (with option to renew for two years, at the same pricing) to the Bidder(s) selected as the lowest responsible Bidder(s) whose response meets the County's requirements.

B. SCOPE

The County is seeking Contractor(s) to provide the option of purchase and delivery of various new, unused, and manufacturally most current model vehicles for use by various Alameda County Agencies to conduct businesses on a daily basis. Bid prices shall be the dollar amount over triple-net dealer invoice for automobiles.

C. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

- a. Bidder shall be regularly and continuously engaged in the business of providing vehicles for at least three (3) years.
- b. Bidder shall be a Manufacturer Authorized Dealer for the proposed vehicle make and model.
- c. Bidder shall possess all permits, licenses and credentials necessary to supply product and perform services as specified under this RFQ.

D. SPECIFIC REQUIREMENTS

1. Vehicle shall be new (unused) and manufacturer's current production as of the time of bid submittal.
2. Vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site).
3. Vehicle classifications shall be consistent with the U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide.

4. All parts, components, and accessories shall be genuine Original Equipment Manufacturer (O.E.M.) shall be included for each vehicle including, but not limited to:
 - a. Spare key(s) and fob(s), if separate
 - b. Air Conditioning
 - c. Automatic Transmission
 - d. AM/FM Radio
 - e. Floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.
 - f. If available as standard or optional equipment, all vehicles with a GVWR under 10,000 pounds shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included).
5. All O.E.M. option prices shall be charged at actual dealer's cost.
6. Wheel weights shall contain no more than 0.1 percent lead by weight per HSC §25215.6
7. Exterior color will be advised by County upon order.
8. Interior color shall be factory standard.
9. Fuel types may include any of the following:
 - a. Gasoline (maximum 87 octane)
 - b. Diesel
 - c. Flexible Fuel Vehicles (FFV) also called Ethanol or E85
 - d. Compressed Natural Gas (CNG): CNG systems must be OEM or OEM approved
 - e. Hybrid-Electric Vehicles (HEV)
 - f. Plug-in Hybrid Electric Vehicles (PHEV)
 - g. Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
 - h. Fuel Cell Vehicles (FCV)

10. Emission Certification for all vehicles shall be 50 State emissions.
11. SAFETY AND REGULATIONS
 - a. Vehicles shall be fully compliant with all federal and state regulations in effect as of the date of manufacture.
 - b. Vehicle shall be capable of operating successfully with all options ordered with vehicle.
 - c. All vehicle brake friction materials must meet the requirements as identified in Health and Safety Code (HSC) Section 25250.51
 - d. Vehicles shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.
 - e. Vehicle engine shall be California Air Resource Board (CARB) certified to operate on highway in the State of California at the time of manufacture.
 - f. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 California Code of Regulations (CCR) 1961).
12. TITLE
 - a. All documents required to obtain a State of California Title must be properly completed and delivered to Alameda County.
 - b. Invoice from the manufacturer's dealer accompanying a line sheet listing all equipment with order codes must be delivered with all vehicles. All components of option packages must be in or on the vehicle at the time of delivery.
13. MANUALS
 - a. Contractor shall furnish for the life of the contract web access to OEM diagnostic software including parts lists, service, maintenance, operation, and overhaul manuals for the chassis, engine, transmission, drive line, electrical, fuel, and emissions upon delivery of the vehicles to the County.
14. Warranty

- a. Each vehicle purchased shall accompany the manufacturer's warranty at time of delivery at no additional cost to County.
- b. Contractor shall submit any information with roadside assistance warranty.
- c. Original manufacturer warranty shall be in effect for all aftermarket parts.

15. Delivery

- a. All vehicles shall be delivered with fluid levels at the manufacturer's recommended full capacity.
- b. All manufacturer's pre-delivery service and inspections shall be completed prior to delivery.
- c. Delivery shall be Free On Board (F.O.B) destination prepaid and allowed to Alameda County for:
 - (1) Dublin
 - (2) Livermore
 - (3) Oakland
- d. Contractor shall agree to drop ship vehicle directly to an alternate location within Alameda County borders at no additional charge to County upon request at time of order.

E. NETWORKING / BIDDERS CONFERENCES

- 1. The Bidders Conference will be held online only on Wednesday, June 23, 2021 at 10:00 a.m. Bidders can participate remotely via computer or mobile app with a stable internet connection (the recommended Bandwidth is 512Kbps) via Microsoft Teams meeting [Click here to join the meeting](#); or

call in (audio only) +1 415-915-3950,,363735470#
Phone Conference ID: 363 735 470#
- 2. In order to get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
- 3. Networking/Bidders Conferences will be held to:

- a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFQ.
 - b. Provide an opportunity for Bidders to ask specific questions about the project and request RFQ clarification.
 - c. Provide the County with an opportunity to receive feedback regarding the project and RFQ.
4. The list of Bidder Conference attendees will be released in a separate document.
5. Only written questions submitted via email and by the stated deadline will be addressed in an RFQ Question and Answer (Q&A) following the Networking/Bidders Conference(s). Should there be a need to amend or revise the RFQ, an Addendum will be issued following the Networking/Bidders Conferences. The Q&A and Addendum are the final stance of the County.
6. All questions regarding these specifications, terms and conditions are to be submitted in writing via e-mail by 5:00 p.m. on Thursday, June 24, 2021 to:

Bee Srey, Procurement & Contracts Specialist
Alameda County, GSA-Procurement
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
E-Mail: bee.srey2@acgov.org
Phone: (510) 208-9583
7. Potential Bidders are strongly encouraged to attend Networking/Bidders Conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a Networking/Bidders Conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a Networking/Bidders Conference is highly recommended but is not mandatory.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

F. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract, which may be awarded to the Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

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

1. The contractor has complied with all terms of this RFQ; and
2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. The contractor shall be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked Bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

G. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFQ response evaluation process ("Evaluation Process"), all Bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award.

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

- a. The name of the Bidder being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFQ response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
 3. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by GSA.

H. BID PROTEST/APPEALS PROCESS

GSA-Procurement prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is

provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any bid protest by any Bidder regarding any other Bid must be submitted in writing to the County's GSA—Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Email: GSA-BidProtests@acgov.org, Fax: (510) 208-9720, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. The County Agency/Department will notify all Bidders of the protest as soon as possible.
2. Upon receipt of the written protest, GSA—Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA—Office of Acquisition Policy, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or GSA award date.

The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the Bidder whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.

3. The decision of the GSA-Office of Acquisition Policy on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
 - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the bid or, where appropriate, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
 - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
 - e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR

will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.

4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors or GSA.
5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

I. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be three (3) years.
2. The County 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 County 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 County 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 County reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked Bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFQ at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Contractor at least 30 days written notice that such function will not be funded for the next fiscal period. In such event, the County 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 RFQ, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

J. QUANTITIES

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

K. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
5. Taxes and freight charges:
 - a. The price(s) quoted shall be the total cost the County will pay for this project including all taxes (excluding Sales and Use taxes) and all other charges.
 - 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 County, will be paid by the County unless expressly included and itemized in the bid.
 - c. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
 - d. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.

6. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
7. Price quotes shall include any and all payment incentives available to the County.
8. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
9. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

L. AWARD

1. The award will be made to the lowest responsible Bidder who meets the requirements of these specifications, terms and conditions.
2. Awards may also be made to the subsequent lowest responsible Bidders who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation.
3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.

As a result of the County's commitment to advance the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

Alameda County SLEB Program Overview [<http://acgov.org/auditor/sleb/overview.htm>]
and **Alameda County SLEB Program Additional Information**
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 336211, 441110.

A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

4. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
5. Any proposal/bids that contain false or misleading information may be disqualified by the County.
6. The County reserves the right to award to a single or multiple Contractors.
7. The County has the right to decline to award this contract or any part thereof for any reason.
8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to GSA approval.
9. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

M. METHOD OF ORDERING

1. A written PO and signed Standard Agreement contract will be issued upon GSA approval.
2. POs and Standard Agreements will be transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
3. POs and payments for products and/or services will be issued only in the name of Contractor.
4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
5. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

N. WARRANTY

1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants that all work and services furnished hereunder shall be guaranteed as per manufacturer's standard warranty.

O. INVOICING

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

P. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues

regarding Bidder's response to this RFQ and any contract which may arise pursuant to this RFQ.

2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products and/or services offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with County requirements and standards to ensure that established standards are adhered to.

III. **INSTRUCTIONS TO BIDDERS**

Q. **COUNTY CONTACTS**

GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded.

Contact Information for this RFQ:

Bee Srey, Procurement & Contracts Specialist
Alameda County, GSA-Procurement
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
E-Mail: bee.srey2@acgov.org
Phone: (510) 208-9583

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to **Alameda County Current Contracting Opportunities** [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view current contracting opportunities.

R. **SUBMITTAL OF BIDS**

1. All bids must be completed and successfully uploaded through Alameda County EZSourcing Supplier Portal BY 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through

the Alameda County EZSourcing Supplier Portal shall not extend the due date and time.

2. Bidders **must** submit an electronic copy of their proposal and must be in a single file (PDF with Optical Character Recognition (OCR) preferred). Proposal shall include Exhibit A – Bid Response Packet, including additional required documentation.
3. Bidders **must** submit pricing on the Excel Spreadsheet – Bid Form in EZSourcing Supplier Portal.
4. No email (electronic) or facsimile bids will be considered.
5. All costs required for the preparation and submission of a bid shall be borne by Bidder.
6. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
7. All other information regarding the bid responses will be held as confidential until such time as the General Services Agency has completed its evaluation, a recommended award has been made by the General Services Agency, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract by the General Services Agency. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
8. Each bid received, with the name of the Bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under

the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
11. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
12. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
13. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

S. RESPONSE FORMAT

1. Bid responses must be submitted online through Alameda County EZSourcing Supplier Portal.
2. Bid responses are to be straightforward, clear, concise and specific to the information requested.
3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: **Alameda County Proprietary**