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

 **ONLINE BIDDING PROCESS**

* Bid pricing must be submitted online through Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org/).
* The following pages require signatures and must be scanned and uploaded to Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org/):
1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#_BIDDER_INFORMATION) page
	1. [Must be signed by Bidder](#_BIDDER_ACCEPTANCE)
2. Exhibit A – Bid Response Packet, [SLEB Information Sheet](#SLEB_Info_Sheet)
	1. [Must be signed by Bidder](#Prime_Bidder_Signature)
	2. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) if subcontracting to a SLEB

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902078

**for**

Ergonomic Evaluation and Vendor Management Services

|  |
| --- |
| **For complete information regarding this project, see** **Request for Proposal (RFP) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>]**or contact the County representative listed below. Thank you for your interest!** **Contact Person: Kachina Handy, Procurement & Contracts Specialist****Phone Number: (510) 208-9644****E-mail Address:** **kachina.handy@acgov.org** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**April 28, 2022**

through

**Alameda County**

**General Services Agency (GSA)-Procurement**

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

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

Alameda County is committed to reducing environmental impacts across our entire supply chain.

If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902078

Ergonomic Evaluation and Vendor Management Services

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **March 18, 2022** |
| **Networking/Bidders Conference** | **March 24, 2022, at 10:30 a.m. (Pacific Time)*****TO ATTEND ONLINE*:** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZGFjODg4MWQtOGIwMC00ODhhLWEzYjMtOGZhOGZkY2E1YjBj%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22f825e83e-d699-4b58-93d0-d4ae5b1777ec%22%7d" \t "_blank) **Or call in (audio only)** +1 415-915-3950,,932888176#   United States, San Francisco Phone Conference ID: 932 888 176# |
| **Written Questions Due via Email:****kachina.handy@acgov.org** | **March 25, 2022, by 5:00 p.m. (Pacific Time)** |
| **List of Attendees** | **March 29, 2022** |
| **Q&A Issued** | **April 12, 2022** |
| **Addendum Issued** [only if necessary to amend RFP] | **April 14, 2022** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **April 28, 2022, by 2:00 p.m. (Pacific Time)** |
| **Evaluation Period** | **April 28, 2022 – June 3, 2022** |
| **Vendor Interviews**  | **Week of May 23, 2022** |
| **Notice of Intent to Award Issued** | **June 6, 2022** |
| **Board Consideration Award Date** | **July 5, 2022** |
| **Contract Start Date** | **August 1, 2022** |

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

|  |
| --- |
| ***Alameda County Vendor Outreach*** |
| Wednesday, March 23, 202210:30 a.m. – 11:30 a.m.***TO ATTEND ONLINE:***[Join Microsoft Teams Meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)Call-in: +1 415-915-3950Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S*** ***PROCUREMENT TEAM!***This is a public event where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. |

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902078

SPECIFICATIONS, TERMS & CONDITIONS

 for

ERGONOMIC EVALUATION AND VENDOR MANAGEMENT SERVICES

**TABLE OF CONTENTS**

 **Page**

[CALENDAR OF EVENTS 3](#_Toc98414170)

[I. STATEMENT OF WORK 5](#_Toc98414171)

[A. INTENT 5](#_Toc98414172)

[B. SCOPE/BACKGROUND 5](#_Toc98414173)

[C. BIDDER QUALIFICATIONS 6](#_Toc98414174)

[D. SPECIFIC REQUIREMENTS 6](#_Toc98414175)

[E. DELIVERABLES / REPORTS 9](#_Toc98414176)

[F. NETWORKING / BIDDERS CONFERENCES 10](#_Toc98414177)

[II. COUNTY PROCEDURES, TERMS, AND CONDITIONS 11](#_Toc98414178)

[G. EVALUATION CRITERIA / SELECTION COMMITTEE 11](#_Toc98414179)

[H. CONTRACT EVALUATION AND ASSESSMENT 16](#_Toc98414180)

[I. NOTICE OF INTENT TO AWARD 16](#_Toc98414181)

[J. Bid Protest/Appeals Process 17](#_Toc98414182)

[K. TERM / TERMINATION / RENEWAL 19](#_Toc98414183)

[L. QUANTITIES 19](#_Toc98414184)

[M. PRICING 19](#_Toc98414185)

[N. AWARD 20](#_Toc98414186)

[O. METHOD OF ORDERING 22](#_Toc98414187)

[P. INVOICING 23](#_Toc98414188)

[Q. ACCOUNT MANAGER / SUPPORT STAFF 23](#_Toc98414189)

[III. INSTRUCTIONS TO BIDDERS 24](#_Toc98414190)

[R. COUNTY CONTACTS 24](#_Toc98414191)

[S. SUBMITTAL OF BIDS 24](#_Toc98414192)

[T. RESPONSE FORMAT 26](#_Toc98414193)

ATTACHMENTS

**EXHIBIT A BID RESPONSE PACKET**

**EXHIBIT D INVOICE EXAMPLES**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe ergonomic evaluation and vendor management services being requested by the County.

The County intends to award a three-year contract (with option to renew for two-years) to a pool of up to two (2) Bidders selected as the most responsible Bidders whose response conforms to the RFP and meets the County’s requirements.

## SCOPE/BACKGROUND

The County has approximately 9,500 employees with majority of them located in Oakland, Hayward, and Dublin. Many County employees are engaged in a wide variety of administrative work functions.

The County is seeking to contract with qualified ergonomic Contractor(s) to administratively manage and perform preventive ergonomic evaluation, liaison training, and limited follow-up and chair-related services. The selected ergonomic Contractor(s) will be expected to develop preventative ergonomic evaluation assessments to identify injury risk factors and develop solutions to reduce injuries. Evaluations should use employee behavioral training, assessment of existing equipment and limited recommendations for additional equipment based on the individual and the worksite situation.

Preventative ergonomic evaluation requests are approved by the employee’s supervisor and emailed to Contractor(s) at a dedicated Risk Management Unit (RMU) Ergo Lab email address. All requests are reviewed and entered into an ergonomic evaluation database. Initial requests and requests for individuals who have not had an ergonomic evaluation for at least five years, are forwarded to the ergonomic Contractor(s) by RMU staff daily. Requests outside of this scope will be assessed on a case-by-case basis by RMU.

Contractor(s) will provide, on a non-exclusive basis, preventive ergonomic services. The County shall have the right to determine whether or not to the use of the evaluator’s preventive ergonomic services is deemed suitable for the specific evaluation request at County’s sole discretion. Contractor(s) recognize that the County may maintain a list of pre-approved contractor(s) for required preventive ergonomic service requests. The County neither warrants nor guarantees any minimum compensation to the Contractor(s) under this RFP.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
			1. Bidder shall be regularly and continuously engaged in the business of providing ergonomic evaluation and vendor management services for at least five (5) years over the last seven or more consecutive years where the primary job function was to perform ergonomic evaluation and vendor management services. This minimum qualification must be verifiable through the references provided in Bid Response Packet.
			2. Bidder shall have three (3) years of the above verifiable experience working with at least one client that has at least 2,000 employees.
			3. Bidder shall possess a current State of California license in Physical Therapy or Occupational Therapy. A copy of the license shall be submitted at the time of bid.
			4. Bidder shall possess a current certification in ergonomics by a nationally recognized organization. A copy of this certification shall be submitted at the time of bid.
			5. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFP.

## SPECIFIC REQUIREMENTS

* + 1. Contractor shall demonstrate knowledge of ergonomic principles, ergonomic solutions, and risk factors.
			1. RSI (repetitive strain injury), CTD (cumulative trauma disorder) and RMI (repetitive motion injury) and MSD (musculoskeletal disorder);
			2. Office workflow and workstation set-up;
			3. Proper use of desktop, laptop, and handheld computers;
			4. Safe keyboarding techniques;
			5. Proper use and limitations of voice-activated software;
			6. Proper use and limitations of sitting to standing workstations;
			7. Proper use and limitations of all recommended ergonomic products and equipment; and
			8. The Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA, ergonomic standards for RSI/RMI.
		2. Ergonomic liaison training shall consist of three trainings per year and will consist of the following:
			1. Basic Learning principles of ergonomics and their applications;
			2. Learn about the proper use of equipment, tools, and machine controls;
			3. Use of good work practices, including proper lifting techniques;
			4. Become more aware of work tasks that may lead to pain or injury;
			5. Recognize early symptoms of MSDs;
			6. Understand the importance of reporting and addressing early indications of MSDs before serious injuries develop;
			7. Understand procedures for reporting work-related injuries and illnesses, as required by OSHA’s injury and illness recording and reporting regulation;
			8. General/layperson ergonomics overview;
			9. Summary of most helpful types of ergonomic equipment (including chairs);
			10. Hands-on description of equipment adjustments (including chairs); and
			11. Question and Answer period.
		3. Office ergonomic evaluations shall consist of an evaluation and equipment training on a case-by-case basis. For each evaluation, the ergonomic evaluator will perform the following tasks:
			1. Schedule and perform the ergonomic evaluation within ten (10) business days of receiving the referral;
			2. Analyze the employee’s job duties and work flow;
			3. Observe the employee performing various tasks and the employee’s use of ergonomic techniques;
			4. Include the employee’s supervisor in the ergonomic evaluation or confirm the employee’s job duties with the employee’s supervisor before submitting the written report;
			5. Train the employee on proper ergonomic techniques to use when performing job duties and how to set-up/adjust their workstation and equipment;
			6. Train the employee on proper body mechanics, micro breaks and task rotation techniques;
			7. Upon approval, make necessary arrangements with the employee, ergo lab or vendor showroom to conduct a chair fitting session, as needed;
			8. Utilize home department ergonomic equipment
			9. Utilize County General Services Agency (GSA) Property and Salvage, as reasonably appropriate for potential refurbished ergonomic equipment;
			10. Submit a written report within seven (7) calendar days of the evaluation date; and
			11. Comply with the following performance requirements:
				1. Ergonomic evaluations must be completed within 10 days from the date the referral is received from RMU.
				2. Contractor shall confirm appointments with appropriate departmental contact at least 24 hours in advance.
				3. Contractor shall give a minimum of 24-hour notice before cancelling a scheduled ergonomic evaluation, chair sitting appointment, or follow-up appointment.
				4. Contractor shall not penalize the County if employees cancel or reschedule their ergonomic evaluation appointment within 24 hours.
				5. Contractor shall arrive on time for all scheduled ergonomic services.
				6. Contractor shall maintain a professional and compassionate demeanor while evaluating and training County employees.
				7. Contractor shall avoid recommending ergonomic equipment that is not available through Alameda County Property and Salvage, is difficult to use, has a poor utilization rate, or may pose an additional risk.
				8. Contractor shall not market his/her services and/or products to County employees.
				9. Contractor must comply with the County of Alameda ergonomic program. It will be updated periodically and provided by Risk Management.
		4. Contractor shall include a vendor management component that includes:
1. Communication with department/agency ergonomic liaisons.
2. Adhere to the County Preventative Ergonomic Programs guidelines (one virtual evaluation every five years; preapproval of timed assignments for follow-up consultations and chair fittings; tracking employee evaluations, related services, and programs costs).
3. Track and update the preventative ergonomic evaluation database and monthly reports on program services and costs.

## DELIVERABLES / REPORTS

* + 1. The Contractor shall be required to submit a written report to RMU, with a copy to the employee’s supervisor, within seven (7) calendar days of the date of the evaluation. The report shall contain, but not be limited to, the following information:
			1. Employee data to include job title, location, shift, and supervisor;
			2. Physical factors of the job;
			3. Job tasks and duties;
			4. Ergonomic risk factors and solutions;
			5. Current workstation/equipment set-up including a photograph of workstation/equipment set-up before and after recommendations are completed;
			6. Recommend adjustments to work processes or equipment and/or instructions for alternative methods of completing job tasks;
			7. Equipment recommendations with a reminder to departments to first check Alameda County Property and Salvage, vendor resources, and other options;
			8. Installation and/or workstation/equipment changes;
			9. Employee education on set-up and/or use of equipment;
			10. Employee training on ergonomic techniques, micro breaks, stretching breaks, and other techniques for reducing job-related injuries; and
			11. Summary with any additional recommendations.
		2. Contractor shall take over the process for RMU, manage the database, and provide a monthly ergonomic report including:
1. Employee name;
2. Department;
3. Hours required;
4. Task assignment;
5. Dates of service;
6. Ergonomic evaluator assigned; and
7. History of ergonomic evaluations.

## NETWORKING / BIDDERS CONFERENCES

* + 1. The Bidders Conference held on March 24, 2022, will have an online conference option enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZGFjODg4MWQtOGIwMC00ODhhLWEzYjMtOGZhOGZkY2E1YjBj%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22f825e83e-d699-4b58-93d0-d4ae5b1777ec%22%7d) or call in (audio only) +1 415-915-3950,,932888176#.
		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:
			1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
			2. Provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification.
			3. Provide the County with an opportunity to receive feedback regarding the project and RFP.
		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 RFP Question and Answer (Q&A) following the Networking/Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued following the Networking/Bidders Conferences. 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 March 25, 2022, to:

Kachina Handy, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: kachina.handy@acgov.org

Phone: (510) 208-9644

* + 1. Potential Bidders are strongly encouraged to attend Networking/Bidders Conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a Networking/Bidders Conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a Networking/Bidders Conference is highly recommended but is not mandatory.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis will be evaluated by a County Selection Committee (CSC).  The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in ergonomic evaluation and vendor management services. The CSC will score and recommend a pool of Contractors in accordance with the evaluation criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

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

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidder(s) should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.

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

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

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

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

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

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

The zero to five-point scale range is defined as follows:

|  |  |  |
| --- | --- | --- |
| 0 | Not Acceptable | Non-responsive, fails to meet RFP specification. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in disqualification of proposal. |
| 1 | Poor | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP. |
| 2 | Fair | Has a reasonable probability of success, however, some objectives may not be met? |
| 3 | Average | Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.  |
| 4 | Above Average / Good | Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations. |
| 5 | Excellent / Exceptional | Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification. |

The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.  | Pass/Fail |
|  | **Debarment and Suspension:**Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at [www.sam.gov/SAM/](https://www.sam.gov/SAM/). | Pass/Fail |
|  | **Cost:**The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each Bidder’s total proposed cost.While not reflected in the Cost evaluation points, an evaluation may also be made of:1. Reasonableness (i.e., does the proposed pricing accurately reflect the Bidder’s effort to meet requirements and objectives?);
2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?); and
3. Affordability (i.e., the ability of the County to finance ergonomic evaluation and vendor management services.

Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford. | 15 Points |
|  | **Technical Criteria:** In each area described below, an evaluation will be made of the probability of success of, and risks associated with, the proposal response:1. Has the bidder demonstrated a thorough understanding of ergonomic principles and process for each scenario?
2. How well has the bidder identified pertinent issues, potential risk factors and developed ergonomic solutions related to each scenario?
3. Has the bidder submitted reports that demonstrate a clear understanding of County objectives?
4. Has the bidder demonstrated a broad understanding of ergonomic products and practices?
 | 25 Points |
|  | **Understanding of the Project:** Proposals will be evaluated against the RFP specifications and the questions below:1. Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the proposer identified pertinent issues and potential problems related to the project?
3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide?
4. Has the proposer demonstrated that it understands the County’s time schedule and can meet it?
 | 10 Points |
|  | **Relevant Experience:**Proposals will be evaluated against the RFP specifications and the questions below:1. Do the individuals assigned to the project have experience on similar projects?
2. How extensive is the applicable education and experience of the personnel designated to work on the project?
 | 20 Points |
|  | **References (See Exhibit A – Bid Response Packet)**  | 10 Points |
|  | **Oral Interview:**The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. The scoring may be revised based on the oral interview. | 20 Points |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE**  |
|  | Local Preference: Points equaling five percent of the Bidder’s total score, for the above Evaluation Criteria, will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |
|  | Small and Local or Emerging and Local Preference: Points equaling five percent of the Bidder’s total score, for the above Evaluation Criteria, will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |

## CONTRACT EVALUATION AND ASSESSMENT

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

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated.  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.

## NOTICE OF INTENT TO AWARD

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

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

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

## Bid Protest/Appeals Process

GSA-Procurement prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

* + 1. Any bid protest by any Bidder regarding any other Bid must be submitted in writing to the County’s GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Email: GSA-BidProtests@acgov.org, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
			1. The bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
			4. The County Agency/Department will notify all Bidders of the protest as soon as possible.
		2. Upon receipt of 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.

		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 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.
			1. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
			2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the bid or, where appropriate, County contracting policies or other laws and regulations.
			3. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-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.
			4. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
			5. The decision of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
		4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of 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.

## TERM / TERMINATION / RENEWAL

* + 1. The term of the contract, which may be awarded pursuant to this RFP, will be three years.
		2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

## QUANTITIES

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

## PRICING

* + 1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
		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. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
		4. Taxes and freight charges:
			1. The County is soliciting a total price for this project. 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.
			2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid.
			3. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
			4. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
		5. All prices quoted shall be in United States dollars and “whole cent,” no cent fractions shall be used. There are no exceptions.
		6. Price quotes shall include any and all payment incentives available to the County.
		7. 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.
		8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

## AWARD

* + 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section titled “Evaluation Criteria/Selection Committee.”
		2. The committee will recommend award to the Bidders who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Bidder with the lowest price.
		3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.

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

* [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm) [<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/) [<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): 621340, and 621399.

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

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

* + 1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
		2. Any proposal/bids that contain false or misleading information may be disqualified by the County.
		3. The County reserves the right to award to a single or multiple Contractors.
		4. The County reserves the right to conduct further procurements for these services during the term of the contract if it determines that additional Contractors are needed to supplement the services being provided.
		5. The County has the right to decline to award this contract or any part thereof for any reason.
		6. Board approval to award a contract is required.
		7. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
		8. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

[**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)]

The template contains minimal Agreement boilerplate language only.

* + 1. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder’s proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

## METHOD OF ORDERING

* + 1. A written PO and signed Standard Agreement contract will be issued upon Board approval.
		2. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to accept order(s) and/or perform services.
		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.

## 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. Ergonomic evaluator invoices shall be submitted monthly in an Excel format and contain County PO number, invoice number, date of service, employee’s name, employee’s department, department address, types of service, ergonomic evaluator’s name, bill time, and dollar amount as seen on Attachment 2.
		5. Ergonomic evaluator contractor(s) shall utilize the Attachment 2 invoice template with dollar amounts auto calculated by Excel formulas and audited for accuracy prior to submission for payment.
		6. Ergonomic training invoices shall be submitted upon completion of a training course and include the course title, description, length of course, date of service and the number of participants.
		7. Invoices shall only be issued by the Contractor who is awarded a contract.
		8. Payments will be issued to, and invoices must be received from the same Contractor whose name is specified on the Pos.
		9. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder’s response to this RFP and any contract which may arise pursuant to this RFP.
		2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products 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 and work with the County Administrator’s Office – Risk Management Unit to ensure that established standards are adhered to.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

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

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

Contact Information for this RFP:

Kachina Handy, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: kachina.handy@acgov.org

Phone: (510) 208-9644

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/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view current contracting opportunities.

## 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 County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project.  In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
		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.

## 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 RFP 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 and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>] for more information.

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* **As described in the submittal of bids section of this RFP, Bidders must submit an electronic copy of the bid in PDF (with OCR preferred). The electronic copy must have all appropriate pages signed (**✍**).**
* **Each page of the Bid Response Packet must be submitted through the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidder must be submitted with such pages or items clearly marked “N/A” or the bid may be disqualified as incomplete.**
* **Bidders shall not modify the Bid Response Packet or any other County-provided document unless instructed to do so. Modifications Bidders are instructed to make include:**
	+ **On the cover page of the Bid Response Packet, Bidders must replace the information in BLUE font (name of Bidder organization, primary contact name, etc.).**
* **Bidder must quote price(s) as specified in the RFP, including any addendums, and as specified in the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **event.**
* **Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.**
* **If a Bidder is making any clarifications or taking exception to policies or specifications of this RFP, these must be submitted in the *Exceptions and Clarifications* form of the Bid Response Packet in order for the bid response to be considered complete.**

 **Date of Submission**

**Name of Bidding Organization**

**Primary Contact Name**

**Primary Contact Title**

**Address 1**

**Address 2**

**City, State Zip Code**

**Phone Number**

**Email Address**

### BID RESPONSE PACKET

 RFP No. 902078

Ergonomic Evaluation and Vendor Management Services

#### BIDDER INFORMATION

Official Name of Bidder:

Street Address Line 1:

Street Address Line 2:

City:  State:  Zip Code:

Webpage:

Type of Entity / Organizational Structure (check one):

 [ ]  Corporation [ ]  Joint Venture [ ]  Partnership

 [ ]  Limited Liability Partnership [ ]  Limited Liability Corporation [ ]  Non-Profit / Church

 [ ]  Sole Proprietor

 [ ]  Other:

Jurisdiction of Organizational Structure:

Date of Organizational Structure:

Federal Tax Identification Number:

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:

Telephone Number:  Alternate Number:

E-mail Address:

#### BIDDER ACCEPTANCE

1. The undersigned declares and agrees that the Bid Documents, including, without limitation, RFP, Q&A, Addenda, and Exhibits have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. 902078 – Ergonomic Evaluation and Vendor Management Services.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, general County requirements, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
* [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

* [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

* [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

* [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)

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

* [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

* [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm)

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

* [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP.
2. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
4. The undersigned acknowledges ***ONE*** of the following (please check only one box):

[ ]  Bidder is not local to Alameda County and is ineligible for any bid preference, **or**

[ ]  Bidder is a certified SLEB at the time of bid submittal and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB Information Sheet](#SLEB_Info_Sheet)); **or**

[ ]  Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:

* Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
* Proof of six months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

**SIGNATURE:** ✍

Name/Title of Authorized Signer:

Dated this  day of  20

#### TABLE OF CONTENTS

**Instructions**: Bidder shall remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted shall be clearly marked *Table of Contents*.

#### LETTER OF TRANSMITTAL

**Instructions**: Bidder shall remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Bidder’s capabilities and approach in providing its services to the County and provide a brief synopsis of the highlights of its proposal and overall benefits to the County. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

**Maximum Length**: 2 pages

#### BID FORM

**Instructions**:Bidder must use the Excel Bid Form provided.

**COST SHALL BE SUBMITTED AS REQUESTED ON THE EXCEL BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes (excluding sales and use tax) and all other charges, including travel expenses, and is the maximum cost the County will pay for the term of any contract that is a result of this RFP.

Quantities listed on Alameda County **Excel Bid Form** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bid pricing on all line items are required. Partial bids are not acceptable.

By submission through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

#### DESCRIPTION OF PROPOSED SERVICES

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Description of Proposed Services**.

The *Description of Proposed Service* shall describe the overall services and/or program. The Bidder must address how they will meet or exceed each requirement listed in **Section D (Requirements)** and **Section E (Deliverables/Reports)**.

At minimum, the Bidder must include the following details:

1. Describe the program’s desired overall goals, anticipated outcomes, measurable objectives, and key tasks including the key personnel responsible for achieving them.
2. Explain any special resources, procedures, or approaches that make the services of Bidder particularly advantageous to the County.
3. Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating the minimum qualifications for this RFP. (Please note any requests for exceptions or clarifications MUST be identified on Exceptions and Clarification form below and the County is under no obligation to accept any exceptions or clarifications and any such exceptions and clarifications may be a basis for bid disqualification.)

**Maximum** **Length**: none

**TABLE OF KEY PERSONNEL**

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Table of Key Personnel**. The table shall include all key personnel associated with the RFP.

This table must include all key personnel who will provide services to the County, including collaborating partners. The table must include the following information for each key person:

1. The person’s relationship with Bidder, including job title and years of employment with Bidder;
2. Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address;
3. The role that the person will play in connection with the RFP;
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

If a Bidder collaborates with any other partners or subcontractors, Bidder shall identify subcontractors, subcontractor qualifications, and how they plan to work together. Bidder(s) shall identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

In addition to the table, Bidders must submit a complete résumé or curriculum vitae for each key personnel listed in the table that includes educational background, relevant experience on similar projects, certifications, and merits.

**Maximum** **Length**: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae.

#### REFERENCES

**Instructions**: On the following pages are the templates that Bidders must use to provide references. Bidders are to provide a list of three current and two former references. References must be satisfactory as deemed solely by County. Services or goods provided by Bidder to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Bidders must verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Bidders submission.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

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

**REFERENCES**

RFP No. 902078 – Ergonomic Evaluation and Vendor Management Services

Three Current REFERENCES

Bidder Name:

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

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

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

**TWO FORMER REFERENCES**

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

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

#### EXCEPTIONS AND CLARIFICATIONS

**Instructions**: On the following page is the **Exceptions and Clarifications** form. Bidders must use this form to identify any and all exceptions and/or clarifications to the RFP and associated Bid Documents.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

**EXCEPTIONS AND CLARIFICATIONS**

RFP No. 902078 – Ergonomic Evaluation and Vendor Management Services

Bidder Name:

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

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

|  |  |
| --- | --- |
| **Reference to:** | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**EXAMPLE | **D** | **1.c.** | ***Vendor takes exception to…*** |
|       |       |       |       |
|       |       |       |       |
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|       |       |       |       |

\*Use additional pages as necessary

#### SLEB INFORMATION SHEET

**Instructions**: On the following page is the *SLEB Information Sheet*. Every Bidder must fill out and submit a signed SLEB Information Sheet, indicating their SLEB certification status. If Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement.  The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be complete at the time of bid submittal for SLEB primes and SLEB subcontractor(s).

* For SLEB Subcontracting Questions: Please contact the General Services Agency-Office of Acquisition Policy – Ratha Chuon, ratha.chuon@acgov.org, (510) 208-9617.
* For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.

SMALL LOCAL EMERGING BUSINESS (SLEB)

INFORMATION SHEET

**RFP No. 902078 – Ergonomic Evaluation and Vendor Management Services**

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

**Bidders that are not certified SLEBS (for definition of a SLEB see** [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)**; [**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**]) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with, as evidence of a firm contractual commitment to meeting the SLEB participation requirement.**

**Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build capacity to eventually bid as a prime on their own.**

**Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).**

**County departments, prime and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with** [**Elation Systems**](http://www.elationsys.com/elationsys/)**; [**[**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**].**

|  |
| --- |
| **[ ]  BIDDER IS A CERTIFIED SLEB (sign at bottom of page)****SLEB BIDDER Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **NAICS Codes Included in Certification:**  |

**OR**

|  |
| --- |
| **[ ]  BIDDER IS NOT A CERTIFIED SLEB and will subcontract      % with the SLEB named below for the following goods/services:** **SLEB Subcontractor Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **SLEB Certification Status: [ ]  Small / [ ]  Emerging** **NAICS Codes Included in Certification:** **SLEB Subcontractor Principal Name:** **SLEB Subcontractor Principal Signature:** ✍ **Date:**  |

**Upon award, Bidder (the prime Contractor) and** **all SLEB subcontractors** agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_ Zip Code\_\_\_\_\_\_

##### Bidder Signature: ✍ Date:

#### CREDENTIALS

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidders are to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFP.

##### INSURANCE REQUIREMENTS

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

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

see next page for county of alameda

minimum insurance requirements

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

|  |  |
| --- | --- |
| **TYPE OF INSURANCE COVERAGES** | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery | $1,000,000 per occurrence (CSL)Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)Any AutoBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**Required for all contractors with employees | WC: Statutory LimitsEL: $1,000,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions** Includes endorsements of contractual liability and defense and indemnification of the County | $1,000,000 per occurrence$2,000,000 project aggregate |
| **E** | **Endorsements and Conditions**:1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
* Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above.
* Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.
1. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
2. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 |

Certificate C-2 (Rev. 3/31/2020)

**EXHIBIT D**

**Invoice Example**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Company Name** |  |  |  |  |  |  |  |  |
| **Address** |  |  |  |  |  |  |  |  |
| **Tax ID** |  |  |  |  |  |  |  |  |
| **Invoice #** |  |  |  |  |  |  |  |  |
| **Date of Service** | **Employee** | **Agency/Department** | **Address** | **City** | **On-Site** | **Chair Fitting** | **Follow-Up Appt./Call** | **Total Time(hours)** | **Hourly Rate** | **Cost** |
|   |   |   |   |   |   |   |   | 0.00 |   | $0.00 |
|   |   |   |   |   |   |   |   | 0.00 |   | $0.00 |
|   |   |   |   |   |   |   |   | 0.00 |   | $0.00 |
|   |   |   |   |   |   |   |   | 0.00 |   | $0.00 |
|   |   |   |   |   |   |   |   | 0.00 |   | $0.00 |
|   |   |   |   |   |   |   |   | 0.00 |   | $0.00 |
|   |   |   |   |   |   |   |   | 0.00 |   | $0.00 |
|   |   |   |   |   |   |   |   | 0.00 |   | $0.00 |
|   |   |   |   |   |   |   |   | 0.00 |   | $0.00 |
|   |   |   |   |   |   |   |   | 0.00 |   | $0.00 |
|  |  |  |  |  |  |  |  |  | **Total Cost** | $0.00 |