**COUNTY OF ALAMEDA**

**INFORMAL REQUEST FOR QUOTATION No. 902153**

**for**

**FIRE APPARATUS TIRES AND TIRE SERVICES**

**For complete information regarding this project, see** **Informal Request for Quotation (IRFQ) 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/]**](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, GSA-Procurement**

**Phone Number: (510) 208-9644**

**E-mail Address:** [**kachina.handy@acgov.org**](mailto:kachina.handy@acgov.org)

**RESPONSE DUE**

by

**2:00 p.m.**

on

**June 17, 2022**

through

**Alameda County**

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

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

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

# CALENDAR OF EVENTS

INFORMAL REQUEST FOR QUOTATION No. 902153

FIRE APPARATUS TIRES AND TIRE SERVICES

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **June 8, 2022** |
| **Addendum Issued**  [only if necessary to amend IRFQ] | **June 10, 2022** |
| **Response Due and Submitted through**  [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **June 17, 2022, by 2:00 p.m. (Pacific)** |
| **Evaluation Period** | **June 17, 2022 – June 22, 2022** |
| **Notice of Intent to Award Issued** | **June 29, 2022** |
| **Board Consideration Award Date** | **July 19, 2022** |
| **Contract Start Date** | **September 15, 2022** |

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

|  |  |
| --- | --- |
| ***Alameda County Vendor Outreach*** | |
| Wednesday, June 15, 2022  10:30 a.m. – 11:30 a.m.  ***TO ATTEND ONLINE:***  [Vendor Outreach](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: +1 415-915-3950  Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S***  ***PROCUREMENT TEAM!***  This is a public event that is not specific to any IRFQ, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County.  These are conducted on most Wednesdays, dates and locations can be confirmed by checking at  [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>] |

1. INTENT

It is the intent of these specifications, terms, and conditions to describe tire apparatus and tire services.

The County intends to award a six-month contract to the lowest responsible bidders whose response meets the County’s requirements.

1. SCOPE/BACKGROUND

Alameda County Fire Department (ACFD) is seeking to enter into contracts with a pool of up to three (3) qualified vendors to provide tires and tire services to its fleet of fire apparatus and staff vehicles. The services shall be fire trucks and support vehicles of various sizes. The fleet of vehicles are used for emergency response and support to the community.

ACFD uses a very wide range of tire sizes, weight rating, and tread patterns. The awarded contractors shall have the ability to supply all sizes and tread designs. Pricing submitted shall be consistent with current government pricing.

Tire services shall include, wheel alignments, tire mount, tire balancing, field repairs of heavy equipment, replacement of tires, and wheels on off-road equipment and heavy-duty trucks. The highest priority regarding tire service is to limit downtime of any Fire vehicle and to keep Fire staff as productive as possible. Bidders do not have to provide all services to be considered for award.

Logistically, the County intends to set up the following service radius:

1. South County: The vendor located in the South County area shall be responsible for providing services for County vehicles in the following areas, which includes, but are not limited to, the cities of Castro Valley, Fremont, Hayward, Newark, San Leandro, San Lorenzo, and Union City.
2. Tri-Valley: The vendor located in the Tri-Valley area shall be responsible for providing servicing for County vehicles in the following areas, which includes, but are not limited to, the cities of Dublin, Livermore, and Pleasanton.
3. North County: The vendor located in the North County area shall be responsible for providing services for County vehicles in the following areas, which includes, but are not limited to, the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont.
4. BIDDER QUALIFICATIONS
   * 1. BIDDER Minimum Qualifications
        1. Bidder shall be regularly and continuously engaged in the business of providing tire apparatus and tire services to fire jurisdiction(s) for at least three (3) years. Experience must be clearly stated or demonstrated in the bid response
        2. Bidder shall be a certified tire manufacturer or authorized dealer. Proof of meeting this requirement must be included in bid response.
        3. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this IRFQ.
        4. Bidder shall have the ability to sell tires using their national accounts/government pricing. Verifiable through published listing.
5. SPECIFICATION REQUIREMENTS
6. Tire Contractors shall:
7. Provide tire services and products in accordance with the specifications, terms and conditions listed herein.
8. Be equipped to provide tire services for auto, light duty, medium duty, and heavy-duty vehicles.
9. Be available for delivery of tires for servicing Monday through Friday during the hours of 7:00 a.m. – 5:00 p.m.
10. Maintain records to document that waste tires and other regulated or hazardous materials that may be generated as part of this contract are handled, stored, and disposed of in accordance with federal, state, and local laws.
11. Use only wheel weights of material other than lead per California State law. Used or unused leaded wheel weights shall be recycled or otherwise disposed of in a manner that prevents them from being disposed of in a landfill.
12. Tire Repair Service Contractors shall:
13. Contractor shall provide tire repair services within 24 hours of notification unless otherwise specified by the ACFD, General Services Manager.
14. Wheel Alignments
    1. Contractor shall adjust check and adjust the caster, camber, and toe angles in a vehicle's suspension to maintain specifications manufacturer’s specifications. Contractor will ensure that the vehicle will travel straight and true, without "pulling" to one side.
15. Tire Balancing
16. Contractor shall ensure the equal distribution of the mass of the tire and wheel assembly for smooth driving. Balance is achieved by fitting weights to the wheel rim to offset uneven weight distribution of the tire or wheel.
17. Patching
18. Contractor may be required to patch tires at the request of the County. Contractor will ensure patched tires will not leak. Continued leaking shall be repaired at no charge.
19. Inspection
20. Contractor shall inspect all tires on vehicles contractor is working on.
21. Tire inspection shall include the following:
22. Check for accurate air pressure;
23. Inspect tread for uneven and irregular wear and the need for rotation;
24. Inspect for damage to tread and sidewall, such as cuts, gouges, curb damage, damage to bead and objects penetrating the rubber;
25. Inspect for evidence that dual tires are coming into contact with each other;
26. Probe cuts and penetrations with a blunt-ended probe. If the steel is exposed or the probe reaches the steel, then remove the wheel and tire for repair;
27. Remove debris from the tires that might cause penetrations; and
28. If a leak is detected in a tire, then mark it, remove the wheel, and have the tire repaired.
29. Tire Replacements
30. Replacement of tires and wheels on light and heavy-duty vehicles; and
31. Contractor shall properly fit tires to wheel rims according industry standards and manufacturer’s specifications.
32. Tire Rotation
    1. Contractor shall provide tire rotation services to even out or extend tire wear.
33. Tire Recapping
    1. All recapping must be performed in accordance with applicable federal standards for tire recapping;
    2. Recapping services shall include tires with casings and without casings. Contractor shall provide casings at no additional charge to the County when needed; and
    3. Contractor shall have the ability to store up to 20 recapped tires until needed.
34. Emergency Services / Roadside Assistance Contractors shall:
    1. Contractor shall repair tires at various locations throughout the County;
    2. Contractor shall be able to respond to a service call within two (2) hours of notification.
    3. Provide emergency road and off-road tire repairs twenty-four (24) hours, seven (7) days a week, as requested by the County.
    4. Contractor shall make available to the County, a telephone number where Contractor can be reached 24/7 in case of an emergency.
    5. Emergency road repairs shall be completed within three (3) hours of notifying Contractor of such request.
35. All Service Calls Contractors must:
    1. Provide flat rate per tire for dismount/mount. This rate shall apply to all call outs, scheduled, emergency, or roadside. No additional truck fees, patching, service call outs shall apply.
36. DELIVERABLES/REPORTS
    * 1. Service Report
         1. Contractor shall provide a report itemizing the goods and/or services provided within 72 hours of completion of work performed.
37. COUNTY PROVISIONS
38. Small and Emerging Locally Owned Business:

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 326211, 326212, 423130, 441320, and 811111.

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.

In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. To access the online (PDF) version of this application, please go to: [East Bay Interagency Alliance (EBIA) Common Application for Local Certification](http://www.acgov.org/auditor/sleb/forms/commonapp.pdf).

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six months prior to the issue date of this IRFQ; and which holds a valid business license issued by the County or a city within the County.

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 the following provisions shall apply to this IRFQ:

1. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a 5% bid preference. However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference **and** must subcontract with one or more County certified small and/or emerging local businesses for at least 20% of Bidder’s total bid amount in order to be considered for the contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other.
2. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this IRFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

* non-profit community based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents
* non-profit churches or non-profit religious organizations (NPO);
* public schools; and universities; and
* government agencies

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c)3.

If additional information is needed regarding this requirement, please contact the Auditor-Controller’s Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA  94612 via e-mail at [ACSLEBcompliance@acgov.org](mailto:linda.moore@acgov.org).

1. Environmentally Friendly Packaging: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.
2. NOTICE OF INTENT TO AWARD
   1. At the conclusion of the IRFQ response evaluation period, 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. 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.

1. AWARD
   1. The award will be made to the three lowest possible Bidders 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. The County reserves the right to award to a single or multiple Contractors.
   4. The County has the right to decline to award this contract or any part thereof for any reason.
   5. The IRFQ specifications, terms, conditions and Exhibits, IRFQ 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 IRFQ.
   6. Standard Services Agreement terms and conditions may 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/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[<https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP>]

The template contains minimal Agreement boilerplate language only.

1. DEBARMENT/SUSPENSION POLICY (PURCHASES $25,000 and over)

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of IRFQ response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

* The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at <https://www.sam.gov/SAM/>; and
* Bidders are to complete a Debarment and Suspension Certification form, included in Exhibit A – Bid Response Packet, certifying bidder, its principal, and their named and unnamed subcontractors are not debarred, suspended, or otherwise excluded by the United States Government.

1. COMPLIANCE INFORMATION AND RECORDS

As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor. [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm): [<http://acgov.org/auditor/sleb/elation.htm>]

1. SUBMITTAL OF BIDS
   * 1. All bids must be completed and successfully uploaded through Alameda County EZSourcing BY 2:00 p.m. on the due date specified in this IRFQ. Technical difficulties in downloading/submitting documents through the Alameda County EZSourcing shall not extend the due date and time.
     2. Successful uploading of a document does not equal acceptance of the document by Alameda County.
     3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet.
     4. All Exhibits **must** also be submitted through the EZSourcing preferably in a single file. All information requested on the Exhibits must be supplied. Any Exhibits (or items therein) not applicable to the bidder must still be submitted as part of a complete bid response, with such pages or items clearly marked “N/A.”
     5. Bidders must submit pricing on the Excel Spreadsheet – Bid Form(s) in EZSourcing.
     6. Bid responses will **NOT** be accepted via e-mail or facsimile.
     7. 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 IRFQ 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/>].

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* **As described in the submittal of bids section of this IRFQ, Bidders are to submit an electronic version of the bid in PDF. The electronic version 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 are to be submitted with such pages or items clearly marked “N/A” or the bid may be disqualified as incomplete.**
* **Bidder must quote price(s) as specified in the IRFQ 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 IRFQ, 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.**

### 

### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

IRFQ No. 902153

Fire Apparatus Tires and Tire Services

**BIDDER INFORMATION SHEET**

Company Name:

Doing Business As (DBA, if applicable):

Street Address Line 1:

Street Address Line 2:

City: State:  Zip Code:

Webpage URL (if applicable) :

Type of Entity / Organizational Structure (check one):

Corporation  Joint Venture  Limited Liability Partnership

Limited Liability Corporation  Partnership  Non-Profit / Church

Sole Proprietor  Other:

Federal Tax Identification Number (if applicable):

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:

Telephone Number:  E-mail Address:

**Authorized Signature:**

Name:Title:

Dated E-mail Address:

**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 SLEB Information Sheet 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, [GSA.OAP@acgov.org](mailto:GSA.OAP@acgov.org), (510) 208-9600.
* 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.

# FOR PURCHASES OVER $25,000 UP TO $100,000: Vendors must meet the definition of a small local emerging business (SLEB), or subcontract with a SLEB to participate in this IRFQ. SLEB prime vendors will be eligible for a 5% bid preference. See “County Provisions” section.

In addition, any prime that utilizes a SLEB subcontract agrees to the following contract compliance reporting requirements: [**Online Contract Compliance System**](http://www.acgov.org/gsa/departments/purchasing/policy/compliance.htm)[<http://acgov.org/auditor/sleb/elation.htm>]

**SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET**

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

**Bidders not meeting the** [**definition of a SLEB**](http://acgov.org/auditor/sleb/overview.htm) **(**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)**

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

**Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).**

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

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

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

**Upon award, prime Contractor and** **all SLEB subcontractors** that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title:

Street Address: \_     \_City       State       Zip Code

Bidder Signature:       Date:       **BIDDERS MINIMUM QUALIFICATIONS**

* + 1. BIDDER Minimum Qualifications
       1. Bidder shall be regularly and continuously engaged in the business of providing tire apparatus and tire services to fire jurisdiction(s) for at least three (3) years. Experience must be clearly stated or demonstrated in the bid response
       2. Bidder shall be a certified tire manufacturer or authorized dealer. Proof of meeting this requirement must be included in bid response.
       3. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this IRFQ.
       4. Bidder shall have the ability to sell tires using their national accounts/government pricing. Verifiable through published listing.

**Instructions:** Bidder shall respond and/or provide support documentation demonstrating fulfillment of all the minimum qualifications.

The Contractor shall provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this IRFQ if requested by the County.

Maximum Length: None**BID FORM(S)**

[**Online Bid Process**](https://ezsourcing.acgov.org/)

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

**Instructions**:Bidder must use the separate Excel 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 cost the County will pay for the three-year term of any contract that is a result of this bid.

Quantities listed on the **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** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County **EZSourcing** and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

**EXCEPTIONS AND CLARIFICATIONS**

Bidder Name:

List below requests of any clarifications and/or amendments or taking exception to policies or specifications of this IRFQ, including those to the County SLEB policy. These must be submitted in the Exceptions and Clarifications section, in order for the bid response to be considered complete.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference to:** | | | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**  EXAMPLE | **D** | **1.c.** | ***Vendor takes exception to…*** |
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\*Print additional pages as necessary**DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER)**

**The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principal, and any named and unnamed subcontractor:**

* **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
* **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
* **Does not have a proposed debarment pending; and**
* **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

**If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.**

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

BIDDER:

PRINCIPAL: TITLE:

SIGNATURE: DATE:

# MINIMUM INSURANCE REQUIREMENTS

**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:

|  |  |  |
| --- | --- | --- |
| **TYPE OF INSURANCE COVERAGES** | | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**  Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)  Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**  All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)  Any Auto  Bodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**  Required for all contractors with employees | WC: Statutory Limits  EL: $100,000 per accident for bodily injury or disease |
| **D** | **Endorsements and Conditions**:   1. **ADDITIONAL INSURED:** All insurance required above with the exception of Commercial or Business Automobile Liability, Workers’ Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 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 during the entire term of the Agreement and until 3 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. 3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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 a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 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. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 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:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 2. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. | |