COUNTY OF ALAMEDA

INFORMAL REQUEST FOR PROPOSAL No. 25289

**for**

Microfilm Retention Services

|  |
| --- |
| **For complete information regarding this project, see** **Informal Request for Proposal (IRFP) 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: Carol Garcia**  **Phone Number: (510) 272-6521**  **Email Address:** [**carol.garcia@acgov.org**](mailto:carol.garcia@acgov.org) |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**May 12, 2023**

through

**Alameda County, Auditor-Controller Agency**

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# CALENDAR OF EVENTS

INFORMAL REQUEST FOR PROPOSAL No. 25289

MICROFILM RETENTION SERVICES

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **April 28, 2023** |
| **Bidder’s Conference** | **May 3, 2023 @ 10:00 a.m.** |
| **Addendum Issued** | **May 4, 2023** |
| **Response Due and Submitted through**  [**Email**](mailto:Email): **carol.garcia@acgov.org** | **May 12, 2023 by 2:00 p.m.** |
| **Evaluation Period** | **April 28 – May 12, 2023** |
| **Vendor Interviews** | **Week of May 15, 2023** |
| **Notice of Intent to Award Issued** | **May 15, 2023** |
| **Board Consideration Award Date** | **May 23, 2023** |
| **Contract Start Date** | **July 1, 2023** |

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

COUNTY OF ALAMEDA

INFORMAL REQUEST FOR PROPOSAL No. 25289

SPECIFICATIONS, TERMS & CONDITIONS

for

MICROFILM RETENTION SERVICES

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ATTACHMENTS

EXHIBIT A - **BID RESPONSE PACKET**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe microfilm retention services being requested by the County.

The intent of this Informal Request for Proposal (IRFP) is to search for qualified vendors who are capable of providing the Clerk-Recorder’s Office with storage of microfilms and microfiche, and have the capacity to securely and efficiently manage off-site storage and retrieval of microfilms containing official public records of the County.

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

## SCOPE

Alameda County encompasses approximately 813 square miles east of the San Francisco Bay, has a population of approximately 1.7 million, and includes 14 cities and six main unincorporated areas. The Clerk-Recorder’s office is responsible for processing, preserving, and protecting official public records.

The Alameda County Clerk-Recorder’s office currently stores a copy of official public records (in the form of microfilms) in a remote location. The County currently has over 11,500 units of microfilm in varying sizes stored in over 400 cubic feet of storage space.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
       1. Bidder shall be regularly and continuously engaged in the business of providing microfilm retention services for customers of similar size and complexity as the County of Alameda for at least five (5) years. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions. Experience must be demonstrated by references provided by Bidder at the time of bid.
       2. Contractor’s vault shall be:
          1. At least 120 miles from the Clerk Recorder’s Office located at 1106 Madison Street, Oakland, CA 94607;
          2. At least 120 miles from an earthquake fault line (Bidders may use the State of California website as a reference [http://maps.conservation.ca.gov/cgs/fam/](http://maps.conservation.ca.gov/cgs/fam//) );
          3. Not in a heavy flood zone, to ensure County microfilm and microfiche are adequately protected from external elements (Bidders may use the FEMA website as a reference <https://msc.fema.gov/portal/>); and
          4. Not be beneath a dam. The location of the vault on a map shall be included within proposal.

Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform microfilm retention services including handling of confidential microfilms

## SPECIFIC REQUIREMENTS

1. Contractor’s Responsibilities
2. Contractor shall pick up County's microfilm and microfiche records in a secured manner and transport to Contractor’s storage facility.

Pick-up and delivery of records shall be within 24 hours of request, Request made over the weekend may be picked up on the next business day.

1. Contractor shall provide County unlimited support in retrieving and duplicating images from a specific microfilm or microfiche from stored records as requested by the County.
2. Contractor shall index all stored boxes/film and provide County with an indexing report prior to uploading information into the microfilm management system. Index shall include a detailed description of each box and each record stored in the box.
3. Contractor shall maintain an online microfilm management system and provide access to County for review of submitted records.
4. Contractor’s system shall be designed to allow County to:

Update administrators’ authorities or roles   
(i.e. pick-up/delivery requests, etc.);

Amend inventory descriptions;

Create reports to County specifications;

Review invoices;

Schedule pick-up and retrieval requests; and

Search inventory by individual film or box.

1. Contractor shall provide County with a method for organizing microfilm pickup and retrieval services included but not limited to:

Vendor or customer box or file number;

Box or file’s major or minor description and date range (if available); and

Requestor name, phone number, and company address.

1. Contractor shall retrieve and deliver stored microfilm to County within   
   24 hours from vault upon request.
2. Contractor shall transfer microfilm and microfiche records to Contractor’s facility for storage, including regular pickup, transportation, receiving, entry, and placement should not exceed 45 days after the initial move.

Microfilm and microfiche records should be transported in conditions that meet the microfilm transport American National Standard Institute (ANSI) standards.

Care shall be exercised to ensure that the microfilms are not harmed during transport and protected from damage by using shock-absorbent materials, proper labeling, and transported in appropriate vehicles.

1. Contractor shall store County's microfilm and microfiche records in steel or similar indestructible filing cabinets in a climate-controlled vault.
2. Contractor’s vault location must not be in the same electrical grid and/or earthquake zone as the County’s office in Oakland, CA.
3. Contractor shall maintain the temperature and humidity within the vault in accordance with existing standards for microfilm and microfiche storage.
4. Contractor’s vault shall possess the following systems. It is expected that all systems shall be in good working order.

Smoke detector;

Fire alarm;

Sprinkler system; and

Extinguishing apparatus.

1. Contractor’s storage furniture within vault must meet the ANSI standards.

## DELIVERABLES / REPORTS

* + 1. Contractor shall provide online access for administrator updates, inventory description update capability, reports, invoices, inventory requests, and pick-up and delivery requests.
    2. Reports shall include, but not be limited to:
       1. User IDs, user information, and level of authorization;
       2. Storage Summary (box, files, and cubic feet);
       3. Monthly activity;
       4. Box or file detailed information;
       5. Barcode and customer box number information;
       6. Department;
       7. Major and minor description;
       8. Date stored and retrieved;
       9. Long description;
       10. Destruction indicator and date;
       11. Past and current invoices; and
       12. System test results for vaults.
    3. Contractor shall maintain a list of inventory and provide County a monthly report of inventory stored in the vault.

## VENDOR OUTREACH

* + 1. The Bidders Conference held on **May 3, 2023** @ 10:00 a.m. will only be an online conference enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

**Join on your computer, mobile app or room device**

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjllMjJlZTAtZDk4NC00MGMwLTg3M2ItNTZkYzc1ZWI1Y2U3%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%226fde134e-f5ff-468e-840b-cd25965aa349%22%7d)

Meeting ID: 296 380 983 526   
Passcode: hpmhAV

[Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)

**Or call in (audio only)**

[+1 415-915-3950,,826419468#](tel:+14159153950,,826419468# )   United States, San Francisco

[(888) 715-8170,,826419468#](tel:8887158170,,826419468# )   United States (Toll-free)

Phone Conference ID: 826 419 468#

* + 1. 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.
    2. Bidders Conferences will be held to:
       1. Provide an opportunity for Bidders to ask specific questions about the project and request IRFP clarification.
       2. Provide the County with an opportunity to receive feedback regarding the project and IRFP.
    3. The list of Bidder Conference attendees will be released in a separate document.
    4. Only written questions submitted via email and by the stated deadline will be addressed in an IRFP Question and Answer (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the IRFP, an Addendum will be issued following the Bidders Conferences. The Q&A and Addendum are the final stance of the County.
    5. All questions regarding these specifications, terms and conditions are to be submitted in writing via e-mail by **5:00 p.m. on May 3, 2023** to:

Carol Garcia

Alameda County Auditor-Controller Agency

1221 Oak Street, room 249

Oakland, CA 94612

E-Mail: Carol.Garcia@acgov.org

Phone: (510) 272-6521

* + 1. Potential Bidders are strongly encouraged to attend Bidders Conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a Bidders Conference will be added to the Vendor Bid List. Failure to participate in a 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 Bidders Conference is highly recommended but is not mandatory.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

* + 1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
    2. **Evaluation by County Evaluators.** All proposals that have passed the initial Evaluation Criteria will be evaluated by County Evaluator(s).  The Evaluator(s) may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The Evaluators will score the proposals according to the Evaluation Criteria set forth in this IRFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the Evaluators.
    3. **Unrealistic Bids.** Bidders 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 may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this IRFP.
    4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
    5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
    6. **Evaluation Scores.**  Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
    7. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The Evaluators will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
    8. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders’ proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
    9. **Final Score**. The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
  1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
     + 1. *With Vendor Interview.* In procurements where there are vendor interviews, the Evaluators will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
     1. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the Auditor Procurement department only. Bidders must neither contact nor lobby evaluators during the evaluation process. Attempts by Bidders to contact and/or influence Evaluators may result in disqualification of Bidders.
     2. **Determining Award.** As a result of this IRFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the IRFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
     3. The zero to five-point scale range is defined as follows:

|  |  |  |
| --- | --- | --- |
| 0 | Not Acceptable | Non-responsive, fails to meet IRFP specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the 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 IRFP. |
| 2 | Fair | Has a reasonable probability of success; however, some objectives may not be met. |
| 3 | Average | Acceptable and likely to achieves all objectives in a reasonable fashion per IRFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by Evaluators. |
| 4 | Above Average / Good | Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the IRFP requirements and expectations. |
| 5 | Excellent / Exceptional | Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting IRFP specifications. |

* + 1. The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**  Responses to this IRFP must be complete. Responses that do not include the proposal content requirements identified within this IRFP 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. | 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](http://www.sam.gov/SAM). | Pass/Fail |
| **B.** | **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. System Design - A comparison will be made of the proposed online processing systems to determine features of the proposed design, enhanced utility, ease of use or ease of integration with existing online processing systems. 2. Ancillary Services - A comparison will be made of the proposed services with the requirements of this IRFP. | 10 Points |
| **C.** | **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. Additional cost considerations include:   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 services to be provided?); 3. Affordability (i.e., the ability of the County to finance the services). 4. 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. | 20 Points |
| **D.** | **Understanding of the Project:**  Proposals will be evaluated against the IRFP 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? | 15 Points |
| **E.** | **Relevant Experience:**  Proposals will be evaluated against the IRFP specifications and the questions below:   1. How extensive is the applicable education and experience of the personnel designated to work on the project? 2. Does the organization’s customer base consist of organizations in similar size and complexity as the County of Alameda? 3. Is the proposers’ facility equipped with the IRFP requirements? 4. Does the proposers’ vault possess the following systems?  * Smoke detector(s) * Fire alarm(s) * Sprinkler system(s)  1. Extinguishing apparatuses | 30 Points |
| **F.** | **References (See Exhibit A – Bid Response Packet)** | 10 Points |
| **G.** | **Oral Presentation and Interview:**  The oral presentation and interview on the proposal shall not exceed 60 minutes.  The oral presentation and interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal, a demonstration of the system, and video tour of the vault.  The proposal may be re-evaluated, and scoring may be revised based on the oral presentation and interview. | 15 Points |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE** | | |
|  | **Local Preference:** Points equaling 5% of 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 5% of 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

* + 1. During the initial 60-day period of any contract awarded, 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.
    2. The County reserves the right to determine, at its sole discretion, whether:
       1. The Contractor has complied with all terms of this IRFP and the contract; and
       2. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
    3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must 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 qualified Bidder(s) 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 end of the IRFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail, of the contract award recommendation, if any, by Carol Garcia. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

* + - 1. The name(s) of the Bidder(s) being recommended for contract award; and
      2. The names of all other parties that submitted proposals.
    1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## TERM / TERMINATION / RENEWAL

* + 1. The term of the contract, which may be awarded pursuant to this IRFP, will be three years.
    2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked Bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
    3. By mutual agreement, any contract which may be awarded pursuant to this IRFP, 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 estimates 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 IRFP.
    2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
    3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
    4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
    5. 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 IRFP section titled “Evaluation Criteria/Selection Committee.”
    2. The committee will recommend award to the Bidder 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): 561499, 493190.

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 IRFP 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 has the right to decline to award this contract or any part thereof for any reason.
    5. Board approval to award a contract is required.
    6. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
    7. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template which 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. The IRFP specifications, terms, conditions and Exhibits, IRFP 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 IRFP.

## 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. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
    5. Contractor shall utilize standardized invoice upon request.
    6. Invoices shall only be issued by the Contractor who is awarded a contract.
    7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
    8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

## 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 IRFP and any contract which may arise pursuant to this IRFP.
    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 Clerk-Recorder’s Office to ensure that established standards are adhered to.
    4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

All contact during the competitive process is to be through the Auditor Agency procurement contact listed below 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 IRFP:

Carol Garcia

Alameda County, Auditor-Controller/Clerk-Recorder

1221 Oak Street, Suite 249, Oakland, CA 94612

E-Mail: Carol.garcia@acgov.org

Phone: (510) 272-6521

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. No email (electronic) or facsimile bids will be considered.
    4. All costs required for the preparation and submission of a bid shall be borne by Bidder.
    5. 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.
    6. 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 (5) 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.
    7. 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.
    8. 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.
    9. 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.
    10. 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.
    11. 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).
    12. 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 through email to carol.garcia@acgov.org.
    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 IRFP 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**

1. **As described in the submittal of bids section of this IRFP, Bidders must submit an electronic copy of the bid in PDF (with OCR preferred). The electronic copy must have all appropriate pages signed (****).**
2. **Each page of the Bid Response Packet must be submitted through email 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.**
3. **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.).**
4. **Bidder must quote price(s) as specified in the IRFP, including any addendums, and as specified on the separate excel spreadsheet provided.**
5. **Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.**
6. **If a Bidder is making any clarifications, or taking exception to policies or specifications of this IRFP, 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

IRFP No.25289

Microfilm Retention Services

**Name of Bidding Organization**

**Primary Contact Name**

**Primary Contact Title**

**Address 1**

**Address 2**

**City, State, Zip Code**

**Phone Number**

**Email Address**

**Date of Submission**

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| 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     Sole Proprietor

    Non-Profit / Church     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: |  |
| Email Address: |  | | |

#### 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

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| BIDDER ACCEPTANCE |

1. The undersigned declares that the procurement bid documents, including, without limitation, the IRFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this IRFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, 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.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
   1. [**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. [**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/>]

1. [**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/>]

1. [**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/>]

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

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

1. [**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/>]

1. [**First Source**](http://acgov.org/auditor/sleb/sourceprogram.htm)

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

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

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

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 IRFP and any contract that is awarded.
2. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the IRFP and, if applicable, the site condition. By the submission of a bid proposal, 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. 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.
4. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any 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.
5. The undersigned acknowledges the following by checking the box:

    Bidder is a certified SLEB and is requesting 5% bid preference for contracts over $25,000; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#SLEB)).

1. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

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| **SIGNATURE:**   Name/Title of Authorized Signer:  Dated this day of 20 |

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| 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 must also constitute signature of this Certification.

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| **BIDDER:**  **PRINCIPAL: TITLE:**  **SIGNATURE:**  **DATE:** |

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| SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET |

**Instructions**: On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the 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 **valid** at the time of bid response 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).
* For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, [OCCR@acgov.org](mailto:OCCR@acgov.org), (510) 891-5500.

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| SLEB INFORMATION SHEET |

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

Bidders that are not certified SLEBS (for the 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 economical, 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, 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/)**].**

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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:** |

**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:

|  |
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| **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. The Bidder must address how they will meet or exceed each requirement listed in **Section D. (Specific Requirements)** and **Section E. (Deliverables/Reports)**.

At minimum, the Bidder must include the following details:

1. The description shall: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County.
2. Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this IRFP. (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

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| BID FORM(S) |

**Instructions:**  Bidder must use the separate County provided **Excel Bid Form(s)**.

**COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED EXCEL BID FORM(S). NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.**

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this IRFP.

Quantities listed on Alameda County **Excel Bid Form(s)** are for example only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

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

By submission through email, Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

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| DESCRIPTION OF FACILITY |

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide information regarding the retention facility.

Bid response shall include photographs of the location of the vault on a map; indicate whether the facility is in compliance with the required building code(s); indicate the type of fire suppression sprinkler system installed; and the security measures for the interior and exterior of the vault and building. Invoices of the security systems dating back to the last three months shall also be submitted.

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

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| 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 IRFP.

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 IRFP;
4. Educational background; and
5. Relevant experience on similar projects, certifications, and/or 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).

**Maximum** **Length**: There is no limit to the table.

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| **REFERENCES** |

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

Bidders should 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 the Bidders’ bid proposals.

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 the references provided in order to determine items such as Bidders’ years of experience and performance records on work similar to that described in this request. The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

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| **REFERENCES** |

IRFP No. 25289

Microfilm Retention Services

Bidder Name:

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

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

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

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

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

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| EXCEPTIONS AND CLARIFICATIONS |

**Instructions**: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the IRFP and associated Bid Documents and submit them with the bid proposal.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference to:** | | | **Description** |
| Page No.  EXAMPLE | Section | Item No. |  |
| **p. 23** | **D** | **1.c.** | ***Bidder takes exception to…*** |
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\*Use additional pages as necessary

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| INSURANCE REQUIREMENTS |

**Instructions**: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before 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 IRFP.

The following page contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on a contract issued from this IRFP:

see next page for county of alameda

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. 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 | $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 when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)  Any Auto or Hired and Non-Owned Autos  Bodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**  As required by State of California | WC: Statutory Limits  EL: No less than $1,000,000 per accident for bodily injury or disease |
| **D** | **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 on behalf of the Grantee 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. | |

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