COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 902282

**for**

Original Equipment Manufacturer (OEM) and Remanufactured Toner and Ink Cartridges

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| --- |
| **For complete information regarding this project, see** **Request for Quotation (RFQ) 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: Kevin Bailey****Phone Number: (510) 208-9631****Email Address:** **kevin.bailey@acgov.org****General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**June 30, 2023**

through

**Alameda County, GSA-Procurement**

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

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



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

Please print only what you need, print double-sided, and use recycled-content paper if printing this document. **CALENDAR OF EVENTS**

REQUEST FOR QUOTATION No. 902282

ORIGINAL EQUIPMENT MANUFACTURER (OEM) AND REMANUFACTURED TONER AND INK CARTRIDGES

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **May 16, 2023** |
| **Networking/Bidders Conference** | **May 23, 2023 @ 11:00AM (PDT)*****TO ATTEND ONLINE*:** Microsoft Teams meeting **Join on your computer, mobile app or room device** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_OWYzODUyYmQtNmM0Ni00ZjQ4LTk3ZmMtYWFmN2U0NTgxM2Ux%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22a6eeaf2d-3de3-49ea-8c62-7821adb7f0ed%22%7d) Meeting ID: 256 734 961 287 Passcode: 2hHDoa [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,,533340291#   United States, San Francisco Phone Conference ID: 533 340 291# [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=533340291) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing) [Learn More](https://aka.ms/JoinTeamsMeeting) | [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=a6eeaf2d-3de3-49ea-8c62-7821adb7f0ed&tenantId=32fdff2c-f86e-4ba3-a47d-6a44a7f45a64&threadId=19_meeting_OWYzODUyYmQtNmM0Ni00ZjQ4LTk3ZmMtYWFmN2U0NTgxM2Ux@thread.v2&messageId=0&language=en-US)  |
| **Written Questions Due via Email:****kevin.bailey@acgov.org** | **May 24, 2023 by 5:00 p.m.**  |
| **List of Attendees** | **May 25, 2023** |
| **Questions & Answers Issued** | **June 20, 2023** |
| **Addendum Issued** [only if necessary to amend RFQ] | **June 20, 2023** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **June 30, 2023 by 2:00 p.m.** |
| **Evaluation Period** | **June 30, 2023 – July 24, 2023** |
| **Notice of Intent to Award Issued** | **July 25, 2023** |
| **General Services Agency Consideration Award Date** | **August 25, 2023** |
| **Contract Start Date** | **January 1, 2024** |

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

|  |
| --- |
| ***Alameda County Vendor Outreach*** |
| Wednesday, May 17, 202310:30 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: +1 415-915-3950Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S*** ***PROCUREMENT TEAM!***This public event is not specific to any RFQ, 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/>] |

COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 902282

SPECIFICATIONS, TERMS & CONDITIONS

 for

ORIGINAL EQUIPMENT MANUFACTURER (OEM) AND REMANUFACTURED TONER AND INK CARTRIDGES

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EXHIBIT A **BID RESPONSE PACKET**

EXHIBIT B **COUNTY** **SITE SECURITY CLEARANCE FORM**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe the various types of Original Equipment Manufacturer (OEM) and remanufactured toner and ink cartridges being requested by the County.

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

These specifications, terms, and conditions are to procure the most environmentally preferable products with equivalent or higher performance and at an equal or lower cost than traditional products. Specific requirements from the County's Sustainability Program related to this RFQ are included in the appropriate sections.

## SCOPE/BACKGROUND

The County has multiple offices and facilities throughout its 821 square mile area, the majority of which are in Oakland, Hayward, and Dublin. All County agencies and departments will be asked to purchase toner and ink cartridges from the vendors awarded a contract as a result of this competitive bidding process.

In calendar year 2022, toner and ink procurements were processed for approximately 120 County agencies and/or departments who collectively purchased over 5,000 toner cartridges of various makes and models. The Bid Form lists the toner and ink cartridge types that have been purchased during the current contract term.

In 2022, the County purchased approximately 100 remanufactured toner and ink cartridges. The County’s goal is to increase the number of purchases for remanufactured cartridges.

Toner and ink cartridges for multi-function devices and small, low segment (desktop) multi-function copiers are EXCLUDED from this competitive bid.

By contracting with multiple qualified vendors, the County seeks to create a cost-effective and competitive pool of up to three bidders that will supply the specific toner and ink cartridges required by each County agency and/or department on an “as needed” basis.

At the conclusion of the bid process, the County will provide its agencies and departments with a list of contractors for OEM and remanufactured toner and ink cartridges. Alameda County agencies and/or departments will place orders through the County’s Financial system for their individual cartridge needs based on the Bid Forms submitted in response to this RFQ, the individual contractor’s reliability, product quality, availability, and professionalism.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
			1. Bidder must be regularly and continuously engaged in the business of providing OEM and remanufactured toner and ink cartridges for at least three (3) years, which must be clearly stated or demonstrated in the bid response packet.
			2. Bidder must be a certified OEM and remanufactured toner and ink cartridge manufacturer or dealer, which must be clearly demonstrated in the bid response packet, such as providing a copy of the certification.
			3. Bidder must submit a signed Environmental Certification in Exhibit A – Bid Response Packet at the time of bid.
			4. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFQ. Unless noted otherwise in the RFQ, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

## SPECIFIC REQUIREMENTS

* + 1. Delivery:
			1. Contractor must provide inside delivery of toner cartridges to an estimated 160 distinct street addresses. Some street addresses have multiple delivery locations.
			2. Contractor must provide next business day desktop delivery for all cartridges. In the event the item(s) cannot be delivered the next business day, contractor must notify the County within five hours.
			3. Deliveries must be made by Contractor’s own equipment or Contractor’s subcontracted courier service to the ordering agency or department and to the desk of the person placing the order(s). Due care must be exercised in packing, handling and shipping to ensure that the ordered cartridges arrive to the final destination in excellent condition.
		2. Delivery Personnel:
			1. Delivery personnel must adhere to wearing company logo attire and identification badges, and must sign in and sign out on building logs.
			2. All contractor’s staff and employees must pass and maintain, to the satisfaction of the Alameda County Sheriff’s Office (ACSO), a security site clearance and background check performed by ACSO, in order to access the ACSO facilities. Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into ACSO facilities. Any security clearance and background checks performed by ACSO must be added to the new hire and routine, background checks, reference checks, and other procedures performed by the contractor.
1. Site Security Clearance forms are not required at the time of bid submittal; however, by signing Exhibit A – Bid Response Packet, Contractor agrees to submit the County Site Security Clearance forms for each employee prior to any contract that may be awarded as a result of this RFQ, as well as for any delivery personnel hired during the contract term. The form can be found attached to this RFQ for reference as Exhibit B – County Site Security Clearance Form.
	* + 1. Delivery personnel must comply with all County building security inspection requirements.
		1. Warranty requirements for OEM and remanufactured cartridges and printing equipment that utilize cartridges purchased under this contract:
			1. All cartridges supplied under this RFQ must have a 100% replacement warranty that must be good for a minimum of one year from the purchase date.
			2. Warranty must cover defects in the cartridge including the toner or ink, material used in the cartridge, the cartridge housing, workmanship, and damage during shipment.
			3. Defective or damaged cartridges must be replaced at no cost to the County within one business day from County’s initial notification to the Contractor.
			4. A warranty notice must be included with each shipment in the form of a paper insert in box or label on package to ensure that end users are aware of the warranty and what steps to take to initiate warranty measures. The warranty notice must inform users to contact the Contractor if there is damage to County equipment caused by use of a defective cartridge provided by the Contractor to obtain equipment service. The warranty notice must also include current contact information for the Contractor.
			5. A diagnostic analysis must be performed to determine the cause of the problem for any cartridge returned by the County.
			6. Upon request, the Contractor must submit all diagnostic analysis reports completed during the previous quarter to the General Services Agency - Procurement Department no later than 15 business days after the close of the quarter (see Section E - Deliverables / Reports for more details on the minimum reporting requirements).
			7. In addition to full replacement for the cartridges, the Contractor must warrant the County’s equipment in full against damage caused by the use of a defective cartridge supplied to the County under this contract.
			8. Contractor must warrant that the use of the remanufactured cartridges provided will not void any printer manufacturer’s warranty.
			9. In the event of damage to the County’s equipment that is caused by the use of a cartridge supplied to the County under this contract, Contractor must:
				1. Provide a competent factory-trained authorized service technician to repair the damaged printer within one business day; or
				2. Reimburse the County for any service performed due to the Contractor’s defective cartridge; or
				3. Replace the damaged equipment with an identical or similar item within five business days. Similar items must be pre-approved by the County.
		2. High-Yield Cartridges:
			1. High-yield cartridges are described as cartridges that contain more ink or toner, and that are expected to print out 50% more pages than a standard cartridge.
		3. Remanufactured Cartridges:
			1. Toner Cartridge remanufacturing process must, at a minimum, include:
				1. An assessment to determine if the cartridge can be remanufactured and a reliable method to measure reusability of parts.
				2. Thoroughly clean exterior surfaces and completely remove all traces of old labels and toner.
				3. Complete disassembly of cartridge to thoroughly clean and check all internal and external components against the original manufacturer’s specifications. Worn, damaged or end of life cycle components must be replaced.
				4. Replacement of the following: drum, all seals with an OEM-type shipping seal or pressure-sensitive seal, primary charge roller (PCR) with a re-coat or new PCR, smart or kill chip (resetting is also acceptable if applicable), corona wire assembly (chemically cleaning is acceptable if applicable), wiper blades.
				5. Filling all cartridges with toner that meets or exceeds OEM toner performance.
				6. Providing, with each cartridge, one fuser wand (where acceptable) with high temperature resistant felt wiper and one cotton swab.
				7. Other components may be replaced at different intervals, based upon component part or longevity standards.
				8. Insert a toner/ink hopper seal/separator per OEM standards (when applicable) to prevent spillage of toner/ink during shipping.
				9. Test all cartridges after remanufacturing by installing the cartridge in an applicable printer, running, and inspecting a test print copy.
			2. Contractor must not provide cartridges refilled via methods known as “drill and fill cartridges,” or “split hopper.”
		4. Cartridge Labeling and Packaging Specifications:
			1. Each cartridge must be individually packaged in an anti-static, moisture and lightproof bag and either heat-sealed or zip-locked. The bag must meet or exceed OEM standards. The cartridge must then be placed in a protective cradle prior to being packaged in an external carton.
			2. The external carton and packaging of the cartridge must be designed to protect the cartridge from damage during shipping.
			3. Packaging for cartridges must be constructed to permit users to re-package spent cartridges for return to Contractor.
			4. All corrugated packaging must contain a minimum of 35% post-consumer recycled content and be labeled thereof.
			5. The following items must be included in the cartridge packaging:
				1. Installation instructions;
				2. A copy of the warranty, including the Contractor’s contact number, and return instructions;
				3. Shipping supplies and labels necessary for the return of empty cartridges as agreed upon by the Contractor and by the County; and
				4. The date of manufacture, remanufacture, and the use by date for shelf-life and inventory management purposes.
			6. The external packaging carton must be clearly labeled with manufacturer’s name, Contractor’s name and phone number, the cartridge model number, the date of remanufacture, and “use by” date for shelf-life inventory purposes.
			7. An internal packing slip must identify cartridge type (make and model), the Contractor's name, address and telephone number, and the purchase order number. All internal packing slips must also bear the date of remanufacture and “use by” date for shelf-life and inventory purposes.
		5. Cartridge Take-Back and Recycling Specifications:
			1. Contractor must offer the County a means of returning empty cartridges. Cartridge packaging must be designed to be conducive to re-packaging empty cartridges. The expense of conducting cartridge returns must be the sole responsibility of the Contractor and may by conducted by prepaid return shipment label (preferred), Contractor pick-up, or both.
			2. Contractor must ensure that information on the agreed upon return and recycling program and any necessary supplies are included with every cartridge that is sold as part of any contract that may be awarded as a result of this competitive bidding process.
			3. Contractor must ensure all end-of-life cartridges, its parts, and all associated packaging are recycled in accordance with all federal, state, and local standards.
			4. Contractor must ensure that remaining toner or ink in used cartridges is recycled or disposed of in a manner that complies with all environmental and human health and safety laws.
			5. Upon request, Contractor must provide manifests and any other documentation needed to confirm the proper disposal of material.

## DELIVERABLES / REPORTS

* + 1. Contractor, at the request of the County, must provide procurement reports in the format and frequency required by the requesting County agency or department at no additional cost to the County. The reports will be expected to specify various details about cartridges purchased under any contract that may result from this competitive bidding process, such as, but not limited to, the following:
			1. Purchase Order (PO) number;
			2. The name of the purchasing agency/department;
			3. Cartridge SKU;
			4. Cartridge description;
			5. Manufacturer;
			6. Total quantity of cartridges purchased;
			7. Price per unit;
			8. Total price;
			9. Indication of whether or not the cartridge is high-yield; and
			10. Indication of whether or not the cartridge is remanufactured.
		2. Contractor, at the request of the County, must provide the Alameda County General Services Agency – Procurement or Sustainability Departments with reports on the failure rates of remanufactured cartridges that are purchased and returned. The report must be searchable by remanufacturer’s part number and product brand name.
		3. Contractor must provide a list of the cost per page for each OEM and remanufactured toner and ink cartridge at the time of contract award.

## BIDDERS CONFERENCE/VENDOR OUTREACH

* + 1. The Bidders Conference held on the date specified in the Calendar of Events will have an online conference option enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

Microsoft Teams meeting

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

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_OWYzODUyYmQtNmM0Ni00ZjQ4LTk3ZmMtYWFmN2U0NTgxM2Ux%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22a6eeaf2d-3de3-49ea-8c62-7821adb7f0ed%22%7d)

Meeting ID: 256 734 961 287
Passcode: 2hHDoa

[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,,533340291#   United States, San Francisco

Phone Conference ID: 533 340 291#

[Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=533340291) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing)

[Learn More](https://aka.ms/JoinTeamsMeeting) | [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=a6eeaf2d-3de3-49ea-8c62-7821adb7f0ed&tenantId=32fdff2c-f86e-4ba3-a47d-6a44a7f45a64&threadId=19_meeting_OWYzODUyYmQtNmM0Ni00ZjQ4LTk3ZmMtYWFmN2U0NTgxM2Ux@thread.v2&messageId=0&language=en-US)

* + 1. Vendor Outreach is usually conducted on Wednesdays at [**Vendor Outreach Link**](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#). 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/>].
		2. Information regarding the RFQ will be presented during the conference. To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
		3. The Bidders Conference will be held to:
			1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contracts that may result from this RFQ.
			2. Provide an opportunity for Bidders to request clarification on this RFQ and ask specific questions about the project, goods, and services.
			3. Provide the County with an opportunity to receive feedback related to this RFQ.
		4. The Bidders Conference Attendees List will be released in a separate document.
		5. Written questions submitted via email by the stated deadline will be addressed in a posted RFQ Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFQ, an Addendum will be issued. Any verbal statement(s), including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
		6. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Kevin Bailey, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: kevin.bailey@acgov.org

* + 1. Attendance at the Bidders Conference and Vendor Outreach are highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Bidders Conference will be added to the Vendor Bid List.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## CONTRACT EVALUATION AND ASSESSMENT

* + 1. During the initial 120-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 RFQ 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 rebid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder and/or rebid is not limited by the award of a contract or the 120-day period.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFQ 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 GSA-Procurement. 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.

## Bid Protest / Appeals Process

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

* + 1. Any bid protest must be submitted in writing by 5:00 p.m. of the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA–Office of Acquisition Policy

ATTN: Contract Compliance Officer

1401 Lakeside Drive, 10th Floor, Oakland, CA 94612

Email: GSA-BidProtests@acgov.org

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

* + - 1. The bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
			4. The Contract Specialist will send a notification to Bidders if a protest is received
		1. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.

		A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/Non-Award will stand.
		2. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
			1. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
			2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
			3. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
			4. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
			5. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
			6. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
		3. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The contract term, which may be awarded pursuant to this RFQ, will be three (3) years.
		2. By mutual agreement, any contract, which may be awarded pursuant to this RFQ, may be extended for an additional two years.
		3. The County has and reserves the right to suspend, terminate, or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, services and/or providing of goods, 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 for cause without written notice upon a material breach of contract or 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 rebid the project if it is determined to be in its best interest to do so.

## BRAND NAMES AND APPROVED EQUIVALENTS

* + 1. Any references in this RFQ, including Addendum and other documents, to manufacturers' trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified. Bids based on equivalent products must:
			1. Clearly describe the alternate offered and indicate how it differs from the product specified; and
			2. Include complete descriptive literature and/or specifications as Portable Document Format (PDF) attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFQ.
		2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require the Bidder to provide additional information and/or samples or disqualify the bid response.
		3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

## QUANTITIES

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

## PRICING

* + 1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFQ.
		2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
		3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
		4. Taxes and freight charges:
			1. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
			2. The County is soliciting a total price for this project. The price(s) quoted shall be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
			3. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid response.
			4. Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
			5. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
		5. All prices quoted must be in United States dollars.
		6. Price quotes must include any and all payment incentives available to the County.
		7. 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, and the Bidder must honor the unit price quoted.
		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. Lowest Responsive and Responsible Bidders
			1. The award will be made to the lowest responsive and responsible Bidders who meets the requirements of these specifications, terms, and conditions.
			2. Awards may also be made to the subsequent lowest responsive and responsible Bidders and who will be called in order should the County needs to contract with another Bidders.
		2. Small Local Emerging Business (SLEB) Program
			1. 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.
			2. As a result of the County's commitment to advancing 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:
1. [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
2. [**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. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 424120, 325910.
			2. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
			3. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
			4. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over $25,000.
			5. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.
		1. County Rights
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, including Exhibits and any Addendums, 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.
4. Any bid responses that contain false or misleading information may be disqualified by the County.
5. The County reserves the right to award to a single or multiple Contractors.
6. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
7. The County has the right to decline to award this contract or any part thereof for any reason.
	* 1. Procedures
			1. Board approval to award a contract is required.
			2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
			3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in the Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

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

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFQ and the bid response(s).

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

## METHOD OF ORDERING

* + 1. A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.
		2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
		3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
		4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

## WARRANTY

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

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
		2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
		3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
		4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
		5. Contractor must utilize a standardized invoice format upon request.
		6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
		7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
		8. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFQ and any contract which may arise pursuant to this RFQ.
		2. Contractor must also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFQ. Such representative(s) must 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 must provide a dedicated, competent account manager who shall be responsible for the County account/contract and receive all orders. Contractor account manager shall be familiar with County requirements and standards and work with the requesting departments to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

* + 1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Communication with other County personnel may result in disqualification.
		2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid responses and continue until a contract has been awarded.
		3. Contact Information for this RFQ:

Kevin Bailey, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: kevin.bailey@acgov.org

Phone: (510) 208-9631

* + 1. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFQ. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFQ. 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 the posting for this RFQ and other current contracting opportunities.

## SUBMITTAL OF BID RESPONSES

* + 1. Document Submittal
1. All response documents must be completed, successfully uploaded, and submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) shall not extend the due date and time. No hardcopy, email (electronic), or facsimile responses will be considered.
2. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if size permits.
3. The submitted Proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. In whole or in part, bid responses are NOT to be marked confidential or proprietary. The County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFQ may be subject to public disclosure, even if marked confidential or proprietary.  The 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/>].
	* + 1. For the responses to be considered complete, the Bidder **must** provide responses to all information requested in the Exhibit A – Bid Response Packet, as revised by any Addenda.
			2. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Form(s) in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
		1. Submissions Processes
			1. All costs required for the preparation and submission of a response shall be borne by the Bidder.
			2. 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 California or other state's Corporations Code or an equivalent statute.
			3. The final award information will be posted on the County's "Contracting Opportunities" website.
			4. The County reserves the right to reject any bid response.
			5. All bid responses shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
		2. Legal Requirements
			1. "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. 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". (California Government Code Section 4552).
			2. By submitting a bid response, the 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. Such actions may also be considered fraud and subject to criminal prosecution.
			3. The Bidder, by submitting a bid response, 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 RFQ and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFQ and contract documents.
			4. The Bidder, by submitting a bid response, 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).

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* + 1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
		2. The bid proposal must comply with all requirements contained in the RFQ. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
		3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
		4. The following pages require confirmation, declaration, and /or a signature (?). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)as part of the Bidder’s proposal.
1. Exhibit A – Bid Response Packet, [Bidder Acceptance](#_BIDDER_INFORMATION)
2. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#Debarment)
3. Exhibit A – Bid Response Packet, [Small Local Emerging Business (SLEB) Information Sheet](#SLEB)
4. [Must be signed by Bidder](#Prime_Bidder_Signature)
5. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) if subcontracting to a SLEB
6. Environmental Certification (Page 12 of Exhibit A)
	* 1. 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 Bidders are to be submitted with such pages or items clearly marked “N/A” or the bid proposal may be disqualified as incomplete.
		2. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
		3. Excel Bid Form(s) must be submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)**.**
		4. Bidders must quote price(s) as specified in the RFQ, using the form(s) as amended or revised by any Addenda.
		5. Any clarifications or exceptions to policies or specifications of this RFQ, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications***form of the Bid Response Packet.
		6. Bidders must read all information and follow directions in the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) event.
		7. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
		8. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

 RFQ No. 902282

Original Equipment Manufacturer (OEM) and Remanufactured Toner and Ink Cartridges

|  |
| --- |
| 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: |  |

####

|  |
| --- |
| BIDDER ACCEPTANCE  |

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFQ, 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 RFQ, 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 response, 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:

## [**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/>]

# [Debarment & Suspension Policy](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

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

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

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

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

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

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

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

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

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

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

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

# [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 RFQ 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 RFQ and, if applicable, the site condition. By the submission of a bid response, 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. Bidder agrees to 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 rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid response and any resulted contract or purchase order.
4. The undersigned acknowledges that Bidders has accurately completed the SLEB Information Sheet.
5. The undersigned acknowledges ***ONE*** of the following (please check only one box):

    Bidder is not local to Alameda County and is ineligible for any bid preference; **or**

    Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#SLEB)); **or**

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

* Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
* Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
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.

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

|  |
| --- |
| 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 Response. Signing this Response on the signature portion thereof shall also constitute signature of this Certification.

|  |
| --- |
| **BIDDER:** **PRINCIPAL: TITLE:** **SIGNATURE:** ? **DATE:**  |

|  |
| --- |
| 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.
* 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, (510) 891-5500.

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| SLEB INFORMATION SHEET |

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFQ, 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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| **BIDDER MINIMUM QUALIFICATIONS** |

**Instructions:** Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFQ documents.

* + 1. BIDDER Minimum Qualifications
			1. Bidder must be regularly and continuously engaged in the business of providing OEM and remanufactured toner and ink cartridges for at least three (3) years, which must be clearly stated or demonstrated in the bid response packet.
			2. Bidder must be a certified OEM and remanufactured toner and ink cartridge manufacturer or dealer, which must be clearly demonstrated in the bid response packet, such as providing a copy of the certification.
			3. Bidder must submit a signed Environmental Certification in Exhibit A – Bid Response Packet.
			4. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFQ. Unless noted otherwise in the RFQ, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.
			5. Bidder must submit descriptive information and cost for a remanufactured cartridge option for each of the OEM cartridges listed on the bid form in accordance with the specific requirements of this RFQ.

**Maximum Length: None**

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| BID FORM |

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

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

Bid responses 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 RFQ.

Quantities listed on Alameda County Excel Bid Formare 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.

Bidders have three bidding options:

Bid on all OEM toner and ink cartridges;

Bid on all remanufactured toner and ink cartridges; or

Bid on all OEM and all remanufactured toner and ink cartridges.

The County will not accept partial bids in any of the three categories listed above. Bid pricing on all line items within a category is required if bidding on that category. Bids that fail to meet this requirement may be considered a partial bid and be disqualified.

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

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| **TABLE OF KEY PERSONNEL** |

**Instructions**: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County, including collaborating partners.

To appropriately evaluate Bidder’s qualifications, the table should 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 includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
3. The person's role in connection with the RFQ and any awarded contract.
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

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

If applicable, bidders must include proof of the following:

1. International Imaging Technologies Council’s Standardized Test Methods Committee Certification for each certified personnel.
2. Factory-training certificates for technicians authorized to service printers.
3. Proof of membership in the International Imaging Technologies Council (<http://www.i-itc.org/>).

**Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.**

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| DESCRIPTION OF PROPOSED SERVICES |

**Instructions:** Bidder is to provide a **Description of Proposed Services**.

The *Description of Proposed Service* must 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 a minimum, the Bidder must include the following details:

Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFQ.

Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the *Exceptions and Clarifications* form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid response disqualification.**)

**Maximum Length: NA**

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| DESCRIPTION OF THE PROPOSED REMANUFACTURED CARTRIDGES |

**Instructions:** Please keep and include this page as part of the bid response.

Following this page, Bidder must provide the following (if bidding on remanufactured toner and ink cartridges):

A description of the remanufactured cartridge option for each of the OEM cartridges listed on the bid form.

A description of the remanufacturing process and quality control measures taken to ensure the dependability of the proposed remanufactured cartridges.

Documentation that the use of the proposed remanufactured cartridges will not void any printer manufacturer’s warranty.

Certification from the bidder that its remanufactured cartridges adhere to specifications equal to or exceeding OEM cartridge specifications and approved remanufactured toner cartridge industry standards established by the Standardized Test Methods Committee (STMC), as currently accepted described by the International Imaging Technology Council. For more information, visit: <https://i-itc.org/stmc-guide>

Certification of independent third-party testing laboratory results that certify cartridges produced by Bidder (or the remanufacturing company) meet the latest remanufactured cartridge industry standards adopted by the International Imaging Technologies Council’s STMC.

An Environmental Certification in Exhibit A that its company (or the remanufacturing company) has a densitometer, test printers, and applicable operation procedures to perform on-site cartridge testing. If Bidder does not have a densitometer, test printers and applicable operating procedures, Bidder must provide detailed information regarding its (or the remanufacturing company’s) on-site cartridge testing.

A list of the equipment used by Bidder (or the remanufacturing company) to determine print quality, cost-per-page yield, and packaging integrity of remanufactured cartridges.

Documentation indicating the current and expected failure rate of remanufactured cartridges that would be supplied to the County if awarded a contract.

### ENVIRONMENTAL CERTIFICATION

**RFQ No. 901687**

**Original Equipment Manufacturer (OEM) and Remanufactured Toner and Ink Cartridges**

The bidder certifies the following:

1. Remanufactured cartridges provided to the County under this contract are fully remanufactured to specifications equal to or exceeding OEM cartridge specifications and approved remanufactured toner cartridge industry standards established by the Standardized Test Methods Committee (STMC), and that the cartridges provide a quality of print and produce a number of copies equal to or exceeding the capacity of the equivalent OEM cartridge. Bidders must disclose the manufacturer of the remanufactured toner cartridges and must notify the County if they switch suppliers during the term of the contract.
	* + 1. State the name, address, website, and principal owner of the manufacturer of remanufactured toner cartridges here.
2. The manufacturer of the remanufactured toner cartridges provided to the County under this contract has employees who have completed training in the STMC guidelines. List employee(s) names, date of hire, date of most recent certification date. If none, list N/A.

List employee(s) names, date of hire, date of most recent certification date. If none, list N/A.

1. The manufacturer of the remanufactured toner cartridges provided to the County under this contract has testing equipment available on-site to perform testing of the cartridges in accordance with ASTM, ANSI and ISTA standards related to the STMC guidelines, including a densitometer, test printers and applicable operation procedures to perform on-site cartridge testing. If Bidder does not have a densitometer, test printers and applicable operating procedures, Bidder must provide detailed information regarding it’s (or the remanufacturing company’s) on-site cartridge testing.

Provide description of manufacturers’ on-site performance testing equipment and procedure remanufactured toner cartridges.

1. Bidder must disclose if the manufacturer of the remanufactured cartridges is certified by the SMTC of the International Imaging Technology Council (I-ITC) and included in the list of STMC Certified Companies on their website at [http://www.i-itc.org](http://www.i-itc.org/). Proposed remanufactured cartridges must be tested in accordance with the STMC, ASTM, ANSI, and ISTA standards and guidelines. The cartridges must meet or exceed those standards. All certifications will be verified though the [http://www.i-itc.org](http://www.i-itc.org/) website. Any false certification may result in disqualification.

Name:

Title:

Company Name:

Signature:

Date:

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|  REFERENCES |

**Instructions**: On the following page is the template that Bidders are to use for providing references. Bidders are to provide a list of five 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.

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five years.

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 responses.

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** |

RFQ No. 902282

Original Equipment Manufacturer (OEM) and Remanufactured Toner and Ink Cartridges

Bidder Name:

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| --- | --- |
| 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 RFQ and associated Bid Documents and submit them with the bid response.

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

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| --- | --- |
| **Reference to:** | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**EXAMPLE | **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 response, 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 RFQ.

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 RFQ:

see next page for county of alameda

minimum insurance requirements

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**Exhibit B – County Site Security Clearance Form**

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