COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 902359

**for**

Disposable Food Trays

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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 Huynh**  **Phone Number: (510) 208-9624**  **Email Address:** [**Kevin.Huynh2@acgov.org**](mailto:Kevin.Huynh2@acgov.org)  **General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**September 19, 2023**

through

**Alameda County, GSA-Procurement**

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

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

Description: Description: Description: branding.jpg

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. 902359

Disposable Food Trays

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **August 17, 2023** |
| **Networking/Bidders Conference** | **August 23, 2023 @ 10:00 AM**  ***TO ATTEND ONLINE*:**  **Join on your computer, mobile app or room device**  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWYwYmQ3ZDQtN2U4NS00NDA5LTg3MzItYTNiMzcwMDc3NmQw%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%223df878a9-92cb-4989-b46a-44ad5c56f58d%22%7d)  Meeting ID: 232 602 516 312  Passcode: 3fd9cs  [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,,944310160#](tel:+14159153950,,944310160# )  United States, San Francisco  [(888) 715-8170,,944310160#](tel:8887158170,,944310160# )  United States (Toll-free)  Phone Conference ID: 944 310 160#  [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=944310160) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing)  [Learn More](https://aka.ms/JoinTeamsMeeting) | [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=3df878a9-92cb-4989-b46a-44ad5c56f58d&tenantId=32fdff2c-f86e-4ba3-a47d-6a44a7f45a64&threadId=19_meeting_YWYwYmQ3ZDQtN2U4NS00NDA5LTg3MzItYTNiMzcwMDc3NmQw@thread.v2&messageId=0&language=en-US) |
| **Written Questions Due via Email:**  [**Kevin.Huynh2@acgov.org**](mailto:Kevin.Huynh2@acgov.org) | **August 24, 2023 by 5:00 p.m.** |
| **List of Attendees** | **August 25, 2023** |
| **Questions & Answers Issued** | **September 7, 2023** |
| **Addendum Issued** [only if necessary to amend RFQ] | **September 7, 2023** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **September 19, 2023 by 2:00 p.m.** |
| **Evaluation Period** | **September 19 – October 3, 2023** |
| **Notice of Intent to Award Issued** | **September 27, 2023** |
| **General Services Agency Consideration Award Date** | **October 3, 2023** |
| **Contract Start Date** | **November 1, 2023** |

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

|  |  |
| --- | --- |
| ***Alameda County Vendor Outreach*** | |
| Wednesday, August 30, 2023  10:30 a.m. – 11:30 a.m.  ***TO ATTEND ONLINE:***  [**Vendor Outreach**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)  Call-in: +1 415-915-3950  Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S***  ***PROCUREMENT TEAM!***  This 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. 902359

SPECIFICATIONS, TERMS & CONDITIONS

For Disposable Food Trays

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# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe disposable food trays being requested by 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 lowest cost 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 Santa Rita Jail (SRJ) currently uses a cook chill system to provide meals to their residents. Due to the nature of a detention facility, there are instances when it is not possible to provide hard trays to ensure the safety of the population and staff. When hard trays cannot be used at SRJ, disposable trays are necessary.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
       1. Bidder must be regularly and continuously engaged in the business of providing disposable food trays for at least three (3) years, which must be clearly stated or demonstrated in the bid response packet.
       2. 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, , 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. Product Specifications
       1. Dimensions:
          1. Length x Width x Depth: 8.625” x 6.5” x 1.875”
       2. Compartments on Tray
          1. Trays shall have three compartments with the ability to fit the following:

18 ounces/6.7 ounces/6.7 ounces

* + 1. Dual Ovenable Deep Paper Tray
       1. Key Features:
          1. Compostable: paper-based package. Please submit current certifications by one of the following if available:

Biodegrable Products Institute (BPI-certified compostable); <https://www.bpiworld.org/CertifiedCompostable>

Cedar Grove Accepted; <https://cedar-grove.com/compostable/accepted-items>

* + - * 1. Sanitary presentation: tamper evident seal.
        2. Freezer to oven: filled meal package shall function from -40° to 400° F.
        3. Reheating of sealed trays, up to 180° F
        4. Certified compostable PLA (polylactic acid) film lining to provide a liquid barrier.
        5. Sealed compartments, no cross contamination.
        6. Heat retention.
      1. Environmental Sustainability
         1. Trays shall be made from 100% renewable resources.
         2. Trays shall be manufactured using 100% pre-consumer recycled materials.
         3. Bidders shall disclose in their bid response if trays contain intentionally added fluorinated compounds from a class of chemicals known as “per- and polyfluoroalkyl substances” or PFAS.
    1. Products Testing and Product Samples
       1. Prior to bid award, the County will field test and may lab test the proposed products to ensure quality and performance.
       2. Contractor must provide samples, when requested from the County, for initial evaluation and shall be furnished within five business days from the date of request.
       3. The samples received by the County will represent what will be sent if the Contractor is awarded the Contract.
       4. The County may request additional samples for testing after initial product screening.
       5. All samples shall be furnished to the County at no charge.
       6. The County reserves the right to accept or reject samples based on quality and performance, as deemed solely by the County.

## DELIVERABLES / REPORTS

Trays must be delivered to Santa Rita Jail at 5325 Broder Blvd., Dublin CA. Orders will be submitted on an irregular basis depending upon need.

## BIDDERS CONFERENCE/VENDOR OUTREACH

* + 1. The Bidders Conference(s) held on the date(s) 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:

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

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWYwYmQ3ZDQtN2U4NS00NDA5LTg3MzItYTNiMzcwMDc3NmQw%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%223df878a9-92cb-4989-b46a-44ad5c56f58d%22%7d)

Meeting ID: 232 602 516 312   
Passcode: 3fd9cs

[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,,944310160#](tel:+14159153950,,944310160# )   United States, San Francisco

[(888) 715-8170,,944310160#](tel:8887158170,,944310160# )   United States (Toll-free)

Phone Conference ID: 944 310 160#

[Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=944310160) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing)

[Learn More](https://aka.ms/JoinTeamsMeeting) | [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=3df878a9-92cb-4989-b46a-44ad5c56f58d&tenantId=32fdff2c-f86e-4ba3-a47d-6a44a7f45a64&threadId=19_meeting_YWYwYmQ3ZDQtN2U4NS00NDA5LTg3MzItYTNiMzcwMDc3NmQw@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(s). 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. 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 contract(s) 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 Huynh, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: [Kevin.Huynh2@acgov.org](mailto:Kevin.Huynh2@acgov.org)

* + 1. Attendance at the Bidders Conference(s) 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 GSA Director.

## 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](mailto: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 award by the GSA Director.  
         
       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 GSA Director 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](mailto: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 GSA Director.
    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 years.
    2. By mutual agreement, any contract, which may be awarded pursuant to this RFQ, may be extended for an additional two-year.
    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 will 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 must 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

## AWARD

* + 1. Lowest Responsive and Responsible Bidder
       1. The award will be made to the lowest responsive and responsible Bidder who meets the requirements of these specifications, terms, and conditions.
       2. Awards may also be made to the subsequent lowest responsive and responsible Bidder(s) and who will be called in order should the County needs to contract with another Bidder(s).
    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): 424130.
       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 will 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. 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.
        2. 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/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[<https://acgovt.sharepoint.com/:w:/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 GSA Director 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 must survive any inspections, delivery, acceptance, or payment by the County. Bidder warrants that all goods and/or work and/or services furnished hereunder will be guaranteed for a period of one year from the date of acceptance by the County.

## INVOICING

* + 1. Contractor must 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. 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 will 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 will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the Sheriff’s Office 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 will begin upon receipt of sealed bid responses and continue until a contract has been awarded.
    3. Contact Information for this RFQ:

Kevin Huynh, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: [Kevin.Huynh2@acgov.org](mailto:Kevin.Huynh2@acgov.org)

Phone: (510) 208-9624

* + 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) will 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 will 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 Bid Form in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
     1. Submissions Processes
        1. All costs required for the preparation and submission of a response must 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" will 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 must 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 will 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
   * 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. Bid pricing 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.**

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Description automatically generated

### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

RFQ No. 902359

Disposable Food Trays

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| BIDDER INFORMATION |

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| --- | --- | --- | --- | --- | --- | --- | --- |
| 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:

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| --- | --- |
| 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: |  | | |

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| 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.

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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 Response. Signing this Response on the signature portion thereof will 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 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:

|  |
| --- |
| **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 must be regularly and continuously engaged in the business of providing disposable food trays for at least three (3) years, which must be clearly stated or demonstrated in the bid response packet.
      2. 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, 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.

**Maximum Length: None**

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| **COMPOSTABLE: PAPER-BASED PACKAGE** |

Compostable: paper-based package.

Please submit current certifications by one of the following if available:

Biodegrable Products Institute (BPI-certified compostable); <https://www.bpiworld.org/CertifiedCompostable>

Cedar Grove Accepted; <https://cedar-grove.com/compostable/accepted-items>

**Maximum Length: None**

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| BID FORM |

**Instructions**:Bidder must use the Bid Form provided in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).

**COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED 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 [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) 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. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

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

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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.**

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