COUNTY OF ALAMEDA

INFORMAL REQUEST FOR PROPOSAL No. 902376

**for**

Flood Control Pump Station

Engineering Support Services

|  |
| --- |
| **For complete information regarding this project, see** **Informal Request for Proposal (IRFP) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) **[**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**] or contact the County representative listed below.** **Thank you for your interest!****Contact Person: Ning Peng****Phone Number: (510) 208-9636****Email Address:** **ning.peng2@acgov.org****General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**November 28, 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

INFORMAL REQUEST FOR PROPOSAL No. 902376

FLOOD CONTROL PUMP STATION ENGINEERING SUPPORT SERVICES

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **November 1, 2023** |
| **Addendum Issued** [only if necessary to amend IRFP] | **November 13, 2023** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **November 28, 2023 by 2:00 p.m.**   |
| **Evaluation Period** | **November 28, 2023 – January 4, 2024** |
| **Optional Vendor Interviews**  | **Week of December 18, 2023**  |
| **Notice of Intent to Award Issued** | **January 5, 2024** |
| **Board Consideration Award Date** | **February 27, 2024** |
| **Contract Start Date** | **August 1, 2024** |

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

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, November 8, 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 IRFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. These are usually conducted on 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

INFORMAL REQUEST FOR PROPOSAL No. 902376

SPECIFICATIONS, TERMS & CONDITIONS

for

FLOOD CONTROL PUMP STATION ENGINEERING SUPPORT SERVICES

**TABLE OF CONTENTS**

 **Page**

CALENDAR OF EVENTS 2

I. STATEMENT OF WORK 4

A. INTENT 4

B. SCOPE/BACKGROUND 4

C. BIDDER QUALIFICATIONS 4

D. SPECIFIC REQUIREMENTS 4

E. REPORTS 7

F. VENDOR OUTREACH 7

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS 8

G. EVALUATION CRITERIA / SELECTION COMMITTEE 8

H. CONTRACT EVALUATION AND ASSESSMENT 13

I. NOTICE OF INTENT TO AWARD 14

J. TERM / TERMINATION / RENEWAL 14

K. BRAND NAMES AND APPROVED EQUIVALENTS 15

L. QUANTITIES 15

M. PRICING 15

N. AWARD 17

O. METHOD OF ORDERING 19

P. INVOICING 20

Q. ACCOUNT MANAGER / SUPPORT STAFF 20

III. INSTRUCTIONS TO BIDDERS 21

R. COUNTY CONTACTS 21

S. SUBMITTAL OF PROPOSALS 21

ATTACHMENTS

EXHIBIT A **BID RESPONSE PACKET**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe Flood Control Pump Station Engineering Support Services 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 most responsible Bidder whose response conforms to the IRFP and meets the County’s requirements.

## SCOPE/BACKGROUND

The Alameda County Public Works Agency (ACPWA) maintains and operates four (4) Enterprise DSG318 pump engines at its Ettie Street Flood Control Pump Station which is located at 3455 Ettie St. Oakland, CA 94608. These engines have been in service since 1954 and require specialized maintenance and preservation services. To support the ongoing maintenance, preservation, operation and reliability of these engines, the ACPWA desires to contract with a consultant that has technical expertise in operating and maintaining Enterprise DSG318 engines.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
			1. Bidder assigned to the project must be regularly and continuously engaged in the business of providing Enterprise engine technical support expertise including but not limited to maintenance, operations, and controls for at least three (3) years which must be clearly stated or demonstrated in the bid response.
			2. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this IRFP. Unless noted otherwise in the IRFP, 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

Contractor must be responsible for, but not limited to, the following items in relation to this IRFP:

* + 1. All key personnel must have completed projects that cover the following criteria, which must be clearly stated or demonstrated in Exhibit A – Bid Response Packet – Table of Key Personnel section:

Experience in maintaining and operating Enterprise engines.

Experience in supervising or performing a major repair of an Enterprise engine.

Experience with Enterprise engines rated at least 1,200 horsepower.

Completion of a project that includes the successful implementation of Enterprise engine control improvements.

* + 1. Contractor must have previously completed an inspection project involving an Enterprise engine rated at a minimum of 1,200 horsepower, which must be clearly stated or demonstrated in Exhibit A – Bid Response Packet – Sample Inspection Report.
		2. Inspections – Each inspection must include a report that details deficiencies and recommended actions.
			1. Annual Inspections - these inspections are required to maintain the reliability of the engines for the next operating season.
				1. Contractor must perform an annual engine inspection with a focus on following Enterprise recommendations and identifying components that may impede engine startup or proper operation.
				2. The initial inspection must be thorough and determine the inspection intervals for the following years.
				3. Contractor must develop a customized procedure based upon previous inspection results to determine the most effective inspection intervals.
				4. Contractor must provide annual inspections at least six weeks prior to the operating season.
				5. Contractor’s inspection team must include one project lead engineer and one supporting mechanic or engineer. All engines must be inspected to ensure maximum operational reliability.
				6. At a minimum, the following tasks must be included as part of the annual inspections.

General visual inspection of engines and auxiliary equipment;

Inspection of air start valves;

Inspection of valve train;

Properly setting fuel pump timing;

Cylinder borescope inspection;

Crankcase inspection;

Web deflections;

Cold compression;

Engine balance with firing pressures;

Inspection of fuel linkage;

Checking turbocharger drain;

Inspection of turbocharger rotor for cleanliness; and

Testing engine shutdowns.

* + - * 1. Contractor must provide a list of any deficiencies and recommend proper remedies at the conclusion of each inspection.
			1. As-Needed Inspections.
				1. Perform as-needed inspections during the operating season and include as-needed consultation reports to ensure reliability of the engines.
		1. Record Keeping
			1. Develop a cloud-based system for record keeping that includes the following items:
				1. Maintenance Logs – Contractor must develop a spreadsheet-based maintenance log that must be available to the County and Contractor personnel online via a web browser or smart device. The County must be able to download the data from the maintenance log at any time and/or take over the software account should the contract with the Contractor not be renewed. The maintenance log must include necessary reports, populated inspection forms, and maintenance actions for each engine. All annual inspection data must be input into the maintenance log. The County must have access to log their own maintenance actions. Contractor must monitor the maintenance activity.
				2. Operation Logs – Contractor must develop a spreadsheet-based web-operation log that must be available to the County 24/7 and Contractor personnel online via a web browser or smart device. Operation logs must allow the analysis of data trends. Any operating data recorded by Contractor must be immediately available in the operation log. The County must have the ability to enter data into the operation log during the operating season. Contractor will be notified any time County personnel enters data into the log and must be able to review the data remotely.
			2. Contractor must identify the instrumentation and current record keeping standards to include in the setup of the maintenance and operation logs.
		2. Technical Support
			1. Contractor must provide technical support. Technical support must include the following items but not limited to:
				1. Consultation – Contractor must act as the consultant to the County to respond to any operating abnormalities, assess any required repairs to the engines or their auxiliaries, or evaluate options for capital improvements to the engines, auxiliaries, controls, etc.
				2. Project Management – Upon the County’s request, the Contractor must act as the County’s representative to develop a task list for any repairs or major maintenance.

## REPORTS

* + 1. Contractor must deliver to County staff the following items for each Enterprise engine:
			1. Annual Inspection Report
			2. As-Needed Consultation Reports
			3. Maintenance Logs
			4. Operation Logs

## VENDOR OUTREACH

* + 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. Bidders are encouraged to attend Vendor Outreach but are not mandatory to further facilitate subcontracting relationships.
		3. Should there be a need to amend or revise the IRFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

* + 1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
		2. **Evaluation by County Evaluators.** All proposals that have passed the initial Evaluation Criteria will be evaluated by County Evaluator(s).  The Evaluator(s) may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The Evaluators will score the proposals according to the Evaluation Criteria set forth in this IRFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the Evaluators.
		3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this IRFP.
		4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
		5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
		6. **Evaluation Scores.**  Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
		7. **Shortlist Process.**  The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, and optional vendor interview. The 3 Bidders receiving the highest preliminary scores and with at least 270 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
		8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The Evaluators will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
		9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the Evaluators regarding the Bidders’ proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
		10. **Final Score**. The final maximum score for any procurement is 525 points, including the possible 25 points for local and small or local and emerging preference points (maximum 5% of the final score derived from 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
	1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
		+ 1. *With Vendor Interview.* In procurements where there are vendor interviews, the Evaluators will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
		1. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby evaluators during the evaluation process. Attempts by Bidders to contact and/or influence Evaluators may result in disqualification of Bidders.
		2. **Determining Award.** As a result of this IRFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the IRFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
		3. The zero to five-point scale range is defined as follows:

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

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

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**Responses to this IRFP must be complete. Responses must address all the requirements identified within this IRFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder. | Pass/Fail |
|  | **Debarment and Suspension:**Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at [www.sam.gov/SAM](http://www.sam.gov/SAM). |  Pass/Fail |
|  | **Cost:**The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder’s total proposed cost.Cost evaluation points may be adjusted by considering:1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder’s effort to meet requirements and objectives?).
2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided? Is the price affordable to the County, including if costs exceed any budget contained in the IRFP? ).
 |  15 Points |
| 1.
 | **Description of Proposed Services:**Proposals will be evaluated considering the IRFP specifications and the criteria below:**--- Annual Inspections:**1. To what extent is the approach to ensuring compliance with Enterprise recommendations and the identification of components that may impede engine startup or proper operation described?
2. How thoroughly is the approach to conducting an initial inspection and determining inspection intervals for subsequent years described?
3. How effective is the approach for developing a customized procedure based on previous inspection results to determine the most effective inspection intervals described?
4. How effective is the plan to ensure that annual inspections are conducted in a timely manner, at least six weeks prior to the operating season?
5. How strong are the qualifications and composition of the inspection team, including the project lead engineer and supporting mechanic or engineer?
6. How effective is the approach to ensure the completeness and quality of the annual inspection tasks?
7. To what extent is the approach to identify deficiencies and provide clear and effective recommended remedies described?

**--- As-Needed Inspections:*** + 1. How effective is the approach in responding to as-needed inspection requests during the operating season to ensure engine reliability.

**--- Record Keeping:**Development and accessibility of cloud-based maintenance and operation logs.* + 1. How effective is the plan for developing and providing access to cloud-based maintenance and operation logs?
		2. To what extent does the system allow the County to download data from the logs and take over the software account if necessary?
		3. Which type of reports, inspection forms, and maintenance action records will be included in the system to enhance the system’s effectiveness and quality?
		4. How does the system ensure easy access for County personnel and allows for real-time monitoring of maintenance activities?
		5. How available are the operation logs, how accessible are they to County personnel 24/7, and how user-friendly are they?
		6. How effective is the system in allowing for real-time data entry and for Contractor to review data entered by County personnel?
		7. To what extent does the system incorporate relevant industry standards for instrumentation and record keeping?

**--- Technical Support:**1.How effective is the approach in providing high-quality consultation to address and resolve operating abnormalities?2. How extensive is the capability to manage and supervise repairs, major maintenance, and project management as needed by the County? | 40 Points |
|  | **Relevant Experience:**Proposals will be evaluated, including considering the IRFP specifications and the questions below:1. How much experience do the Bidder and the individuals assigned to the project have with similar projects?
2. To what extent does the sample inspection report clearly, completely, and effectively describe the inspection project involving an Enterprise engine rated at a minimum of 1,200 horsepower?
 | 30 Points |
|  | **References (See Exhibit A – Bid Response Packet)** | 15 Points |
|  | **Vendor Interview** Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the Evaluators regarding the Bidder’s proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview. | Vendor Interview may be used to revise / inform scores of criteria above |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE** |
|  | **Small and Local or Emerging and Local Preference**: Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |

## CONTRACT EVALUATION AND ASSESSMENT

* + 1. During the initial 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 IRFP and the contract; and
			2. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
		3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must be responsible for returning County facilities to their original state at no charge to the County.  The County will have the right to invite the next qualified Bidder(s) to enter into a contract.  The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so. The County’s right to go to the next qualified Bidder(s) 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 IRFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by 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.

## TERM / TERMINATION / RENEWAL

* + 1. The contract term, which may be awarded pursuant to this IRFP, will be three years.
		2. By mutual agreement, any contract which may be awarded pursuant to this IRFP, 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 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, 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 IRFP, 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, or a lower score awarded by the Evaluators. 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 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 IRFP.
		2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
		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 IRFP.
		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 proposal.
			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.
		9. Labor Compliance/Prevailing Wage: This provision applies to construction and other public works with prevailing wage requirements that fall within the definition of public works under sections 1770 et seq. of the California Labor Code.
			1. This is public works project and is subject to monitoring by the Department of Industrial Relations (DIR). All contractors performing work on Public Works projects are required to be registered with the DIR. Valid DIR registration numbers for the firm and any lower-tier subcontractors the contractors may hire to accomplish their portion of work must be supplied with the proposal. The contractor and all subcontractors under the contractor must pay all workers on all work performed pursuant to this contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the DIR, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or at [www.dir.ca.gov](http://www.dir.ca.gov).
			2. All public works contracts valued at $30,000 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage determination. This duty applies to all contractors and subcontractors on a project, even if their part of the project is less than $30,000.

## AWARD

* + 1. Most Responsive and Responsible Bidder(s)
			1. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
			2. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
			3. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
		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/>]
			3. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 541330, 541690.
			4. 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.
			5. 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.
			6. 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.
		3. County Rights
			1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this IRFP, 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.
			2. Any bid proposals that contain false or misleading information may be disqualified by the County.
			3. The County reserves the right to award to a single or multiple Contractors.
			4. The County reserves the right to conduct 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.
			5. The County has the right to decline to award this contract or any part thereof for any reason.
		4. 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 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 IRFP and the bid proposal(s).

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

## METHOD OF ORDERING

* + 1. A written 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.

## 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. 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 IRFP and any contract which may arise pursuant to this IRFP.
		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 IRFP. 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 department 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. Any communication regarding this IRFP with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process will begin upon bid proposals due date and continue until a contract has been awarded.
3. Contact Information for this IRFP:

Ning Peng, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: ning.peng2@acgov.org

Phone: (510) 208-9636

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

## SUBMITTAL OF PROPOSALS

* + 1. Document Submittal
			1. All proposal 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 proposals will be considered.
			2. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20MB or less.
			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, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this IRFP may be subject to public disclosure.  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/>].
			5. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
			6. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Form(s) in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
		2. Submissions Processes
			1. All costs required for the preparation and submission of a proposal must be borne by the Bidder.
			2. Only one bid proposal 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 proposal.
			5. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
		3. 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 proposal, 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 proposal, 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 IRFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the IRFP and contract documents.
			4. The Bidder, by submitting a proposal, 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 response must comply with all requirements contained in the IRFP. **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 response 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 as part of the Bidder’s proposal.
	1. Exhibit A – Bid Response Packet, Bidder Acceptance
	2. Exhibit A – Bid Response Packet, Debarment and Suspension Certification
	3. Exhibit A – Bid Response Packet, Small Local Emerging Business (SLEB) Information Sheet
		1. Must be signed by Bidder
		2. Must be signed by SLEB Partner if subcontracting to a SLEB
5. Each page of the Bid Response Packet must be submitted through the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidder are to be submitted with such pages or items clearly marked “N/A” or the bid response may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid response may be disqualified.
7. Bid pricing OR Excel Bid Form(s) must be submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
8. Bidder must quote price(s) as specified in the IRFP, using the form(s) as amended or revised by any Addenda.
9. Any clarifications or exceptions to policies or specifications of this IRFP, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications***form of the Bid Response Packet.
10. Bidders must read all information and follow directions in the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) event.
11. File names are restricted to 64 characters for all files uploaded as part of any bid response. 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.
12. **Bidders who do not comply with the requirements and/or submit incomplete bid response packages are subject to disqualification and their bid responses rejected.**



### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

 IRFP No. 902376

FLOOD CONTROL PUMP STATION ENGINEERING SUPPORT SERVICES

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| --- |
| BIDDER INFORMATION |

|  |  |
| --- | --- |
| Official Name of Bidder: |  |
| Street Address Line 1: |  |
| Street Address Line 2: |  |
| City: |  | State: |  | Zip Code: |  |
| Webpage: |  |

**Type of Entity / Organizational Structure (check one):**

[ ]  Corporation [ ]  Joint Venture [ ]  Partnership

[ ]  Limited Liability Partnership [ ]  Limited Liability Corporation [ ]  Sole Proprietor

[ ]  Non-Profit / Church [ ]  Other:

|  |  |
| --- | --- |
| Jurisdiction of Organizational Structure: |  |
| Date of Organizational Structure:  |  |
| Federal Tax Identification Number: |  |
| Alameda County Supplier Identification Number (if applicable):  |  |
| DIR Contractor Registration Number (if applicable): |  |

**Primary Contact Information:**

|  |  |
| --- | --- |
| Name / Title: |  |
| Telephone Number: |  | Alternate Number: |  |
| Email Address: |  |

|  |
| --- |
| BIDDER ACCEPTANCE  |

1. The undersigned declares that the procurement bid documents, including, without limitation, the IRFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this IRFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
	1. [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this IRFP and any contract that is awarded.
2. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the IRFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. 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 proposal and/or any resulted contract or purchase order.
4. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
5. The undersigned acknowledges ***ONE*** of the following (please check only one box):

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

[ ]  Bidder is not a certified SLEB and is ineligible for any bid preference.

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 Proposal. Signing this Proposal on the signature portion thereof must also constitute signature of this Certification.

|  |
| --- |
| **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.

If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the Exceptions and Clarifications section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

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 IRFP, all Bidders must complete this form. If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the Exceptions and Clarifications section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

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/)**].**

|  |
| --- |
| [ ]  **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.

The Bidder must provide proof of any permits, licenses, and/or professional credentials necessary to supply products and perform services as specified in this IRFP if requested by the County.

BIDDER Minimum Qualifications

* + - 1. Bidder **and** all key personnel assigned to the project must be regularly and continuously engaged in the business of providing Enterprise engine technical support expertise including but not limited to maintenance, operations, and controls for at least four (4) years which must be clearly stated or demonstrated in the bid response.

|  |  |  |
| --- | --- | --- |
| Name of the Key Personnel assigned to the County Project | **Title** | **Number of years of being regularly and continuously engaged in the business of providing Enterprise engine technical expertise services**  |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
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|   |   |   |

* + - 1. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this IRFP. Unless noted otherwise in the IRFP, 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.

**Maximum Length: None**

|  |
| --- |
| 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 proposals that do not comply may be rejected.

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

Quantities listed on Alameda County **Excel Bid Form** 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.

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

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

|  |
| --- |
| 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. Specify the number of years the person has regularly and continuously engaged in the business of providing Enterprise engine technical support expertise including but not limited to maintenance, operations, and controls.
4. All key personnel must have completed projects that cover the following criteria:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Qualification | Name | Title | Tel | Email | Yes/No; # of Yrs. |
| Experience in maintaining and operating Enterprise engines. |  |  |  |  |  |
| Experience in supervising or performing a major repair of an Enterprise engine. |  |  |  |  |  |
| Experience with Enterprise engines rated at least 1,200 horsepower. |  |  |  |  |  |
| Completion of a project that includes the successful implementation of Enterprise engine control improvements. |  |  |  |  |  |

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

**Maximum Length:** **None**

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| **DESCRIPTION OF RELEVANT EXPERIENCE:** |

**Instructions:** Bidder is to provide a **Description of Relevant Experience.**

The Description of Relevant Experience must describe the overall experience on the services and/or program.

At a minimum, the Bidder must include the following details:

Describe the relevant experience the Bidder and the individuals assigned to the project have with similar projects.

Submit a Sample Inspection Report to demonstrate a previously completed inspection project involving an Enterprise engine rated at a minimum of 1,200 horsepower.

**Maximum Length: None**

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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 (Reports).

At a minimum, the Bidder must include the following details:

**--- Inspections:**

* 1. **Annual Inspections:**

Describe the approach to ensure compliance with Enterprise recommendations and identification of components that may impede engine startup or proper operation.

Describe the approach to conduct a thorough initial inspection and determine inspection intervals for subsequent years.

Describe the approach to develop a customized procedure based upon previous inspection results, which aims to determine the most effective inspection intervals.

Detail the plan to ensure annual inspections are conducted in a timely manner, at least six weeks prior to the operating season.

Provide qualifications and composition of the inspection team, including the project lead engineer and supporting mechanic or engineer.

Specify the approach to ensure the completeness and quality of the annual inspection tasks.

Describe the approach to identify deficiencies and provide clear and effective recommended remedies.

* 1. **As-Needed Inspections:**
		1. Describe the approach responding to as-needed inspection requests during the operating season to ensure engine reliability.

**--- Record Keeping:**

* + 1. Describe the plan for developing and providing access to cloud-based maintenance and operation logs.
		2. Explain how the system allows the County to download data from the logs and take over the software account if necessary.
		3. Detail what reports, inspection forms, and maintenance action records will be included in the systems.
		4. Explain how the system ensures easy access for County personnel and allows for real-time monitoring of maintenance activities.
		5. Describe the availability of operation logs, their accessibility by County personnel 24/7, and how user-friendly they are.
		6. Explain how the system allows for real-time data entry and how the Contractor can review data entered by County personnel.
		7. Highlight how the system incorporates relevant industry standards for instrumentation and record keeping.

**--- Technical Support:**

1. Explain the approach for providing high-quality consultation to address and resolve operating abnormalities.
2. Provide details regarding the capability to manage and supervise repairs, major maintenance, and project management as needed by the County.

**Maximum Length: None**

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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 proposals.

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

The County may contact some or all the references provided in order to determine items such as Bidders’ years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

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

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| **REFERENCES** |

IRFP No. 902376

Flood Control Pump Station Engineering Support Services

Bidder Name:

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

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

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

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

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

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| EXCEPTIONS AND CLARIFICATIONS |

**Instructions**: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the IRFP and associated Bid Documents and submit them with the bid proposal. If no exceptions or clarifications, please indicate “N/A.”

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

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

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| INSURANCE REQUIREMENTS |

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

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the IRFP.

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

see next page for county of alameda

minimum insurance requirements

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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| --- | --- |
| **TYPE OF INSURANCE COVERAGES** | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)Any Auto or Hired and Non-Owned AutosBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**As required by State of California | WC: Statutory LimitsEL: No less than $1,000,000 per accident for bodily injury or disease |
| **D** | **Endorsements and Conditions**:ADDITIONAL INSURED: county of alameda, its board of supervisors, the individual members thereof, and all county officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the cg policy with respect to liability arising out of work or operations performed on behalf of the grantee general liability coverage can be provided in the form of an endorsement to the contractor’s insurance (at least as broad as iso form cg 20 10 11 85 or if not available, through the addition of both cg 20 10, cg 20 26, cg 20 33, or cg 20 38; and cg 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the county.DURATION OF COVERAGE: all required insurance shall be maintained during the entire term of the agreement. In addition, insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the agreement and for at least five (5) years following the later of termination of the agreement and acceptance of all work provided under the agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as iso cg 20 10 04 13 as respects the county, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the county, its officers, officials, employees, or volunteers shall be excess of the contractor’ insurance and shall not contribute with it. Pursuant to the provisions of this agreement insurance effected or procured by the contractor shall not reduce or limit contractor’s contractual obligation to indemnify and defend the indemnified parties.INSURER FINANCIAL RATING: insurance shall be maintained through an insurer with an a.m. best rating of no less than a: vii or equivalent, shall be admitted to the state of California unless otherwise acceptable by risk management, and with deductible amounts acceptable to the county. Acceptance of contractor’s insurance by county shall not relieve or decrease the liability of contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or county.SUBCONTRACTORS: contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this agreement, including this exhibit.JOINT VENTURES: if contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:* Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above.
* Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.
1. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
2. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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Certificate C-1 Page 1 of 1 Form 2001-1 (Rev. 03/31/20)