**\*\*IMPORTANT NOTICE\*\***

**ONLINE BIDDING PROCESS**

* Bid pricing must be submitted online through Alameda County [Strategic Sourcing Supplier Portal](https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT).
* The following pages require signatures and must be scanned and uploaded to Alameda County Strategic Sourcing Supplier Portal:

1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#BidderAcceptance) page
   1. [Must be signed by Bidder](#BidderAcceptance)
2. Exhibit A – Bid Response Packet, [SLEB Partnering Information Sheet](#SLEBPrime)
   1. [Must be signed by Bidder](#SLEBPrime)
   2. [Must be signed by SLEB Partner](#SLEBSubcontractor) if subcontracting to a SLEB

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS WILL 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.

COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 901601

**for**

WOOD CHIPPERS

|  |
| --- |
| **For complete information regarding this project, see** **RFQ posted at** [**http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp**](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) **or contact the County representative listed below. Thank you for your interest!**  **Contact Person: Umiika Wright, Procurement & Contracts Specialist**  **Phone Number: (510) 208-9607**  **E-mail Address: Umiika.Wright@acgov.org** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**December 4, 2017**

through

**Alameda County, GSA-Procurement**

**Strategic Sourcing Supplier Portal**

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

Description: Description: Description: branding.jpgAlameda County is committed to reducing environmental impacts across our entire supply chain.

If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 901601

SPECIFICATIONS, TERMS & CONDITIONS

for

Wood Chippers

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ATTACHMENTS

EXHIBIT A -BID RESPONSE PACKET

EXHIBIT B – INSURANCE PACKET

EXHIBIT C - VENDOR BID LIST

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to locate qualified vendors who are capable of providing for purchase wood chippers as required by the Alameda County Public Works Agency (PWA). The selected vendor shall provide wood chippers in accordance with the specifications of this RFQ.

The County intends to award a two (2) year contract (with option to renew) to the bidder selected as the lowest responsible bidder whose response meets the County’s requirements.

## BACKGROUND

## Alameda County extends from the eastern shore of San Francisco Bay to San Joaquin County. There are six unincorporated communities and rural areas throughout the 813 square miles of the county. The Alameda County Public Works Agency aims to provide, maintain and preserve public infrastructure in an efficient and effective manner, while promoting a healthy and sustainable environment that supports safe and livable communities. PWA requires Wood Chippers at multiple Public Works sites to continually maintain and preserve infrastructure.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
       1. Bidder shall be regularly and continuously engaged in the business of providing chippers for at least one (1) year.
       2. Bidder shall be a certified wood chipper manufacturer or dealer.
       3. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ.

## SPECIFIC REQUIREMENTS

* + 1. Contractor shall provide one (1) 18”wood chipper which includes the following features:
       1. 165 Horse Power General Motor (GM) Gas Engine
       2. Live Hydraulics;
          1. Ball valve,
          2. Pump,
          3. Motor and control valve.
       3. Hydraulic Powered Winch
          1. 150 Winch Rope
       4. Hydraulic Lift/Down Pressure Cylinder
       5. Auto feed plus reversing
       6. Infeed Throat Capacity – 28” wide x 24” tall
       7. Hydraulic Rotating Discharge
       8. Hand Crack Height Discharge
       9. Tandem 7,000 pound Torflex Axle with Hydraulic surge brakes
       10. Heavy Duty Tire Package which includes the following:
           1. 17.5” wheels
           2. Michelin, XTA,
           3. Load range “J”, and
           4. Two (2) spare tires on rims.
       11. Lockable Tool and Battery Boxes
       12. Full Gauge Package
       13. Fuel Tank Capacity – minimum 30 gallon
       14. Pintle Hitch
       15. Dust suppression system
       16. Two (2) sets of keys
       17. Color: White; and
       18. Two (2) sets of keys
    2. Contractor shall provide two (2) 15” wood Chippers which includes the following features:
       1. 130 HP General Motor Gas Engine
       2. Live Hydraulics; ball valve, pump, motor and control valve
       3. Hydraulic Powered Winch
          1. 150 foot Winch Rope
       4. Hydraulic lift / Down Pressure Cylinder
       5. Auto feed Plus Reversing
       6. Infeed Throat Capacity – 13.3” wide x 17” tall
       7. Full Gauge Package
       8. Hand Crank Rotating Discharge
       9. Hand Crank Height Discharge
       10. 10,000 pound Axle with Hydraulic Surge Breaks
       11. Heavy Duty Tire Package which includes the following:
           1. 17.5” wheels
           2. Michelin, XTA,
           3. Load range “J”; and
           4. Two (2) spare tires on rims.
       12. 54” Wide Infeed
       13. Lockable Tool and Battery Boxes
       14. Fuel Tank Capacity - 20 gallon minimum
       15. Pintle Hitch
       16. Dust suppression system
       17. Color: White; and
       18. Two (2) sets of keys.
    3. Contractor warrants that all goods to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County for a period of one (1) year from the date of acceptance by the County.
    4. Contractor shall provide a three (3) year/3,000-hour extended limited warranty on all drum housings, cutter drums, shafts, and ring-fetter hubs.

## DELIVERABLES / REPORTS

* + 1. Delivery of Wood Chippers
       1. Delivery Date: 180-240 days after receipt of order (ARO). Delivery times will be in calendar days, and are of the essence.
       2. If the Contractor is delayed or obstructed in completing this contract for reasons beyond his/her control, the delivery date may be extended for a period that will be mutually agreed upon by the Contractor and the County.
       3. Delivery time will continue until final acceptance of the equipment by the County.
       4. The actual delivery of the chippers will be conducted with “Do Not Drive” instruction for transport from factory to the up-fitting facility, and then to its final destination.  At no time will the chippers be towed behind another vehicle.  Flatbed or transport trailer will be utilized. The chippers will be protected from damage by rock chips, road tar, salt and other debris during transit.  Any road grime or salt spray will be cleaned from the chippers immediately upon its arrival at the Alameda County Public Works Agency
    2. Documentation for Wood Chippers
       1. At time of delivery Contractor shall include the following manuals for each wood chipper:
          1. Two (2) Services Manuals
          2. Two (2) Operator Manuals
          3. Two (2) Parts Manuals

# CALENDAR OF EVENTS

|  |  |  |
| --- | --- | --- |
| **EVENT** | **DATE/LOCATION** | |
| Request Issued | October 10, 2017 | |
| Written Questions Due | by 5:00 p.m. on November 1, 2017 | |
| \*Networking/Bidders Conference #1  (Online conference option enabled for remote participation) | October 31, 2017@ 10:00 am | at: General Services Agency  Room #1107  1401 Lakeside Drive  Oakland, CA 94612  OR remotely @ <http://gsaalamedacounty.adobeconnect.com/admin/show-event-catalog> |
| \*Networking/Bidders Conference #2 | November 1, 2017 @ 2:00 pm | at: Public Works Agency  6089 Madigan Rd.  Room Name HERB  Dublin, CA 94568 |
| Attendee List Issued  (Only if necessary) | November 3, 2017 |  |
| Q & A Issued  (Only if Necessary) | November 8, 2017 | |
| Addendum Issued  (Only if necessary) | November 14, 2017 | |
| Response Due | December 4, 2017 by 2:00 p.m. | |
| Evaluation Period | December 5 – 11, 2017 | |
| Letter Recommending GSA Award Issued | December 18, 2017 | |
| GSA Consideration Date | January 16, 2018 | |
| Contract Start Date | January 18, 2018 | |

\* Includes a tutorial of how to register and use Online Bid Process.

**Note**: Award and start dates are approximate.

## NETWORKING / BIDDERS CONFERENCES

* + 1. The bidders conference held on October 31, 2017 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 [<http://gsaalamedacounty.adobeconnect.com/admin/show-event-catalog>](http://gsaalamedacounty.adobeconnect.com/rfp901106/). In order to get the best experience, the County recommends that bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone. Bidders may also attend this conference in person.
    2. Networking/bidders conferences will be held to:
       1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract that may result from this RFQ.
       2. Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.
       3. Provide the County with an opportunity to receive feedback regarding the project and RFQ.
    3. The bidder conference attendees and vendor outreach list will be released in an individual document.
    4. Questions will be addressed in an RFQ Question and Answer (Q&A) Report following the networking/bidders conference(s). Should there be a need to amend or revise the RFQ, an addendum will be issued following the Networking/Bidders Conferences.
    5. Potential bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is highly recommended but is not mandatory.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## CONTRACT EVALUATION AND ASSESSMENT

During the initial 60 day period of any contract which may be awarded to Contractor, 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.

The County reserves the right to determine, at its sole discretion, whether:

1.                  Contractor has complied with all terms of this RFQ; and

2.                  Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated.  Contractor shall 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 highest ranked bidder to enter into a contract.  The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFQ response evaluation process (“Evaluation Process”), all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award.

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

* + - 1. The name of the bidder being recommended for contract award; and
      2. The names of all other parties that submitted proposals.
    1. At the conclusion of the RFQ response evaluation process and negotiations, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
    2. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract by GSA.

## Bid Protest/Appeals Process

GSA-Procurement prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following 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 for this project 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 by any Bidder regarding any other Bid must be submitted in writing to the County’s GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Fax: (510) 208-9720, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day
       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, fax number and telephone number of the person representing the protesting party.
       4. The County Agency/Department will notify all bidders of the protest as soon as possible.
    2. Upon receipt of written protest, GSA–Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA–Office of Acquisition Policy, may, at its discretion, 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 will be issued at least ten (10) business days prior to the Board hearing or GSA award date.   
         
       The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.
    3. The decision of the GSA-Office of Acquisition Policy on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 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 GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
       1. The appeal shall 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 shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
       3. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
       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 decision of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
    4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor or GSA.
    5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder’s failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall 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 term of the contract, which may be awarded pursuant to this RFQ, will be two years.
    2. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

## BRAND NAMES AND APPROVED EQUIVALENTS

* + 1. Any references 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. Bidders may offer any equivalent product that meets or exceeds the specifications. 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 proof that the proposed alternate will be equal to or better than the product named in this bid as PDF attachments to your online bid submission.
    2. The County reserves the right to be the sole judge of what is equal and acceptable and may require Bidder to provide additional information and/or samples.
    3. If Bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

## QUANTITIES

Quantities listed herein are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

## PRICING

* + 1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.
    2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
    3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
    4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
    5. Taxes and freight charges:
       1. The price(s) quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.
       2. 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 County, will be paid by the County unless expressly included and itemized in the bid.
       3. Amount paid for 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.
       4. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
    6. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
    7. Price quotes shall include any and all payment incentives available to the County.
    8. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
    9. 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.
    10. Prevailing Wages:  Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

## AWARD

* + 1. The award will be made to the lowest responsible bidder who meets the requirements of these specifications, terms and conditions.
    2. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Back‑up Contractors and who will be called in ascending order of amount of their quotation.
    3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.

As a result of the County’s commitment to advance the economic opportunities of these businesses, **Bidders must meet the County’s Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

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

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 333120, 333249, and/or 423830.

A small business is defined by the [United States Small Business Administration](http://www.sba.gov/) (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

* + 1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
    2. Any proposal/bids that contain false or misleading information may be disqualified by the County.
    3. The County reserves the right to award to a single or multiple Contractors.
    4. The County has the right to decline to award this contract or any part thereof for any reason.
    5. A contract must be negotiated, finalized, and signed by the recommended awardee prior to GSA approval.
    6. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.

* + 1. The RFQ specifications, terms, conditions and Exhibits, RFQ 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 RFQ.

## METHOD OF ORDERING

* + 1. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
    2. POs and payments for products and/or services will be issued only in the name of Contractor.
    3. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
    4. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

## WARRANTY

* + 1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein 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 services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants that all work and services furnished hereunder shall be guaranteed for a period of one-year from the date of acceptance by the County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product.
    2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product.
    3. County shall notify Contractor of any adjustments required to invoice.
    4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and price as quoted and shall be accompanied by acceptable proof of delivery.
    5. Contractor shall utilize standardized invoice upon request.
    6. Invoices shall only be issued by the Contractor who is awarded a contract.
    7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the Po’s.
    8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder’s response to this RFQ and any contract which may arise pursuant to this RFQ.
    2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
    3. Contractor account manager shall be familiar with County requirements and standards and work with the Public Works Maintenance and Operations Department, Fleet Maintenance staff to ensure that established standards are adhered to.
    4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

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.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on November 1, 2017 to:

Umiika Wright, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: Umiika.Wright@acgov.org

PHONE: (510) 208-9607

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp> to view current contracting opportunities.

## SUBMITTAL OF BIDS

* + 1. All bids must be completed and successfully uploaded through Alameda County Strategic Sourcing Supplier Portal BY 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through the Alameda County Strategic Sourcing Supplier Portal shall not extend the due date and time.
    2. The proposal must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation.
    3. No email (electronic) or facsimile bids will be considered.
    4. All costs required for the preparation and submission of a bid shall be borne by Bidder.
    5. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
    6. All other information regarding the bid responses will be held as confidential until such time as the General Services Agency has completed its evaluation, a recommended award has been made by the General Services Agency, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the General Services Agency. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project.  In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
    7. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
    8. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
    9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
    10. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
    11. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
    12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

## RESPONSE FORMAT

* + 1. Bid responses must be submitted online through Alameda County Strategic Sourcing Supplier Portal.
    2. Bid responses are to be straightforward, clear, concise and specific to the information requested.
    3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
    4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP/Q may be subject to public disclosure.  County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

### EXHIBIT A

**BID RESPONSE PACKET**

RFQ No. 901601 – Wood Chippers

To: The County of Alameda

From:

(Official Name of Bidder)

* **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFQ, BIDDERS ARE TO SUBMIT COPY OF THE BID IN PDF (with OCR preferred). THE COPY MUST HAVE ALL APPROPRIATE PAGES SIGNED**
* **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED THROUGH STRATEGIC SOURCING SUPPLIER PORTAL AS PDF ATTACHMENT(S) IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
* **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
* **ALL NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
* **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFQ** **document and as specified in the STRATEGIC SOURCING SUPPLIER PORTAL event**
* **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
* **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP/Q, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

#### BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the RFQ, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFQ No. 901601 – Wood Chippers.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, 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.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:

* [**Debarment / Suspension Policy**](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]

* [**Iran Contracting Act (ICA) of 2010**](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]

* [**General Environmental Requirements**](http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>]

* **Small Local Emerging Business Program**

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

* [**First Source**](http://www.acgov.org/gsa/departments/purchasing/policy/first.htm)

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

* [**Online Contract Compliance System**](http://www.acgov.org/gsa/departments/purchasing/policy/compliance.htm)

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

* [**General Requirements**](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]

* [**Proprietary and Confidential Information**](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

1. The undersigned acknowledges that Bidder will be 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 associated Bid Documents.
2. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
4. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.
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](#SLEBCerta)); **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 business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

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

Limited Liability Partnership  Partnership

Limited Liability Corporation  Non-Profit / Church

Other:

Jurisdiction of Organization Structure:

Date of Organization Structure:

Federal Tax Identification Number:

Primary Contact Information:

Name / Title:

Telephone Number:  Fax Number:

E-mail Address:

**SIGNATURE:**

Name and Title of Signer:

Dated this  day of  20

#### BID FORM

[**Online**](https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT) **Bid Process**

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

**COST SHALL BE SUBMITTED DIRECTLY INTO THE STRATEGIC SOURING PORTAL. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

Quantities listed within the Alameda County Strategic **Sourcing Supplier Portal** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

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

Prices shall be good for a two-year contract.

**All item shall be quoted. No partial bids allowed.**

#### REQUIRED DOCUMENTATION AND SUBMITTALS

**All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.) and attached it as PDF file(s) to their online bid submissions through Strategic Sourcing Supplier Portal.**

1. **Table of Contents**: Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers.

2. **Letter of Transmittal/Cover Page**: Bid responses shall include a description of Bidder’s capabilities and approach in providing its goods to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three pages in length and should be easily understood.

3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.

**(a)** **Bidder Information and Acceptance:**

(1) Every Bidder must select one choice under Item 10 of page 3 of Exhibit A and must fill out, submit a signed page 4 of Exhibit A.

**(b)** **SLEB Partnering Information Sheet:**

(1) Every bidder must fill out and submit a signed SLEB Partnering Information Sheet, (found on page #8 of Exhibit A) indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated.  Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.

**(c)** **References:**

(1) Bidders must use the templates on pages #9 - #10 of this Exhibit A – Bid Response Packet to provide references.

(2) Bidders are to provide a list of 3 current and 3 former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

* + Bidders must verify the contact information for all references provided is current and valid.
  + Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

(3) The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

**(d)** **Exceptions, Clarifications, Amendments:**

1. This shall include clarifications, exceptions and amendments, if any, to the RFQ and associated Bid Documents, and shall be submitted with your bid response using the template on page #11 of this Exhibit A – Bid Response Packet.
2. **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

4. **Key Personnel**: Bid responses shall include a complete list of all key personnel associated with the RFQ. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:

(a) The person’s relationship with Bidder, including job title and years of employment with Bidder;

(b) The role that the person will play in connection with the RFQ;

(c) Address, telephone, fax numbers, and e-mail address;

(d) Person’s educational background; and

(e) Person’s relevant experience, certifications, and/or merits.

5. **Description of the Proposed Equipment**: Bid response shall include a description of the proposed equipment, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment will meet or exceed the requirements of the County and shall explain any advantages that this proposed equipment would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the County should be aware of in evaluating the quotation. Finally, the description shall describe all product warranties provided by Bidder.

6. **Credentials**: Copies of any licenses, certifications, or other third party verification of credentials stated as BIDDER QUALIFICATIONS in the RFQ must be submitted with the bid response; Documents must be clearly identified as to which requirement they are responsive.

#### SMALL LOCAL EMERGING BUSINESS (SLEB)

PARTNERING INFORMATION SHEET

RFQ No. 901601 – Wood Chippers

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

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

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

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

**County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program** **(Elation Systems:** [**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:** |

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

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

Bidder Printed Name/Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_ Zip Code\_\_\_\_\_\_

Bidder Signature: Date:

#### CURRENT REFERENCES

RFQ No. 901601 – Wood Chippers

Bidder Name:

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

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

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

#### FORMER REFERENCES

RFQ No. 901601 – Wood Chippers

Bidder Name:

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

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

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

#### EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFQ No. 901601 – Wood Chippers

Bidder Name:

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and associated Bid Documents, and submit with your bid response.

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

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

### EXHIBIT B

**INSURANCE REQUIREMENTS**



Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFQ:

\*\*\* see next page for county of alameda minimum insurance requirements \*\*\*



### EXHIBIT C

**VENDOR BID LIST**

RFQ No. 901601 – Wood Chippers

Below is the Vendor Bid List for this project consisting of vendors who have been issued a copy of this RFQ. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program: <http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm>.

