



COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 902753

for

PUBLIC HEALTH IMMUNIZATION VACCINES

For complete information regarding this project, see Request for Quotation (RFQ) posted at [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) [https://procurement.opengov.com/portal/acgov] or contact the County representative listed below.

Thank you for your interest!

Contact Person: L. Hom

Phone Number: (510) 208-9606

Email Address: L.Hom@acgov.org

General Services Agency (GSA) – Procurement

RESPONSE DUE

by

2:00 p.m.

on

November 16, 2026

through

Alameda County, GSA-Procurement

[County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov)

<https://procurement.opengov.com/portal/acgov>

CALENDAR OF EVENTS

REQUEST FOR QUOTATION No. 902753
PUBLIC HEALTH IMMUNIZATION VACCINES

EVENT	DATE/LOCATION
Request Issued	October 2, 2026
Networking/Bidders Conference	October 14, 2026 @ 10:30 a.m. (PST) TO ATTEND ONLINE: Microsoft Teams Meet Join: RFQ 902753 Bidders Conference Meeting ID: 269 722 212 257 507 Passcode: Ye3YD6ei Dial in by phone: +1 415-915-3950 Phone conference ID: 963 385 753#
Written Questions Due via the “Question & Answer” tab of this project in the County of Alameda Procurement Portal	October 15, 2026 by 5:00 p.m.
List of Attendees	October 16, 2026
Questions & Answers Issued	November 6, 2026
Addendum Issued [only if necessary to amend RFQ]	November 6, 2026
Response Due and Submitted through County of Alameda Procurement Portal	November 16, 2026 by 2:00 p.m. Followed immediately by online Public Bid Opening which can be joined here: Microsoft Teams Meeting Join: RFQ 902753 Bid Opening Meeting ID: 247 188 009 354 304 Passcode: 7qx9Rd9z Dial in by phone: +1 415-915-3950 Phone conference ID: 186 874 102#
Evaluation Period	November 16, 2026 – December 14, 2026
Notice of Intent to Award Issued	December 14, 2026
General Services Agency Consideration Award Date	January 15, 2027
Contract Start Date	February 1, 2027

NOTE: All dates are tentative and subject to change.

Alameda County Vendor Outreach

Wednesday, October 7, 2026
10:30 a.m. – 11:30 a.m.

TO ATTEND ONLINE:

[Vendor Outreach](#)

Call-in: +1 415-915-3950
Conference ID: 504 517 635#

***COME MEET ALAMEDA COUNTY'S
PROCUREMENT TEAM!***

This public event is not specific to any RFQ, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County.

These are conducted on most Wednesdays.
Dates and locations can be confirmed by
checking at

[Upcoming Events](#)

[<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>]

COUNTY OF ALAMEDA
REQUEST FOR QUOTATION No. 902753
SPECIFICATIONS, TERMS & CONDITIONS
for
PUBLIC HEALTH IMMUNIZATION VACCINES

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EXHIBIT A

BID RESPONSE PACKET

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe Public Health (PH) immunization vaccines being requested by the County.

The County intends to award a three (3)-year contract (with the option to renew for two [2] years) to the Bidder selected as the lowest responsive and responsible Bidder whose response meets the County's requirements.

B. SCOPE/BACKGROUND

The Alameda County Public Health Department (ACPHD) is seeking qualified bidders for the procurement and delivery of vaccines to support the County's Immunization Program ensure a continuous, equitable supply of vaccines—including pediatric, seasonal influenza, and COVID-19 doses—to Alameda County's Immunization Program. This initiative is a cornerstone of Alameda County's Vision, specifically the 10X Goal of Healthcare for All, which aims to provide comprehensive, high-quality health services to our diverse population of over 1.6 million residents.

Alameda County's Immunization Program is state-mandated programs, whose goals are to prevent the spread of Communicable Diseases (CDs) in the community and to preserve the public health of the County.

C. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

- a. Bidder must be regularly and continuously engaged for at least three (3) years immediately preceding the bid due date in the lawful wholesale distribution, pharmacy distribution, or direct manufacturer supply of vaccines into California, which must be clearly stated or demonstrated in the bid response packet.
- b. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFQ. Unless noted otherwise in the RFQ, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

D. SPECIFIC REQUIREMENTS

1. The Contractor must provide a continuous, timely, accurate, and cost-effective supply of authentic, FDA-authorized immunization products that arrive at

County-designated locations within required temperature ranges, with adequate remaining shelf life and complete traceability documentation, while promptly resolving shortages, excursions, recalls, returns, and invoice discrepancies without avoidable cost or service interruption to the County.

2. Product Schedule and Conformance. Contractor must furnish the vaccine products and estimated annual doses identified in the County Bid Form. Each delivered product must be authentic, unadulterated, within lawful distribution channels, approved or authorized by the U.S. Food and Drug Administration for the intended use at the time of delivery, and identical to the ordered manufacturer, antigen(s), formulation, dose strength/volume, dosage form, presentation, age indication, route of administration, package configuration, and storage condition. Estimated quantities are for evaluation and planning only and do not guarantee purchases. Contractor shall not impose a minimum order quantity unless expressly disclosed in the Bid Form and accepted by the County.
 - a. ActHIB (Tetanus-Toxoid-Conjugate)
 - b. Arexvy (RSV)
 - c. Bexsero (meningitis B)
 - d. Boostrix (tetanus, diphtheria, and whooping cough, Tdap)
 - e. Engerix B (hepatitis B)
 - f. Fluarix (flu)
 - g. FluBlok (flu)
 - h. Flucelvax (flu)
 - i. Gardasil-9 (HPV)
 - j. Havrix (hepatitis A)
 - k. Hepelisav-B (hepatitis B)
 - l. Infanrix (diphtheria, tetanus, and pertussis)
 - m. Ipol (polio)
 - n. JYNNEOS (smallpox and monkey pox disease)
 - o. Kinrix (diphtheria, tetanus, pertussis, and poliomyelitis)
 - p. Menveo (meningococcal bacteria)
 - q. MMR (measles, mumps, rubella)
 - r. Moderna Spikevax (covid)
 - s. Pediarix (diphtheria, tetanus, pertussis)

- t. Pfizer (covid)
 - u. Prevnar 20 (pneumococcal disease)
 - v. ProQuad (measles, mumps, rubella and varicellavirus)
 - w. RotaTeq (rota virus)
 - x. Shingrix (shingles)
 - y. Td (tetanus and diphtheria)
 - z. Varivax (varicella)
3. Order Acknowledgment and Accuracy. Contractor must acknowledge each County order within four (4) business hours and identify the order number, product, manufacturer, National Drug Code or other applicable product identifier, presentation, quantity, unit price, requested delivery location, and committed delivery date. Contractor must achieve at least 99% order accuracy each calendar month, measured by order lines delivered in the correct product, formulation, presentation, quantity, and location divided by total order lines delivered. Unauthorized substitutions, split shipments, or quantity changes are prohibited.
4. Availability and Delivery. Contractor must maintain a monthly line-item fill rate of at least 95%, measured as doses delivered in full by the committed delivery date divided by doses ordered, excluding County-cancelled quantities and documented manufacturer allocations not caused or worsened by Contractor. Routine in-stock orders received by 12:00 p.m. Pacific Time must be delivered within two (2) business days. County-designated urgent in-stock orders received by 12:00 p.m. Pacific Time must be delivered by the next business day. At least 95% of all order lines must be delivered on time each month. Delivery is required to the Immunization Program office and any County-designated location within Alameda County at no additional charge.
5. Delay and Backorder Notice. Contractor must notify the County within four (4) business hours after learning that an order may not meet the committed delivery date. Notice shall identify the affected order and quantity, reason, manufacturer or supply status, revised firm delivery date, available contract-compliant alternatives, partial-fill options, and mitigation action. A notice does not excuse performance unless the County approves a revised delivery date in writing.
6. Contractor must provide courier services to deliver vaccines to the immunization program office and areas within the boundaries of Alameda County.

7. **Cold-Chain Integrity.** Contractor must store, pack, transport, and deliver each vaccine continuously within the current temperature, light-protection, handling, and transport conditions stated in the manufacturer's package insert, FDA authorization materials, and applicable public-health requirements. Each shipping container must use a qualified packaging configuration appropriate to the product and transit duration and must include a calibrated temperature-monitoring device capable of documenting temperatures for the shipment. The device must have a current certificate of calibration traceable to an appropriate recognized standard and accuracy suitable for the product's required range. Contractor must make the temperature record or indicator result available to County receiving staff at delivery and retain the underlying record for at least six (6) years after delivery or longer if required by law. Product shall not be deemed accepted solely because the outer carton appears undamaged.
8. **Temperature Excursions and Nonconforming Shipments.** If a shipment experiences, indicates, or is suspected of a temperature excursion, damage, tampering, misrouting, delay affecting stability, or other nonconformity, Contractor must immediately instruct the County to segregate the product and shall not direct its use unless the manufacturer or applicable public-health authority confirms usability in writing based on product-specific stability data. Contractor must acknowledge the incident within one (1) hour during required support hours, provide all shipping and temperature data within four (4) hours, and provide a written disposition within one (1) business day or the manufacturer's documented review period. Product not affirmatively cleared shall be replaced at Contractor's expense within one (1) business day after disposition, or sooner for an urgent order. Contractor bears all return, replacement, packaging, shipping, and disposal costs and shall issue a full credit if replacement is not accepted by the County.
9. **Remaining Shelf Life.** Unless the County approves otherwise in writing before shipment, each delivered vaccine must have at least six (6) months of remaining labeled shelf life or at least 75% of its total labeled shelf life remaining, whichever is less. For seasonal, shortage-affected, or newly authorized products that cannot reasonably meet this standard, Contractor must disclose the exact expiration date, quantity, and reason before shipment and obtain County approval. Delivery of short-dated product without prior written approval constitutes nonconforming delivery and may be rejected at Contractor's expense.
10. **Shipment Documentation and Traceability.** Each delivery must include a packing slip and electronic shipment record identifying, at minimum: County purchase order and order numbers; ordering department and delivery location; product and manufacturer; NDC or applicable product identifier; lot number; expiration date or beyond-use date, if applicable; quantity by package and dose; date and

time shipped and delivered; carrier/tracking number; required storage range; temperature-monitoring device identifier and result; and any transaction documentation required by applicable federal drug supply-chain law. Contractor must maintain records sufficient to trace each dose from its authorized source to the County delivery location and must provide requested records to the County within one (1) business day, or within four (4) hours for a recall, suspected counterfeit, or patient-safety event.

11. **Recalls, Withdrawals, and Safety Notices.** Contractor must maintain a 24-hour recall contact and notify the County within two (2) hours of learning of any Class I recall, urgent safety communication, suspected counterfeit or diverted product, or stop-use instruction affecting product delivered or scheduled for delivery to the County, and within one (1) business day for any other recall, market withdrawal, or material labeling/storage change. Notice must identify affected products, NDC/product identifier, lot numbers, expiration dates, quantities, County delivery locations and dates, required actions, and replacement or credit plan. Contractor must provide all assistance necessary to identify and segregate affected product; arrange and pay for return or lawful disposal; and replace or fully credit affected doses within five (5) business days, or sooner when required for patient safety or continuity.
12. **Acceptance, Returns, and Credits.** Title and risk of loss remain with Contractor until the County receives, inspects, and accepts the shipment. The County may reject damaged, tampered, incorrect, unauthorized-substitute, short-dated, expired, recalled, temperature-excursion, undocumented, or otherwise nonconforming product. Contractor must provide return authorization and prepaid return materials within one (1) business day, replace rejected product within the applicable delivery Service Level Agreement (SLA), and issue any required credit within thirty (30) calendar days. Payment, use of a portion of a shipment, or signing a carrier receipt does not waive latent defects, cold-chain failures, recall rights, warranty rights, or the County's right to credit or replacement.
13. **Bidder may propose an equivalent vaccine only when the applicable Product Specification Schedule states that equivalents are permitted.** The proposed product must meet every required antigen, formulation, dose strength/volume, dosage form, presentation, age indication, route, package configuration, storage condition, FDA approval or authorization status, and other stated characteristic. Bidder shall identify the manufacturer, brand, NDC or applicable product identifier, package size, and all differences and shall submit the current package insert and technical literature with its bid. County approval of equivalence is solely for solicitation responsiveness and does not authorize post-award substitution. If the Bidder does not identify an alternate in the Bid Form, the exact named product shall be supplied.

14. Substitutions and Product Changes. Contractor must not substitute a manufacturer, brand, formulation, age indication, dosage form, presentation, package configuration, storage condition, or product identifier without the County Contract Administrator's prior written approval. Contractor must submit the proposed change, clinical and technical comparison, FDA status, package insert, storage/handling requirements, NDC/product identifier, availability, price, and implementation date. No approved substitution may increase the contract unit price unless the County separately approves a written contract amendment. Manufacturer discontinuations and seasonal formulation changes shall be reported at least thirty (30) calendar days in advance when known.
15. Customer Support and Issue Resolution. Contractor must provide live ordering and delivery support Monday through Friday, 7:00 a.m.–7:00 p.m. Pacific Time, and Saturday, 8:00 a.m.–1:00 p.m. Pacific Time, excluding County-observed [holidays](#) unless the County identifies an urgent need. Contractor must acknowledge critical cold-chain, recall, counterfeit, or patient-safety issues within one (1) hour; delivery failures and urgent-order issues within two (2) business hours; and routine order or invoice issues within four (4) business hours. Contractor must provide status updates at intervals agreed with the County and resolve critical issues or implement an approved workaround within one (1) business day and routine issues within three (3) business days. Unresolved issues shall escalate to the Account Manager and an executive-level contact.
16. Reimbursement and Billing. Contractor must provide invoices for each order within one (1) month of vaccine delivery via email and hard copy mail to 1100 San Leandro Boulevard, San Leandro, CA 94577.
 - a. Withholding Payments, Reimbursement may be withheld if Contractor fails to adhere to any terms of this contract.
17. Continuity of Supply. Contractor must maintain and annually update a written continuity plan addressing manufacturer shortages and allocations, carrier disruption, refrigeration or power failure, severe weather, cyber or ordering-system outage, labor disruption, recall, and loss of a distribution facility. Within ten (10) business days after contract start and annually thereafter, Contractor must provide the County a summary of the plan, primary and alternate distribution locations, emergency contacts, and alternate carriers. Contractor must notify the County within four (4) hours of activating the plan for a condition affecting County orders and must provide daily status until normal service resumes.

E. DELIVERABLES / REPORTS

1. Contractor must submit one itemized invoice for each accepted order, or a County-approved consolidated monthly invoice, prior to the fifteenth (15th) of the month, to Alameda County Public Health Department-Immunization Program at 1100 San Leandro Blvd., Third Floor, San Leandro, CA 94577 or at maria.peterson2@acgov.org. The invoice shall be supported by the packing slip, proof of delivery, and confirmation that required cold-chain documentation was provided. Each invoice must include, but is not limited to, the following information:
 - a. Vendor Letterhead and Contact Information
 - b. Delivery Location Address
 - c. Ordered By
 - d. Date Ordered
 - e. Vaccine Type
 - f. Dosage Amount ordered
 - g. Cost
 - h. Due Date
2. Order and Delivery Records. Contractor shall provide the order acknowledgment, packing slip, temperature record, proof of delivery, product traceability data, and exception documentation required by Section D for each shipment.
3. Monthly Performance Report. By the tenth (10th) business day of each month, Contractor must submit an electronic report for the preceding month showing: orders and doses requested, confirmed, delivered, backordered, cancelled, and rejected; line-item fill rate; on-time delivery rate; order accuracy rate; routine and urgent delivery cycle times; temperature excursions and disposition; short-dated products approved or rejected; recalls, returns, replacements, and credits; open issues and aging; invoice accuracy; and corrective actions. Data shall be shown by product and in total, with the numerator, denominator, exclusions, and supporting order identifiers sufficient for County verification.
4. Corrective Action Plan (CAP). If Contractor misses a performance standard in any month, Contractor must submit within five (5) business days after County notice a written root-cause analysis, immediate containment action, responsible owner, corrective steps, completion dates, and method for verifying effectiveness. Two consecutive monthly failures of the same standard or three failures in any rolling

six-month period constitute repeated performance deficiency and may support withholding, use of a Secondary Contractor, cure, or termination remedies.

5. **Records Format and Retention.** Reports must be provided in County-approved searchable PDF and editable spreadsheet format. Contractor must retain contract, ordering, shipping, temperature, traceability, recall, return, credit, and invoice records for at least six (6) years after final payment or longer if required by law, and must provide them to the County upon request.
6. **Performance Standard and Service Level Agreement**

Measure	Standard	Measurement	Remedy/administration
Line-item fill rate	≥95% monthly	Doses delivered in full by committed date ÷ doses ordered	CAP; secondary sourcing; repeated-deficiency remedy
On-time delivery	≥95% monthly	Order lines delivered by committed date ÷ order lines due	CAP; expedite/replacement at Contractor cost
Order accuracy	≥99% monthly	Correct product/formulation/presentation/quantity/location lines ÷ lines delivered	No-cost correction/replacement
Cold-chain documentation	100% accepted shipments	Shipments with complete required evidence ÷ shipments accepted	Quarantine/reject; replacement/credit
Delay notification	100% within 4 business hours	Known-risk notices timely ÷ known delayed orders	CAP; escalation
Recall notification	100% within required 2-hour/1-day clock	Timely notices ÷ applicable events	Immediate escalation; material breach for safety-critical failure
Invoice first-pass accuracy	≥98% monthly	Invoices accepted without Contractor correction ÷ invoices submitted	Correct within 5 business days; disputed amount withheld
Critical issue acknowledgement	100% within 1 hour	Timely acknowledgements ÷ critical incidents	Executive escalation; CAP

F. BIDDERS CONFERENCE(S)/VENDOR OUTREACH

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

Microsoft Teams Meet
Join: [RFQ 902753 Bidders Conference](#)
Meeting ID: 269 722 212 257 507
Passcode: Ye3YD6ei

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

[County of Alameda Procurement Portal](#) by 5:00 p.m. on the date specified in the Calendar of Events.

8. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

G. 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:
 - a. The Contractor has complied with all terms of this RFQ and the contract; and
 - b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to rebid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder and/or rebid is not limited by the award of a contract or the 120-day period.

H. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFQ response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.
2. The Notice of Intent to Award/Non-Award will provide the following information:

- a. The name(s) of the Bidder(s) being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
3. 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 Purchasing Agent.

I. BID PROTEST/APPEALS PROCESS

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

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

GSA—Office of Acquisition Policy
ATTN: Contract Compliance Officer
1401 Lakeside Drive, 10th Floor, Oakland, CA 94612
Email: GSA-BidProtests@acgov.org

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

- a. The bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.

- d. The Contract Specialist will send a notification to Bidders if a protest is received.
2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the award by the Purchasing Agent.

A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Purchasing Agent in the Notice of Intent to Award/Non-Award will stand.

3. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
 - a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.

- d. 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.
 - e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
 - f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Purchasing Agent.
4. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

J. TERM / TERMINATION / RENEWAL

- 1. The contract term, which may be awarded pursuant to this RFQ, will be three (3) years.
- 2. By mutual agreement, any contract, which may be awarded pursuant to this RFQ, may be extended for an additional two (2) years.
- 3. The County has and reserves the right to suspend, terminate, or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, services and/or providing of goods, the Contractor 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.

K. BRAND NAMES AND APPROVED EQUIVALENTS

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

L. QUANTITIES

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

M. PRICING

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFQ.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
4. Taxes and freight charges:

- a. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
 - b. 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.
 - c. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid response.
 - d. 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.
 - e. 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.

N. AWARD

1. Lowest Responsive and Responsible Bidder(s)
 - a. The award will be made to the lowest responsive and responsible Bidder(s) who meets the requirements of these specifications, terms, and conditions.
 - b. Awards may also be made to the subsequent lowest responsive and responsible Bidder(s) and who will be called in order should the County needs to contract with another Bidder(s).

2. Small Local Emerging Business (SLEB) Program

- a. 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.
- b. 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/>]
- c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 424210, 446110 and 456110.
- d. 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.
- e. 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.
- f. 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.
- g. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

3. County Rights

- a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, including Exhibits and any Addendums, to waive informalities and minor irregularities in

responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of the County.

- b. Any bid responses that contain false or misleading information may be disqualified by the County.
- c. The County reserves the right to award to a single or multiple Contractors.
- d. 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.
- e. The County has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. 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.
- b. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the [Exceptions and Clarifications](#) form in the Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[Alameda County Standard Services Agreement Template](#)

[\[https://acgovt.sharepoint.com/:b:/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3\]](https://acgovt.sharepoint.com/:b:/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3)

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

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

O. METHOD OF ORDERING

1. A written Purchase Order (PO) will be issued after an executed contract and Purchasing Agent 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.

P. WARRANTY

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

Q. 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.

R. ACCOUNT MANAGER / SUPPORT STAFF

1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFQ and any contract which may arise pursuant to this RFQ.
2. Contractor must also provide adequate, competent support staff that must be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFQ. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
3. Contractor must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the ACPHD to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

III. INSTRUCTIONS TO BIDDERS

S. COUNTY CONTACTS

1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Communication with other County personnel may result in disqualification.

2. The evaluation phase of the competitive process will begin upon receipt of sealed bid responses and continue until a contract has been awarded.
3. Contact Information for this RFQ:

L. Hom, Procurement & Contracts Specialist
Alameda County, GSA-Procurement
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Email: L.Hom@acgov.org
Phone: (510) 208-9606
4. The GSA Contracting Opportunities website and [County of Alameda Procurement Portal](#) will be the official notification posting place of all bid documents related to this RFQ. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFQ. Go to [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] and [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) [https://procurement.opengov.com/portal/acgov] to view the posting for this RFQ and other current contracting opportunities.

T. SUBMITTAL OF BID RESPONSES

1. Document Submittal
 - a. All response documents must be completed, successfully uploaded, and submitted online through [County of Alameda Procurement Portal](#) 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 [County of Alameda Procurement Portal](#) will not extend the due date and time. No hardcopy, email (electronic), or facsimile responses will be considered.
 - b. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if size permits.
 - c. 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.**
 - d. In whole or in part, bid responses are NOT to be marked confidential or proprietary. The County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFQ may

be subject to public disclosure, even if marked confidential or proprietary. The County will not be liable in any way for disclosure of any such records. Please refer to the County's website at [Alameda County Proprietary and Confidential Information Policies](#) [[Proprietary & Confidential Bidding Information](#) | [General Services Agency - Alameda County](#)].

- e. For the responses to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
- f. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Form(s) in [County of Alameda Procurement Portal](#).

2. Submissions Processes

- a. All costs required for the preparation and submission of a response must be borne by the Bidder.
- b. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” will mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state's Corporations Code or an equivalent statute.
- c. The final award information will be posted on the County's “Contracting Opportunities” website and [County of Alameda Procurement Portal](#).
- d. The County reserves the right to reject any bid response.
- e. All bid responses must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.

3. Legal Requirements

- a. “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).

- b. By submitting a bid response, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.
- c. The Bidder, by submitting a bid response, certifies that it is, at the time of bidding, and will be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFQ and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFQ and contract documents.
- d. The Bidder, by submitting a bid response, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).



EXHIBIT A BID RESPONSE PACKET

INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
2. The bid proposal must comply with all requirements contained in the RFQ. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. The following pages require confirmation, declaration, and /or a signature (✍). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the [County of Alameda Procurement Portal](#) as part of the Bidder's proposal.
 - a. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
 - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
 - c. 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 [County of Alameda Procurement Portal](#) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked "N/A" or the bid proposal may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.

7. Excel Bid Form(s) must be submitted online through [County of Alameda Procurement Portal](#).
8. Bidders must quote price(s) as specified in the RFQ, using the form(s) as amended or revised by any Addenda.
9. Any clarifications or exceptions to policies or specifications of this RFQ, including all Addenda and other documents must be submitted in the [Exceptions and Clarifications](#) form of the Bid Response Packet.
10. Bidders must read all information and follow directions in the [County of Alameda Procurement Portal](#) project.
11. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
12. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



COUNTY OF ALAMEDA

Exhibit A

BID RESPONSE PACKET

RFQ No. 902753

Public Health Immunization Vaccines

BIDDER INFORMATION

Official Name of Bidder (Company):

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

☐ Other:

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

Primary Contact Information:

Name / Title:

Telephone Number:

Alternate Number:

Email Address:

BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFQ, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFQ, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid response, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - a. **General Requirements**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]
 - b. **Debarment & Suspension Policy**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/procurement-debarment-suspension-policy/>]
 - c. **Iran Contracting Act (ICA) of 2010**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]
 - d. **General Environmental Requirements**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]
 - e. **Alameda County SLEB Program Overview**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - f. **Alameda County SLEB Program Additional Information**
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - g. **First Source**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
 - h. **Online Contract Compliance System**
[<http://acgov.org/auditor/sleb/elation.htm>]
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and any contract that is awarded.

5. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFQ and, if applicable, the site condition. By the submission of a bid response, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
7. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid response and any resulted contract or purchase order.
8. 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](#)); **OR**
- ☐ Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
- Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
 - Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
9. 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.

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE:  _____ DATE: _____

DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS \$25,000 AND OVER)

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Response. Signing this Response on the signature portion thereof must also constitute signature of this Certification.

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE:  _____ **DATE:** _____

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

Instructions: On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement. The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

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 proposal 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.

SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, 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>) 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](#); <https://www.elationsys.com/APP/>.

☐ **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:  _____

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.

Prime Bidder Authorized Signatory Name/Title: _____ / _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature:  _____ Date: _____

BIDDER MINIMUM QUALIFICATIONS

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

1. BIDDER Minimum Qualifications

- a. Bidder is to provide documentation or certify that they have regularly and continuously engaged for at least three (3) years immediately preceding the bid due date in the lawful wholesale distribution, pharmacy distribution, or direct manufacturer supply of vaccines into California.

Response:

- b. Bidder must certify that they possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFQ. Unless noted otherwise in the RFQ, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

Response:

Maximum Length: 2 pages

BID FORM

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

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

Bid responses that do not comply may be rejected.

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

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

Bid pricing on all line items is required. If the services are to be provided to the County at no cost, enter "0" in the unit rate cell, do not leave the cell blank. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission through the [County of Alameda Procurement Portal](#), Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the [County of Alameda Procurement Portal](#) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

DESCRIPTION OF PROPOSED SERVICES

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

The *Description of Proposed Services* must describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in Section D. (Specific Requirements) and Section E. (Deliverables/Reports).

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

1. Describe your end-to-end approach for confirming, sourcing, packing, transporting, delivering, and documenting County vaccine orders. For each proposed distribution facility and carrier model, explain how you will meet the order acknowledgment, routine and urgent delivery, fill-rate, on-time delivery, and order-accuracy standards in Sections D and E.

Response:

2. Describe your vaccine cold-chain controls from inventory release through County delivery, including qualified packaging, temperature-monitoring devices, calibration, shipment data access, staff training, temperature-excursion investigation, product disposition, and replacement. Provide a sample redacted temperature record and excursion report.

Response:

3. Describe your inventory, shortage, allocation, backorder, and business-continuity processes. Identify primary and alternate distribution locations, typical inventory visibility, escalation contacts, alternate carriers/sources, and how the County will receive timely, accurate availability and revised-delivery information.

Response:

4. Describe your product traceability, DSCSA compliance, recall, market-withdrawal, suspected-counterfeit, return, credit, and disposal processes. Provide sample redacted packing-slip/traceability documentation and a sample recall notification demonstrating lot-to-delivery-location reconciliation.

Response:

5. Describe your contract-administration approach, including account management, issue escalation, invoice controls, performance-data collection, monthly reporting, corrective action, and ability to meet each KPI. Provide a sample redacted monthly performance report and identify any proposed exception to the County's requirements.

Response:

Maximum Length: 5 pages

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. Work contact information, which includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
2. The person's role in connection with the RFQ and any awarded contract.

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

REFERENCES

Instructions: On the following page is the template that Bidders are to use for providing references. Bidders are to provide a list of three (3) references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

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

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders' bid responses.

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

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

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

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

REFERENCES

RFQ No. 902753

Public Health Immunization Vaccines

Bidder Name: _____

Company Name:

Contact Person:

Telephone Number:

Email Address:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Email Address:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Email Address:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

EXCEPTIONS AND CLARIFICATIONS

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

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

Reference to:

Page No.	Section	Item No.	Description

*Use additional pages as necessary

INSURANCE REQUIREMENTS

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

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

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

**SEE NEXT PAGE FOR COUNTY OF ALAMEDA
MINIMUM INSURANCE REQUIREMENTS**

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE	INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease

D	<u>Endorsements and Conditions:</u> 1. ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. 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. 8. 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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EXHIBIT B

PRODUCT SPECIFICATIONS SCHEDULE

The Contractor shall furnish vaccines that meet the specifications identified below. All vaccines shall be FDA-licensed or authorized, as applicable, and supplied in the age-appropriate formulation and presentation required by the County. Unless otherwise specified, brand names are not required, and equivalent products meeting the antigen, formulation, dosage, presentation, storage, and applicable regulatory requirements are acceptable.

For seasonal products, including influenza and COVID-19 vaccines, the Contractor shall provide the current formulation authorized by the FDA and recommended by the CDC/ACIP for the applicable vaccination season and intended age group, rather than a formulation fixed as of the solicitation date.

Line	Required Antigen/Product	Formulation	Dose Strength / Volume	Dosage Form / Presentation	Required Package Configuration / Acceptable Range	Storage Condition	Equivalent Permitted
1	Hepatitis A	Adult	Appropriate licensed adult dose; typically 1 mL	IM injection; prefilled syringe or single-dose vial	Manufacturer standard package; County may order by individual dose or package	Refrigerated, 2°C–8°C; do not freeze	Yes – FDA-licensed equivalent meeting adult Hepatitis A requirements
2	Hepatitis A	Pediatric/Adolescent	Appropriate licensed pediatric dose; typically 0.5 mL	IM injection; prefilled syringe or single-dose vial	Manufacturer standard package; County may order by individual dose or package	Refrigerated, 2°C–8°C; do not freeze	Yes – age-appropriate FDA-licensed equivalent

Line	Required Antigen/Product	Formulation	Dose Strength / Volume	Dosage Form / Presentation	Required Package Configuration / Acceptable Range	Storage Condition	Equivalent Permitted
3	Hepatitis B	Adult	Appropriate licensed adult dose; strength/volume based on approved product	IM injection; prefilled syringe or single-dose vial	Manufacturer standard package	Refrigerated, 2°C–8°C; do not freeze	Yes – provided product is appropriate for required population and dosing schedule
4	Hepatitis B	Pediatric/Adolescent	Appropriate licensed pediatric dose	IM injection; prefilled syringe or single-dose vial	Manufacturer standard package	Refrigerated, 2°C–8°C; do not freeze	Yes – age-appropriate FDA-licensed equivalent
5	Hepatitis A & B Combination	Adult	Current FDA-approved dose/volume	IM injection; prefilled syringe or single-dose vial	Manufacturer standard package	Refrigerated, 2°C–8°C; do not freeze	Yes , where an FDA-licensed equivalent combination product is available
6	HPV, 9-valent	Age-appropriate formulation	0.5 mL	IM injection; prefilled syringe or single-dose vial	Manufacturer standard package	Refrigerated, 2°C–8°C; do not freeze	Yes , only if equivalent provides the required antigen coverage and is FDA licensed for intended population
7	MMR – Measles, Mumps, Rubella	Pediatric/Adult, as authorized	0.5 mL after preparation, as applicable	Injection; single-dose vial/prefilled presentation as commercially available; diluent included when required	Manufacturer standard package	Manufacturer/FDA-approved storage requirements	Yes – FDA-licensed MMR equivalent
8	Meningococcal ACWY	Age-appropriate formulation	Current FDA-approved dose/volume	IM injection; prefilled syringe or vial	Manufacturer standard package	Manufacturer/FDA-approved refrigerated storage requirements	Yes – must provide required A, C, W, and Y antigen coverage
9	Meningococcal B	Age-appropriate formulation	Current FDA-approved dose/volume	IM injection; prefilled syringe	Manufacturer standard package	Refrigerated, 2°C–8°C; do not freeze	Conditional – proposed product must satisfy County's required population and dosing series;

Line	Required Antigen/Product	Formulation	Dose Strength / Volume	Dosage Form / Presentation	Required Package Configuration / Acceptable Range	Storage Condition	Equivalent Permitted
							products shall not be treated as interchangeable unless authorized
10	Pneumococcal Conjugate Vaccine	Adult/age-appropriate	Current FDA-approved dose/volume	IM injection; prefilled syringe or single-dose vial	Manufacturer standard package	Refrigerated, 2°C–8°C; do not freeze	Yes , provided antigen coverage and current ACIP recommendations satisfy County requirements
11	Pneumococcal Polysaccharide Vaccine	Adult/age-appropriate	Current FDA-approved dose/volume	IM or SC injection, as authorized	Manufacturer standard package	Refrigerated, 2°C–8°C; do not freeze	Yes – FDA-licensed equivalent meeting required antigen coverage
12	Tdap – Tetanus, Diphtheria, Acellular Pertussis	Adolescent/Adult	0.5 mL	IM injection; prefilled syringe or single-dose vial	Manufacturer standard package	Refrigerated, 2°C–8°C; do not freeze	Yes – FDA-licensed age-appropriate Tdap equivalent
13	Td – Tetanus and Diphtheria	Adolescent/Adult	0.5 mL	IM injection; prefilled syringe or single-dose vial	Manufacturer standard package	Refrigerated, 2°C–8°C; do not freeze	Yes – FDA-licensed age-appropriate Td equivalent
14	Varicella	Pediatric/Adult, as authorized	0.5 mL after preparation, as applicable	Injection; single-dose presentation; diluent included when required	Manufacturer standard package	Manufacturer/FDA-approved storage requirements, including frozen storage where applicable	Yes – FDA-licensed varicella vaccine equivalent
15	Recombinant Zoster (Shingles)	Adult	0.5 mL after preparation	IM injection; single-dose presentation with required adjuvant/diluent components	Manufacturer standard package/kit	Manufacturer/FDA-approved refrigerated storage requirements	Yes , if an FDA-licensed therapeutically equivalent recombinant zoster vaccine becomes available

Line	Required Antigen/Product	Formulation	Dose Strength / Volume	Dosage Form / Presentation	Required Package Configuration / Acceptable Range	Storage Condition	Equivalent Permitted
16	Seasonal Influenza – Standard Dose	Adult/age-appropriate	Current FDA-authorized/licensed dose and volume	IM injection; preservative-free prefilled syringe or single-dose vial preferred	Manufacturer standard package; County may order by dose/package	Manufacturer/FDA-approved storage requirements	Yes – current-season equivalent meeting specified age group
17	Seasonal Influenza – High Dose/Enhanced	Older adult population for which product is recommended	Current FDA-authorized/licensed dose and volume	IM injection; prefilled syringe or other approved presentation	Manufacturer standard package	Manufacturer/FDA-approved storage requirements	Yes – only an appropriate current-season enhanced influenza vaccine satisfying County requirements
18	COVID-19 Vaccine	Adult	Current-season formulation appropriate for specified age group	FDA-authorized/licensed presentation and dose for applicable season	Manufacturer standard package; minimum commercially available configuration acceptable	Manufacturer/FDA-approved storage requirements for supplied product	Yes – current formulation authorized/licensed and recommended for applicable season and population
19	COVID-19 Vaccine	Pediatric	Current-season formulation appropriate for specified pediatric age group	FDA-authorized/licensed pediatric presentation and dose	Manufacturer standard package; minimum commercially available configuration acceptable	Manufacturer/FDA-approved storage requirements for supplied product	Yes – current formulation authorized/licensed and recommended for applicable pediatric population
20	RSV Vaccine	Adult	Current FDA-approved age-appropriate dose/volume	IM injection; manufacturer-approved presentation	Manufacturer standard package	Manufacturer/FDA-approved storage requirements	Yes – FDA-licensed product appropriate for County's intended population