INVITATION FOR BIDS
AC TRANSIT DISTRICT
Purchasing Department
10626 International Blvd.
Oakland, CA 94603

BIDS WILL BE OPENED at 10626 International Blvd. by 11:00am October 11, 2005

Sign the bid, put it in an envelope, and write the Contract Bid number and Title on the outside. Sign and return this page. Retain Bidder’s Duplicate copy for your files.

SIGN AND RETURN THIS PAGE
INVITATION FOR BID NO.: 2005-942

Date: September 15, 2005

TITLE: UNIFORM RENTAL and LAUNDRY CLEANING SERVICES

DO NOT INCLUDE SALES OR EXCISE TAXES in proposal prices.

ALL BIDDERS COMPLETE THIS SECTION:

__________________________ 2005

Upon execution of a Contract Acceptance form, the undersigned agrees to furnish, subject to provisions on the reverse of this form, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the contract proposal, when authorized by Purchase Order, Contract Order, or Letter of Agreement issued by the District.

Name under which business is conducted:

Business street address: ____________________________________________________________________ Telephone: ____________________________________________________________________

City State Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed ____________________________________________________________________ Typed Name ____________________________________________________________________

IF PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that we are partners in the business (joint venture) named above and that we sign this contract proposal with full authority to do so (one or more partners sign):

Signed ____________________________________________________________________ Typed Name ____________________________________________________________________

Signed ____________________________________________________________________ Typed Name ____________________________________________________________________

IF CORPORATION, sign here:

The undersigned certify that they sign this contract proposal with full authority to do so:

Corporate Name

Signed ____________________________________________________________________ Typed Name ____________________________________________________________________ Title ____________________________________________________________________

Signed ____________________________________________________________________ Typed Name ____________________________________________________________________ Title ____________________________________________________________________

Incorporated under the laws of the State of ____________________________________________________________________

Form C101

May 2005
1. EXPLANATIONS, CLARIFICATIONS AND CHANGES
Bidder's shall request any explanation, clarification or changes to specifications in writing. Any reply and/or change to specifications will be made by written addendum which shall become a part of this bid documents.

2. BID SUBMISSION
To receive consideration, bids must be delivered prior to the date and time for bid opening. All bids shall be in a sealed envelope properly endorsed as to the bid number and opening date. Submission of a bid shall constitute a firm offer to the District for ninety (90) days from the last day for receipt of bids.

Unauthorized conditions, limitations or provisos attached to a bid will render it non-operative and may cause its rejection. No telegraphic or facsimile bids or modifications will be considered unless otherwise stated.

A bidder may withdraw his bid prior to bid opening, without prejudice, by submitting a written request for its withdrawal to the Purchasing Manager. The bidder must be able to identify its Bid, show proper identification, and show proper authorization to withdraw the Bid.

At the hour specified in the notice, the District will open, examine and publicly declare all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids. Awards will be made or bids rejected by the District within a reasonable time after bids have been opened.

3. APPROVED EQUALS
When the name of a manufacturer, brand or make, with or without a model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. The District shall be the sole judge whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered are assumed to be the specific articles named in this document and that articles offered are in accordance with the specifications. If not offering the specific articles named, bidder should enclose with bid full information, specifications and descriptive data on items offered. The District reserves the right to permit deviations from the specifications if any article offered is substantially in accord with the specifications and is deemed by the District to be as good quality and as fully satisfactory for its intended use as an article fully meeting specifications.

4. CONDITION OF ARTICLES
Articles offered and furnished must be new and previously unused and of manufacturer's latest model unless otherwise specified herein.

5. TAXES
The supplies, materials or equipment called for under the specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government.

Unless otherwise stated bidder shall exclude applicable California State and local sales or use taxes in the total price in his bid. Said tax, wherever applicable, will be paid by the District to the Contractor, if licensed to collect same, or otherwise directly to the State.

6. AWARD AND REJECTION OF BIDS
The District may reject any and all bids, may waive any minor irregularities or informalities in any bid or in the bidding procedure, and must reject a bid of any party who has been delinquent or unfaithful in any former contract with the District. If an award is made, it shall be made to the lowest responsible bidder.

7. DELIVERIES
FOB destination in Oakland, freight prepaid and allowed. Unless otherwise stated in the specification or bid forms, bidder shall include freight or delivery charges in the total price in its proposal.

8. SEPARATE ITEMS OR IN THE AGGREGATE
Any bidder may bid separately for any item unless otherwise provided. The District may make awards on separate items or in an aggregate of several or all items unless otherwise provided.

9. CASH DISCOUNTS
Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

a. Discount period must be at least 30 days.

b. The discount period will start on the date of completion of delivery of all items on any Purchase Order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later.

c. Payment is deemed to be made, for the purpose of claiming the discount, on the date of mailing the District warrant or check.

10. ACCEPTANCE, BILLING AND PAYMENT
Acceptance by the District of any equipment, supplies, or materials furnished under the contract to be awarded shall occur only subsequent to the final inspection by authorized employees of the District. Defective or nonconforming equipment, supplies or materials shall be rejected by the District and the contract price adjusted accordingly unless acceptable replacement is made.

Invoices shall be rendered in triplicate to AC Transit District, P.O. Box 28507, Oakland, California 94604. Invoices shall include all applicable state, city and special district sales taxes at time of delivery. Invoices shall identify the Contract and Purchase Order Numbers. Unless otherwise stated, the District will make payment within thirty (30) days of the date of completion of delivery of all items on any Purchase Order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later.

11. WARRANTY OF TITLE
The Contractor warrants and agrees that title to all materials and equipment furnished under this contract and accepted by the District will pass to the District free and clear of all liens, claims, security interests or encumbrances.

12. PERFORMANCE WARRANTY
Contractor shall supply his standard warranty(ies) on defects in workmanship and material applicable to the materials, supplies or equipment furnished hereunder. The standard warranties should be no less than the minimum requirements stated in the Specifications. All warranties in the Specifications. All warranties to commence after acceptance of delivery by the District unless otherwise stated. It is understood and agreed that the District does not waive any warranty either expressed or implied or any liability of the manufacturer or contractor as may be determined by a decision of any court of the State of California or the United States.

13. INDEMNIFICATION
Contractor shall indemnify, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to perform any of its obligations contained in the Agreement, except such loss or damage caused by the sole negligence or willful misconduct of the District.

14. TERMINATION AND TERMINATION FOR CONVENIENCE
In the event the Contractor fails to perform any of his obligations under this contract, this contract may be terminated effective after 10 days written notice and all of contractor's rights hereunder ended. No new work will be undertaken and no new deliveries will be made after the date of receipt of such notice.

The District may terminate this Agreement for the District's convenience and without cause at any time by giving Contractor written notice of termination. In the event of termination, Contractor will be paid for those services performed or deliveries made pursuant to this Agreement to the satisfaction of the District up to the date of termination. In no event will the District be liable for costs incurred by Contractor after receipt of notice of termination.

15. NON-DISCRIMINATION
In connection with the execution of any contract hereunder, the Contractor shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age as defined in Section 12926 Government Code.

16. GOVERNING LAW
This contract shall be governed by the laws of the State of California. 17. PROHIBITED INTERESTS
By submitting a bid, the bidder represents and warrants that neither the General Manager nor any Director, officer employee of the District is in any manner interested directly or indirectly in the bid or in the contract which may be awarded under it, or in any expected profits to arise therefrom (State of California Government Code section 1090 et Seq.). No member, officer or employee of the District, during his her tenure or for one (1) year thereafter, shall have an interest, direct or indirect, in this Contract or the proceeds thereof.
GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

Coordination of General Conditions, Scope of Work and Special Conditions. The General Conditions, Scope of Work and Special Conditions are intended to be complementary and to describe and provide for a complete work. In the event that there are inconsistencies or discrepancies between provisions contained in these components of the contract documents, the Special Conditions and Specifications of the IFB shall govern over the General Conditions, Instructions and Information for Bidders.

The Alameda-Contra Costa Transit District (“AC Transit” or “District”) is seeking fixed price bids for Uniform Rental and Laundry Cleaning Services for seven (7) locations within the District.

The Scope of Services and specifications includes, but is not limited to, all labor, material, supplies, equipment, tools, transportation, and supervision to perform the services necessary to meet the requirements of the Invitation for Bid (IFB).

Bid packages will be available on or after September 15, 2005. Bids will be received at 11:00 a.m. or before on October 11, 2005. Submission of a bid shall constitute a firm offer to the District and shall be valid for a period of ninety (90) calendar days from receipt of bid date.

If not already registered, an online Vendor Registration is required prior to contract award. Proposers should access www.actransit.org, select purchasing, online purchasing, and register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification containing original signature - in proposals. If online access is not available, contact the Purchasing Department for instructions.

18. INTENT OF PROCUREMENT

The AC Transit (District) currently uses the services of a cleaning company to regularly pick-up, clean and return uniforms, shop coats, coveralls, mats, towels, and dry mops to various District locations throughout the Bay Area. The District is requesting fixed price bids to provide employee uniforms and supplies, as well as laundry services.

The IFB does not commit the District to a contract award, to pay costs incurred in bid preparation, or for work performed in connection with its preparation, or its presentation. AC Transit reserves the right, at its sole discretion, to reject any and all bids and/or to waive any minor informalities or irregularities in any bid or in the bidding procedure.
19. **CORRESPONDENCE**

All correspondence must show Invitation for Bid Number 2005-942

20. **BID PREPARATION**

A. Bidders shall complete the Bid Form, Exhibit – 3, and other exhibits as required and include appropriate descriptive material or information.

B. The Bidder shall not delete, modify, make substitutions, or supplement the printed matter on the Bid Form, unless indicated on the form.

C. A technical description of the items being offered in sufficient detail to evaluate compliance with specifications shall be provided with bids. If the Bidder fails to submit descriptive literature with bids, or by the time and date for receipt of bids, the District reserves the right to reject the bid.

D. The Bid Form and any other Exhibits shall be completed, and signed in ink.

E. If sole owner, the owner shall sign the bid. If Bidder is a corporation, two (2) corporate officers must sign on behalf of the corporation.

21. **BID SUBMISSION**

A. To be considered, one (1) original and two (2) copies of a bid must be received by 11 a.m. local time on **October 11, 2005**, at the offices of the Procurement and Materials Director, 10626 International Blvd., Oakland, CA 94603, Attn: Lynda McBroom, Contract Specialist. **Bids received after the deadline or delivered to a different location will not be accepted.**

B. Bids must be submitted in a sealed envelope and be clearly marked to show the Bidder’s name and the IFB topic and number, without being opened. **Faxed or electronic bids will not be accepted.**
22. **PUBLIC BID OPENING**

Bids will be publicly opened and read aloud at the date, time, and place designated under item 21 A, above. Attendance is not mandatory; Bidders and their authorized representative are invited to be present.

23. **CONTRACT AWARD**

It is the intent of the District to make an award within ninety (90) days after bid opening. The award will be made to the lowest priced, responsive bidder, whose bid complies with the requirements of the IFB. Full consideration will be given to cost, quality of uniforms, performance, and overall best value to the District.

The District may reject a bid from a bidder deemed not to possess the minimum qualifications necessary to perform the services required under the IFB.

The quantities and sizes listed on the Bid Form are approximate and the District reserves the right to rent more, or less, as needed during the life of the contract at the quoted unit price. Payment shall be made on the basis of quantity of items in circulation.

It is the responsibility of the Bidder to give correct unit price extensions and total lump sum bid amount.

Award will be based on the lowest LUMP SUM BID containing individual unit prices.

24. **TYPE OF CONTRACT**

A firm fixed unit price contract.

25. **TERM OF CONTRACT**

A five (5) year contract, effective date December 1, 2005, through November 30, 2010.

26. **PERIOD OF PERFORMANCE**

A. Price(s) quoted by Bidder shall be firm for the complete first year of the awarded five (5) year contract. Price changes, if any, for each subsequent contract year will be submitted to the Contract Specialist for approval sixty (60) calendar days prior to implementation. Price changes, if approved, may be decreased/increased in accordance with the limits of the Procurement Price Index as published by the Bureau of Labor Statistics as of December of the previous year.

B. Price(s) quoted by the Bidder shall not include federal, state or local taxes.
27. **QUANTITY**

The quantities shown on the Bid Form are estimates based on historical information. Quantities may change from time to time during the term of a contract.

28. **STATEMENT OF EXPERIENCE**

Upon request, the Bidder may be required to prove to the District’s satisfaction that it has the skill and experience to perform services in a satisfactory manner and within required timeframes.

29. **QUALIFICATION OF BIDDERS**

Bidder qualifications include, but are not limited to: superior product quality or functionality; demonstrated experience and whether the Bidder can perform the contract or provide the service promptly or within the time specified without delay or interference and the quality of historical contract performance.

30. **QUESTIONS AND CLARIFICATIONS**

Questions and/or requests for clarification should be directed to Lynda McBroom at 510/577-8818, between the hours of 8:00 AM and 3:00 PM, Pacific Time, Monday through Friday, holidays excepted, or through the following channels:

AC Transit  
10626 International Blvd  
Oakland, CA 94603  
Attn: Lynda McBroom, Contract Specialist  
E-mail: lmcbroom@actransit.org  
FAX: (510) 577-8839

31. **CHANGES BY DISTRICT**

In case any work, materials, or equipment shall be required which are not mentioned, specified or indicated, or otherwise provided for herein, the Contractor shall, if ordered in writing by the Contract Specialist, to do and perform such work and furnish such materials or equipment at the Contractor’s fair market price, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discount, or both.

In case any work, materials or equipment which are mentioned, specified or indicated, or otherwise provided for in the contract, or in the specifications forming a part of the contract, shall be required to be omitted from, in or about the work, the Contractor shall, if ordered by the Contract Specialist, omit the performance of such work and the furnishing of such materials or equipment. A deduction shall be made from the amount to be paid to the
Contractor in an amount which the Program Manager and Contractor shall determine and mutually agree to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

It is understood, however, that the amount of work, materials, or equipment required by the contract shall not, in accordance with the above provisions referring to additions and omissions, be increased or diminished so as to substantially alter the general character or extent of the contract.

32. CONTRACT PAYMENT

General Conditions, Instructions and information for Bidders, Clause No. 10, Acceptance, Billing and Payment, has been changed for purposes of this IFB.

Contractor shall submit to the following, a monthly, original, and one duplicate, invoice for services:

AC Transit
Attn: Materials Superintendent
Materials Department
10626 International Blvd.
Oakland, CA 94603

A duplicate invoice will be provided to the appropriate Maintenance Superintendent receiving services during the month.

Invoices must be dated, specifying the contract number, the location receiving services, unit cost, quantity breakdown and total invoice amount.

33. POINT OF CONTACT FOR CONTRACT PERFORMANCE

Contractor shall immediately notify the Program Manager, who will coordinate with the Contract Specialist, of any occurrence or condition that interferes with the full performance of the contract. If notification is through telephone exchange, the Contractor is required to follow with a written notification within twenty-four (24) hours of the occurrence.
34. **DAMAGES**

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials, or equipment; or from any action of the elements prior to the final acceptance of the work, or of the supplies, materials, or equipment; or from any act or omission not authorized by these specifications on the part of the Contractor or any agent or person employed by it, shall be sustained by the Contractor.

35. **ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title, or interest in or to the contract or any part of it without obtaining in advance the written consent of the Contract Specialist. The written consent must appear on the contract or be attached to it.

36. **NON-COLLUSION AFFIDAVIT**

By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham, or collusive, or made in the interest or in behalf of any person not herein named, and that the Bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any person, firm or corporation to refrain from bidding, and that the Bidder had not in any manner sought by collusion to secure to the Bidder an advantage over any other bidder.

37. **PENALTY FOR COLLUSION**

If, at any time, it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, than the contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the Purchasing Manager may advertise for a new contract for said labor, supplies, materials or equipment.

38. **RIGHTS AND REMEDIES OF THE DISTRICT**

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
39. **INSURANCE**

A. **Minimum Scope of Insurance**

Coverage shall be least as broad as:

1. **General Liability**: Coverage is to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG 0001 and must include Environmental Impairment Insurance - $1,000,000 per occurrence.

2. **Automotive Liability**: Coverage is to be equal to Insurance Services Office Business Auto Form CA 0001 (01/87) covering Automobile Liability, code 1 (any auto).

3. **Workers' Compensation insurance** as required by the State of California and Employer's Liability Insurance.

B. **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. **General Liability**: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this project/location or the aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **Workers’ Compensation**: Workers’ Compensation limits as required by the State of California and Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

C. **Deductible and/or Self-Insured Retention**

Any deductibles and/or self-insured retention must be declared to and approved by the District. The District reserves the option to: 1) Require the insurer to reduce or eliminate such deductibles and self-insured retention as to the District, and/or: 2)
Require the Bidder to procure a bond guaranteeing the payment of any deductible or self-insured retention of losses, related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or are to be endorsed to contain, the following provisions:

1. General Liability and Automotive Liability

   a. The District, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the District, its officers, officials, employees, or volunteers.

   b. For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the District, its directors, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

   c. Any failure with reporting provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officers, officials, employees, or volunteers.

   d. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.

2. Workers’ Compensation and Employers Liability

   The insurer shall agree to waive all rights of subrogation against the District, its directors, officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the District.

3. All Coverage
a. Each policy required shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverages or limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District addressed to Risk Manager, Alameda-Contra Costa Transit District, 1600 Franklin Street, Oakland, California 94612.

b. Each policy is to be on an “Occurrence” form. “Claims-Made” form requires prior approval by the District as well as Contractor being required to provide acceptable evidence of the policy’s retroactive date, and will be also required to maintain the coverage with the same retroactive date for a period of not less than five (5) years following termination of services under the agreement.

4. Acceptability of Insurers - Insurance is to be placed with insurers with a current A.M. Best & Co. Rating of no less than “A-:VII”.

5. Verification of Coverages

Contractor shall furnish the District with appropriate Certificates of Insurance and with original Endorsements effecting coverages required. The Certificates and Endorsements are to be signed by a person authorized by the insurer to bind coverage. The Certificates and Endorsements are to be received and approved by the District prior to the commencement of any work under the agreement. The District reserves the right to require complete, certified copies of all required Insurance policies at any time.

6. Other requirements

a. Should any work under this agreement be sublet, consultant shall require each subcontractor of any tier to comply with all of the Agreement’s insurance provisions and provide the proof of such compliance to the District.

b. These insurance requirements are not intended to and shall not in any manner limit or otherwise qualify the liabilities and obligations otherwise assumed by the consultant under this agreement, including but not limited to the provisions concerning indemnification.

c. Compliance with these insurance requirements is considered a material part of the agreement, and breach of any such provision may, at the option of the District, be considered a material breach of the
40. WAIVER

The Bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials or equipment called for under the specifications; that it has checked its bid for errors and omissions; that the prices stated in the bid are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the contract. The Bidder waives any claim if, on account of errors or omissions claimed to have been made by it in the bid, or for any other reason it should refuse or fail to execute the contract.

41. PROTEST PROCEDURES

A. Protest before Proposal (Bid) Opening

Protests based upon restrictive specifications or alleged improprieties in the proposal procedure shall be filed, in writing, with the Procurement and Materials Director, ten (10) days prior to the proposal opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

B. Protest of Award

A bidder (or other interested party as defined under the District’s Protest Procedures) may file a protest with the District alleging a violation of applicable federal or state law and/or District policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract. Such protest must be filed no later than ten (10) days after the date of notice of award or non-award of contract by the District.

Copies of the District’s Procurement Protest Procedures should be obtained from the District’s Procurement and Materials Director. The Procurement Protest Procedures will be provided immediately upon request. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT’S WRITTEN PROPOSAL PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.

42. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

It is the policy of the District to ensure non-discrimination in the award and administration
of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the District’s construction, procurement and professional services activities. To this end, the District has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with the District in meeting these commitments and objectives.

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1. **PURPOSE**

The AC Transit (District) currently uses the services of a rental supply and cleaning company to regularly pick-up, clean and return uniforms, shop coats, coveralls, mats, print shop towels, and dry mops to various District facilities located throughout the Bay Area. The District is requesting fixed price bids to provide employee uniforms and supplies, as well laundry service.

2. **MINIMUM REQUIREMENTS**

A. The Bidder shall provide a program where they shall supply eleven (11) uniforms per employee within the District for maintenance employees only. The required eleven (11) uniforms shall consist of shirts and pants, coveralls, or a combination of both. The uniforms shall be supplied on a cycling system where there are always five (5) uniforms being cleaned, five (5) uniforms ready for wear, and one (1) uniform being worn. It is understood that charges for the uniforms are on a flat rate of five (5) uniforms per week, per employee, whether turned in or not. Currently, the District total employee count for this contract is 453.

B. Definition: a uniform is considered either coveralls (1 piece) OR pant/shirt (2 piece) combination.

C. All other items required, identified in the bid form, will be cleaned and serviced, on a weekly basis from each of the seven (7) locations identified in the IFB.

D. Contractor shall provide the District with the “useful life” of the uniforms, pants, shirts, and/or coveralls based on normal wear and tear and annotated on the Bid Form.

E. New material - Unless otherwise provided in the specifications, all goods to be supplied to the District shall be from new, unused, current stock.

F. A pre-award meeting with the apparent contract awardee shall take place prior to award.

G. Contractor shall identify a representative of their company who will be the Contractor's Point of Contact responsible for the District’s needs.
H. All uniforms shall have a strip of laundry tape on the inside collar with the District employee’s last name. In addition, Contractor may choose to use a bar coding system to identify the District and employee. All employees should be able to identify their own garments.

I. The Contractor will be responsible for identifying each garment, ensuring that it is returned to the same user. Contractor must use tape or a label that will not come off, erase, or wash out.

J. The Contractor is to perform an individual count of garments to be documented and approved at each location identified in the IFB. A copy of the documentation must be matched with the delivery count of the following delivery day.

K. The Contractor will notify the District of lost or missing items, especially uniforms, by the next business day, close of business.

L. Contractor shall provide regularly scheduled deliveries of merchandise, freshly processed, repaired, and finished in accordance with generally acceptable standards of the textile rental industry. Contractor will replace merchandise worn out through normal wear and tear at no additional cost to the District.

M. Merchandise supplied by the Contractor under this contract is the property of the Contractor. The District shall pay for merchandise that is lost or damaged, except through normal wear and tear. Replacement cost shall be based on the unused portion of the useful life of the garment on a straight-line depreciation basis.

N. If it is suspected than an employee of the District has damaged a uniform or coverall, the Contractor shall notify the Program Manager as soon as practical to address and correct the problem. The District is responsible for collecting and paying for all loss and damage charges to the Contractor.

O. If the Contractor delivers an item to the wrong location and the garment is not recovered at its original location, the Contractor is responsible for its replacement.

P. The cost of all repairs shall be included in unit prices. The successful Contractor will make all repairs in a good workmanship manner, to the satisfaction of the District’s Program Manager.
Q. Repairs shall be made in accordance with the following instructions:

1. The District need not identify the items if they need repair. However, "hard to find" and "over-looked" repairs shall be identified by means of a repair tag supplied by the Contractor. The repair tag shall be placed on the garment lapel. All clean uniforms returned from the laundry requiring repair will be kept separate from soiled ones and returned. “No Charge” is to be made for corrective actions.

2. Tears and rips may be repaired without cloth backing if completed closure can be made.

3. If fabric is missing, a patch, which matches the garment in color, shall be used to replace missing material and/or reinforcement material.

4. Repairs will be made to the crotch area.

5. Broken zippers will be repaired or replaced with equivalent quality.

6. Broken, bent, or missing buttons will be replaced with equivalent quality.

R. No starch or similar product is to be used.

S. All uniforms must be delivered to lockers in designated areas as coordinated with the Superintendent located at each Facility.

T. Workmanship shall be of first class commercial quality to produce clean, dry, uniforms of good general appearance. It shall be performed with handiwork, cleaning substances, and heat conditioning determined to promote extended serviceability of the uniforms.

U. The District will periodically send samples to an independent laboratory for random testing to determine if harsh chemicals have been used in the laundering
process that may have adverse effects on personnel or garments. Use of chemicals that are in violation of California Law (Prop #65) will be cause for cancellation with the Contractor assuming all liability arising from such violation.

V. Print Shop Towels. All towels are to be of good quality and utility (100% cotton) and shall be subject to District approval. “Rags” are not acceptable.

W. All garments shall be 65% polyester and 35% cotton, except those uniforms used for welding, which shall be 100% cotton. The uniforms supplied for welding shall be flame retardant. It is estimated that the District, specifically Division 3, uses three (3) each of the welding-type uniforms. Any change to this requirement will be coordinated with the Program Manager prior to implementation.

X. Imprinted name tags are an optional use item, which may or may not be used at the discretion of the District. When requested tags will be embroidered in accordance with logo sample, Exhibit – 2.

Y. Not used.

Z. The color of the uniforms furnished by the Contractor will be “Charcoal Grey” or equivalent. Both uniform styles require reflective tape. Approximately 96% of the coveralls and 89% of the pants/shirts. Of those uniforms requiring the reflective tape, shirts and coveralls will have high reflective tape around the shoulder and down the front and back. Uniforms requiring tape on leg bottoms shall be reflective type tape.

AA. Contractor shall furnish locked hampers with key locks to be placed at District locations in designated areas. Contractor and District representatives shall determine the cost for replacing damaged locks or lockers. Master keys for the hampers/lockers will be provided to designated District supervisor.
3. **DELIVERY**

   A. **Time and place of Delivery.** Scheduled services will be made at the following locations:

   - **AC Transit Division 2**
     - 1177 47th Street
     - Emeryville, CA. 94608

   - **AC Transit Division 3**
     - 2016 MacDonald Avenue
     - Richmond, CA. 94801

   - **AC Transit Division 4**
     - 1100 Seminary Avenue
     - Oakland, CA. 94621

   - **AC Transit Division 6**
     - 1758 Sabre Street
     - Hayward, CA. 94545

   - **AC Transit Central Maintenance Facility**
     - 10626 International Blvd.
     - Oakland, CA. 94603

   - **AC Transit Training Center**
     - 20234 Mack Street
     - Hayward, CA. 94545

   - **AC Transit General Office (G.O.)**
     - 1600 Franklin Street
     - Oakland, CA. 94612

   B. **Time of Delivery.** The District requires once a week pickup and delivery, every week, Monday through Friday. Normal work hours for pickup and delivery are between 7:00 am and 2:00 pm.

   C. **Holidays.** The Contractor will arrange to schedule delivery either the day before or the day after a holiday in order to maintain the once a week pickup and delivery schedule. Contractor is required to notify the District on which day (before or after the holiday) they have chosen, at least one (1) week prior to the holiday.

   D. **Delay.** In cases where delivery under this contract shall be necessarily delayed because of strike, injunction, government controls, or by reason of any other cause of circumstances beyond the control of the Contractor, the time of...
completion of delivery shall be extended by a number of days to be determined in each instance based on mutual agreement between the successful Bidder and the District.

E. Approximate uniform requirements by division.

The chart below identifies the estimated requirements for the District based on the current number of employees requiring uniforms. Each employee shall have access to a total of eleven (11) uniforms. A 1-piece uniform consists of coveralls and 2-piece pc uniform consists of one (1) pant and one (1) shirt.

<table>
<thead>
<tr>
<th></th>
<th>D2</th>
<th>D3</th>
<th>D4</th>
<th>D6</th>
<th>CMF</th>
<th>T.E.C.</th>
<th>G.O.</th>
<th>TOTAL (approx)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Empl.</td>
<td>85</td>
<td>52</td>
<td>56</td>
<td>59</td>
<td>90</td>
<td>Varies</td>
<td>7</td>
<td>453</td>
</tr>
<tr>
<td>1-piece coverall uniform</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>572</td>
<td>286</td>
<td>373</td>
<td>359</td>
<td>713</td>
<td>20</td>
<td>44</td>
<td>2,367</td>
</tr>
<tr>
<td>2 piece pant/shirt uniform</td>
<td>363 each</td>
<td>286 each</td>
<td>243 each</td>
<td>290 each</td>
<td>277 each</td>
<td>0</td>
<td>33 each</td>
<td>1,492 pants 1,492 shirts</td>
</tr>
<tr>
<td>Cleaning Towels</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500</td>
</tr>
</tbody>
</table>

Page 19 of 36
UNIFORM RENTAL and LAUNDRY CLEANING SERVICES
PERIOD OF PERFORMANCE DECEMBER 1, 2005, THROUGH NOVEMBER 30, 2010

NAME TAG LOGO SAMPLE
EXHIBIT - 2

4-color Logo – Outlined Version
When overlaying the 4-color logo on a black or a dark background color, you must use this version of the logo.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
This is an All-Or-None LUMP SUM Bid

A. A bid will be awarded on an all-or-none basis. All items will be awarded to only one Bidder. All-or-none bids are required due to the need for consistency of product and/or service.

B. Unit prices should specify the unit price absent any special fees such as sewer and toxic waste charges. A separate line item is available to list any special fees or surcharges. An explanation of a special fee is required.

C. Any offered discounts should be listed separately with an explanation. General Conditions, Instructions and information for Bidders, clause No. 9, Cash Discounts, has been changed for purposes of this IFB; discounts will not be considered in making the award.

D. A unit price, and extended total line item price, is the responsibility of the Bidder and is required on the estimated quantities listed for each category requirement listed on the Bid Form.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
<table>
<thead>
<tr>
<th>Coverall Size</th>
<th>Estimated Quantity</th>
<th>Number of Units</th>
<th>Total Quantity Required</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small</td>
<td>15</td>
<td>11</td>
<td>165</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Medium</td>
<td>40</td>
<td>11</td>
<td>440</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Large</td>
<td>110</td>
<td>11</td>
<td>1210</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Xlarge</td>
<td>150</td>
<td>11</td>
<td>1650</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td><strong>315</strong></td>
<td><strong>44</strong></td>
<td><strong>3465</strong></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Coverall Size</th>
<th>Estimated Quantity</th>
<th>Number of Units</th>
<th>Total Quantity Required</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2XLarge</td>
<td>66</td>
<td>11</td>
<td>726</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3XLarge</td>
<td>30</td>
<td>11</td>
<td>330</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4XLarge</td>
<td>5</td>
<td>11</td>
<td>55</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5XLarge</td>
<td>5</td>
<td>11</td>
<td>55</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Cotton 2XL</td>
<td>3</td>
<td>11</td>
<td>33</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td><strong>109</strong></td>
<td><strong>55</strong></td>
<td><strong>1199</strong></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**COVERALL TOTALS for items 1 and 2**

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Quantity</td>
<td>424</td>
<td>99</td>
<td>4664</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Useful Life (each)**: # of Months

**Replacement Cost (each)**: $
## BID FORM

### MAINTENANCE COVERALLS, PANT/SHIRT UNIFORMS AND MISCELLANEOUS SHOP SUPPLIES

#### MEN'S SHIRTS AND PANTS

#### MEN'S PANTS

<table>
<thead>
<tr>
<th>Pant Waist Size</th>
<th>Estimated Quantity</th>
<th>Number of Units</th>
<th>Total Quantity Required</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>28 to 40</td>
<td>60</td>
<td>11</td>
<td>660</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>42 to 50</td>
<td>70</td>
<td>11</td>
<td>770</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>52 to 58</td>
<td>20</td>
<td>11</td>
<td>220</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>60 to 66</td>
<td>5</td>
<td>11</td>
<td>55</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Pant Totals</strong></td>
<td><strong>155</strong></td>
<td><strong>44</strong></td>
<td><strong>1705</strong></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Useful Life (each)**

<table>
<thead>
<tr>
<th># of Months</th>
<th>$</th>
</tr>
</thead>
</table>

**Replacement Cost (each)**

| $ |
## BID FORM
### MAINTENANCE COVERALLS, PANT/SHIRT UNIFORMS AND MISCELLANEOUS SHOP SUPPLIES

### MEN'S SHIRTS

<table>
<thead>
<tr>
<th>Shirt Size</th>
<th>Estimated Quantity</th>
<th>Number of Units</th>
<th>Total Quantity Required</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small</td>
<td>3</td>
<td>11</td>
<td>33</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Medium</td>
<td>5</td>
<td>11</td>
<td>55</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Large</td>
<td>20</td>
<td>11</td>
<td>220</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>XLarge</td>
<td>30</td>
<td>11</td>
<td>330</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Sub Total</td>
<td>58</td>
<td>44</td>
<td>638</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shirt Size</th>
<th>Estimated Quantity</th>
<th>Number of Units</th>
<th>Total Quantity Required</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2XLarge</td>
<td>40</td>
<td>11</td>
<td>440</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3XLarge</td>
<td>30</td>
<td>11</td>
<td>330</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4XLarge</td>
<td>15</td>
<td>11</td>
<td>165</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5XLarge</td>
<td>10</td>
<td>11</td>
<td>110</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Sub Total</td>
<td>95</td>
<td>44</td>
<td>1045</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shirt Total’s</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes
- Shirts having reflective tape requirement
- Useful Life (each) # of Months
- Replacement Cost (each) $
### BID FORM

#### MAINTENANCE COVERALLS, PANT/SHIRT UNIFORMS AND MISCELLANEOUS SHOP SUPPLIES

#### WOMEN'S SHIRTS AND PANTS

#### WOMEN'S PANTS

<table>
<thead>
<tr>
<th>Pant Size</th>
<th>Pant Size</th>
<th>Estimated Quantity</th>
<th>Number of Units</th>
<th>Total Quantity Required</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 to 16</td>
<td>20</td>
<td>220</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 to 20</td>
<td>5</td>
<td>55</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22 to 30</td>
<td>5</td>
<td>55</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pant Totals</strong></td>
<td><strong>30</strong></td>
<td><strong>330</strong></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Useful Life (each) | # of Months
Replacement Cost (each) | $

#### WOMEN'S SHIRTS

<table>
<thead>
<tr>
<th>Shirt Size</th>
<th>Estimated Quantity</th>
<th>Number of Units</th>
<th>Total Quantity Required</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small</td>
<td>5</td>
<td>55</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Medium</td>
<td>10</td>
<td>110</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Large</td>
<td>10</td>
<td>110</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Xlarge</td>
<td>5</td>
<td>55</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Shirt Totals</strong></td>
<td><strong>30</strong></td>
<td><strong>44</strong></td>
<td><strong>330</strong></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Useful Life (each) | # of Months
<table>
<thead>
<tr>
<th>Replacement Cost (each)</th>
<th></th>
<th></th>
<th></th>
<th>$</th>
</tr>
</thead>
</table>

# BID FORM
## MAINTENANCE COVERALLS, PANT/SHIRT UNIFORMS AND MISCELLANEOUS SHOP SUPPLIES

**COTTON UNIFORMS**

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Total Quantity Required</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Cotton Welding Uniforms 3 employees</td>
<td>11</td>
<td>33</td>
<td>$</td>
</tr>
</tbody>
</table>

**Useful Life (each)**

<table>
<thead>
<tr>
<th># of Months</th>
<th></th>
</tr>
</thead>
</table>

**Replacement Cost (each)**

<table>
<thead>
<tr>
<th>$</th>
<th></th>
</tr>
</thead>
</table>

Note: Provide number of units and total required information based on useful life of each uniform.

**IMPRINTED NAME TAGS**

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Name Tags are embroidered 4000 each</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Note: Item number 8 is an optional use item which may or may not be used at the discretion of the District.
<table>
<thead>
<tr>
<th>Size and Color</th>
<th>Total Quantity Required</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Replacement Cost (each)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 3'X 4'</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blueberry</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brown</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Quantity and Price</td>
<td>39</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Replacement Cost (each)</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>10 3'X10'</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blueberry</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brown</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total quantity</td>
<td>32</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Replacement Cost (each)</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>11 4'X6'</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blueberry</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brown</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total quantity</td>
<td>34</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Replacement Cost (each)</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
### BID FORM
#### MAINTENANCE COVERALLS, PANT/SHIRT UNIFORMS AND MISCELLANEOUS SHOP SUPPLIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Quantity Required</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Towels, CMF Print Shop</td>
<td>500 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement Cost (each)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 42” Dry Mops</td>
<td>20 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement Cost (each)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 36” Dry Mops</td>
<td>25 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement Cost (each)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 20” Dry Mops</td>
<td>20 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement Cost (each)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 Lockers: 6-bank with per person opening</td>
<td>81 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 Sewer and toxic waste surcharge</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Explain application of any surcharge for sewer or toxic waste and which line items are affected.
STATE OF CALIFORNIA  )SS
COUNTY OF ___________________________ )
___________________________________________, being first duly sworn, deposes and

says that he or she is ___________________________________________________

of ___________________________, (position or title)

___________________________________________

(the Contractor)

the party making the foregoing contract that the contract price is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Contractor, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by Contract, communication, or conference with anyone to fix the bid price of the Contractor or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or date relative thereto, or paid, and will not pay, any free to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: ______________________ By: ____________________________

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
The BIDDER is required to state like performance of work and services that has been done, with accompanying reference. This will enable the District to judge level of experience, skill and business standing and a Bidder's ability to conduct the work requirement as completely and as rapidly as required under the terms of the IFB.

All questions must be answered. Requested data must be given in a clear and comprehensive manner. Provide, in response to the appropriate section, the nature of the work performed, for whom, amount of contract, dates of work, and the name of representative for the project. If necessary, questions may be answered on separate attached sheets.

1. When organized?

2. If a Corporation, where incorporated?

4. How many years have contract services been performed under the current firm name?

5. Has the firm ever defaulted on a contract? 

6. If so, where and why?

7. How was it resolved?

8. Has the firm ever failed to complete any contract work? 

8. If so, where and why?

9. How was it resolved?

10. Any claims for labor code violations?

11. Provide a list the projects currently under contract including the contract value, the scheduled completion date, the contact person and their phone number.
Company Name: ________________________________
Street/Mailing Address: ________________________________
City/State/Zip Code: ________________________________
TAX I.D.: ________________________________

I. PRIME CONTRACTOR

☐ The Bidder/Proposer is a CalTrans certified DBE under the CalTrans Uniform Certification Program.
   Certification No. ___________ Expiration Date ________________

☐ The Bidder/Proposer has applied for DBE status through the CalTrans Uniform Certification Program.
   Application Date ________________ Status of application ________________

☐ The Bidder/Proposer is not a CalTrans certified DBE under the CalTrans Uniform Certification Program.

II. SUB-CONTRACTOR (if proposed in bid or proposal)

Attach a separate sheet for each sub-contractor to be used in the performance of services under the IFB specifying the sub-contractor DBE status as stated under section I listed above.

If not already registered, sub-contractors should access www.actransit.org, and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

Prime Contractor’s are requested to explain the DBE program and encourage sub contractors to apply for certification.

______________________________  ________________________________
Prime Signature                                 Date

______________________________________________
(Title/Position)
THIS CONTRACT is made and entered into this TBD day of ______________ 2005 by, and between ALAMEDA CONTRA COSTA TRANSIT DISTRICT (hereinafter referred to as “District”), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and ______________________________________________________ (hereinafter referred to as “CONTRACTOR”).

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK**

   CONTRACTOR shall furnish the District supply Uniform Rental and Laundry Cleaning Services in accordance with Invitation for Bid No. 2005-942 prepared and issued by the District dated TBD 2005.

2. **COMPONENT PARTS**

   This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of this agreement by reference:
   
   A. This Contract
   B. Invitation for Bid No. 2005-942
   C. Contractor proposal
   D. Contractor’s submitted Bid Form

3. **PERIOD OF PERFORMANCE**

   This is a five (5) year fixed price contract to provide Uniform Rental and Laundry Cleaning Services for seven (7) facilities located within the District.

4. **CONTRACT PRICE**

   A. The District agrees to pay the Contractor in accordance with the attached Bid Form for an annual value to the District of ________________ ($xx.xxx.00). This amount shall include the cost of services for all materials, delivery, labor, and all other costs necessary to perform services under the contract. The District and the CONTRACTOR must mutually agree upon any adjustments in payment. Monthly invoices should be submitted in accordance with item 6 of this contract.

   B. Price(s) quoted by Bidder shall be firm for the complete first year of the awarded five (5) year contract. Price changes, if any, for each subsequent contract year will be submitted to the Contract Specialist for approval sixty (60) calendar days prior to implementation. Price changes, if approved, may be decreased/increased in
accordance with the limits of the Procurement Price Index as published by the Bureau of Labor Statistics as of December of the previous year.

5. **NOTICES**

Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract.

**DISTRICT:**

Procurement and Materials Director  
10626 International Blvd.  
Oakland, California 94603

**CONTRACTOR**

6. **CONTRACT PAYMENT**

Contractor shall submit to the following, a monthly, original, and one duplicate, invoice for services.

AC Transit  
Attn: Materials Superintendent  
Materials Department  
10626 International Blvd.  
Oakland, CA 94603

A duplicate invoice will be provided to the appropriate Maintenance Superintendent receiving services.

**Invoices must be dated, specify the contract number, the location receiving services, unit cost and quantity breakdown and total invoice amount.**

7. **ATTORNEY’S FEES**

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.
8. **SEVERABILITY**

If any provision of the Contract is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

9. **BINDING EFFECT**

All of the terms, provisions and conditions of the Contract hereunder shall be binding upon and inure the parties hereto and their respective successors, assigns and legal representatives.

10. **ENTIRE AGREEMENT**

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT:

_______________________________ ______________________________
Rick Fernandez Date Name Date
General Manager Title

CONTRACTOR

_______________________________
Kenneth C. Scheidig Date
General Counsel, AC Transit

Approved as to Form: