

**INVITATION FOR BIDS**

**SIGN AND RETURN THIS PAGE  
INVITATION FOR BID NO.: 2005-936**

**AC TRANSIT DISTRICT  
Purchasing Department  
10626 International Blvd.  
Oakland, CA 94603**

**Date: September 21, 2005**

**TITLE: OFFICE SUPPLIES**

**BIDS WILL BE OPENED at  
10626 International Blvd.  
by 10:00 .AM. October 26, 2005**

Sign the proposal, put it in an envelope, and write the Contract Proposal number and Title on the outside. Sign and return this page. Retain Proposer's Duplicate copy for your files.

**DO NOT INCLUDE SALES OR EXCISE TAXES in proposal prices.**

**ALL PROPOSERS 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 \_\_\_\_\_

# GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

## 1. EXPLANATIONS, CLARIFICATIONS AND CHANGES

Bidders 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 the 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-responsive 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's 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 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 comply with 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 year thereafter, shall have an interest, direct or indirect, in this Contract or the proceeds thereof.

OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009  
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18. INTENT

This Invitation For Bid is for a three-year term Contract to supply AC Transit District with office supplies via a Direct Order Entry System (DOES) and related automated accounting services. The District chooses to order supplies on DOES, thereby eliminating the need for the District to maintain office supply inventories as may be required by the various District departments. The DOES will be accessible through the District's LAN/WAN and the Internet.

The Office supplies included under this procurement include such items as pens, pencils, binders, file folders, carbon paper, paper (small orders), clipboards, correction fluids, pads, scissors, stamp pads, tape, and all similar products approved by Purchasing Department. Excluded from the scope of this procurement are - rubber stamps, furniture items over \$250.00, typewriters, copiers, sound systems, radios, televisions, all of the District's fixed asset items, or any item specifically excluded by the Purchasing Department. (NOTE: There may be exceptions throughout the term of the contract where emergencies may arise and these fixed asset items may be purchased with the approval of the Purchasing Department).

**All bids must be submitted no later than 2:00 p.m., October 26, 2005, at the Purchasing and Materials Management Office, 19626 International Boulevard, Oakland, CA 94603.** Bids and other required forms may be copied and submitted as a separate package or may be left attached to this Invitation For Bid. Any Bid received after the prescribed time shall be rejected, regardless of whether or not Bids are opened exactly at the prescribed time.

Each bid must be submitted in a sealed envelope. The envelope must be clearly marked to show the bidder's name and the Contract name, without being opened, and be addressed in conformance with the instructions in Instructions to Bidders in the Invitation To Bid.

19. DEFINITIONS

Whenever in the bid or contract documents the following terms or pronouns in place of them or abbreviations are used, the intent and meaning shall be interpreted as follows:

"Contract Items" means those items listed in Appendix B.

"Non-Contracts Items" are those items exceeding \$250.00 each and may only be purchased by the Purchasing Department."

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“Catalog Items” are those items included in the bidders Catalog excluding the Contract Items.

“Market Basket” is the District’s pre-selected list of catalog items to be used to determine the bidders’ catalog pricing bid. See Special Condition 28.B.2 and Appendix C.

“Net Pricer” means the contractor’s discount price list for Catalog Items.

**20. BID FORM**

Blank spaces in the bid shall be properly filled. The phraseology of the bid must not be changed and no additions shall be made to the items mentioned therein. Alteration by erasure or interlineation must be explained or noted in the bid over the signature of the bidder. If the unit price and the total amount named by a bidder for any item do not agree, the unit price alone will be considered as representing the bidder’s intention. Any mathematical errors that appear on the face of the bid will be corrected by the District and the District will use the mathematically correct Total Bid Price to determine the lowest monetary bidder.

**21. ALTERNATIVE BID**

Submission of alternative bid or bids, except as specifically called for in the specifications or bid forms, will render the bid informal and may cause its rejection.

**22. NON-COLLUSION CERTIFICATION**

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 therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any bidder.

**23. 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, then the Contract so awarded shall be null and void and the Contractor shall be liable to the District for all loss or damage which the

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District may suffer thereby, and the Board of directors may advertise for a new contract for said labor, supplies, materials, or equipment.

**24. INTEREST OF DISTRICT PERSONNEL**

By submitting a bid, the bidder represents and warrants that neither the General Manager, nor any Director, officer, or employee of the District is in any manner interested directly or indirectly in the bid or in the Contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title 1 (commencing with Section 1090) of the Government Code of the State of California.

**25. DBE POLICY**

It is the policy of the District to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) 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 the DBE Program. In connection with this contract, the contractor will cooperate with the District in meeting these commitments and objectives.

**26. CONTRACT PERIOD**

This Contract will be for a period of three (3) years and will become effective from the date that the Purchasing Manager provides a written approval that the system is fully operational.

When the new Contractor is awarded the contract, **THE SUCCESSFUL CONTRACTOR WILL HAVE A MAXIMUM OF THIRTY (30) DAYS TO INSTALL A FULLY OPERATIONAL SYSTEM AND TRAIN APPROPRIATE DISTRICT STAFF IN ITS USE.**

**27. MINIMUM VENDOR REQUIREMENTS**

Bidders are required to review all terms, conditions, and specifications carefully. Submission of a bid constitutes bidder's acceptance of the IFB requirements and no exceptions or changes are permitted. Bidders should submit all the requested information with their bid. Bidders, who fail to submit information with their bid, or upon request, will be deemed non-responsive and their bids may be rejected.

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- A. Bidder will submit all information requested to document its ability to meet the following requirements:
1. Must be a stocking distributor of office supplies and must be regularly engaged in the sale of such supplies.
  2. Maintain and/or have access to a local (Bay Area) stock of approximately 12,000 or more items of stationery and office products required to meet District's needs.
  3. Must have successfully performed on at least three (3) similar sales contracts (minimum annual \$150,000 sales) in the last three (3) years.
  4. Bidder must have a system with the capabilities as outlined in this proposal "in operation", (See Technical Specification 1, System Contract Requirements) so that the District may view them "in place" and thus assess vendor's ability to meet bid requirements. The system must demonstrate the vendor's ability to provide, install, and support a Direct Order Entry System as fully outlined in Technical Specification 1. SYSTEM CONTRACT REQUIREMENTS and Technical Specification 2. SERVICE CONTRACT REQUIREMENTS.
  5. Must be able to provide competent sales representatives (field and inside customer service) who will be available to service District's account during normal working hours, Monday through Friday. Such representatives must be knowledgeable about the products offered for sale and able to identify and resolve quickly order and/or invoicing problems.
  6. Submit with this proposal:
    - a. Answer all questions stated in Appendix "A", and submit with all required supplements attached hereto to the satisfaction of the Purchasing Manager.
    - b. Two (2) copies of your own full line catalogs of approximately 12,000 items or more normally required by a large user, pictures of the items, catalog numbers, prices, and brand names.

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- c. Two (2) copies of the completed Appendix B – Bid Pricing Form For Contract Items.
- d. Two (2) copies of the completed Appendix C – Bid Pricing Form For Contract Items, Catalog Items, Second and Third Year Pricing.
- e. Two (2) copies of the contractor's Net Pricers for all catalog items.

**28. BID INFORMATION**

A. CONTRACT ITEMS (See Bid Sheet, Appendix B)

- 1. Universal brand-name products are listed on the bid sheet for the purpose of object price comparison. Items listed on the bid form are identified from previous records and usage from the last existing contract. The items reflect a six months usage of items bought. THE NUMBERS REFERENCED ON THE BID SHEETS MUST BE QUOTED (SEE APPENDIX B). SUBSTITUTIONS, ALTERNATES, HOUSE BRANDS WILL NOT BE ACCEPTED ON ITEMS THAT REFERENCE NO SUB ON THE BID SHEET.

If there is a discrepancy between the item description and the product number, the description shall govern.

- 2. ALTERNATE ITEMS OR HOUSE BRANDS WILL NOT BE ACCEPTED AS SUBSTITUTES FOR BID LISTED ITEMS DURING THE BIDDING PROCESS. IF ALTERNATE BRANDS, HOUSE BRANDS, OR ANY BRAND OTHER THAN SPECIFIED ARE OFFERED, BIDDER'S PROPOSAL WILL BE DISQUALIFIED AS NON-RESPONSIVE.
  - 3. Price stated on the Bid Sheet would be bidder's net price.
3. Contract prices will be firm for the first twelve (12) months of the contract, and firm for the second twelve (12) months and for the third twelve (12) months of the contract with adjustments allowed as described in Technical Specification 2.F. PRICING – CONTRACT ITEMS.

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**B. CATALOG ITEMS**

All catalog items (excluding items on Contract List) sold from bidders' catalog will be priced from bidder's "Net Pricer". ALL BIDDERS ARE TO INSURE THAT THE PRICES IN THE CATALOG ARE CURRENT OR INCLUDE A PRICE UPDATE TO REFLECT ANY PRICE INCREASE OR DECREASE FROM THE DATE OF CATALOG PUBLICATION.

1. The bidder will provide two (2) full-line catalogs and current "Net Pricers" with their bid.
2. Before the issuance of the IFB package, the District will select at random seventy-five (75) of the most commonly used universal name and/or brand name office products ("Market Basket") for evaluation of the catalog pricing. This list will not be available for bidder's review until after the closing of the bids.
3. Prices for the selected catalog items will be obtained from bidder's "Net Pricer", which must contain at least 90% (or 68 items) selected by the District for comparison, or bidder will be disqualified.
4. For the purpose of comparison, prices for those items that were not on the District's random list (acceptable bid required 10% or less) will be selected from the prices offered by the highest bidder.
5. NOTE: DURING THE BID EVALUATION PROCESS, IF PURCHASING FINDS THAT THERE ARE SUBSTANTIAL VARIANCES ON PRICES BETWEEN BIDS, BIDDER(S) MAY BE REQUIRED TO SUBMIT A MANUFACTURER'S INVOICE(S) OR OTHER ADDED DOCUMENTATION TO SUBSTANTIATE THE BID COST RELATIONSHIP TO PRODUCT. FAILURE TO SUBMIT THE MANUFACTURER'S INVOICES WHEN REQUESTED MAY BE CAUSE FOR REJECTION OF BID AS NON-RESPONSIVE.

**29. AWARD**

- A. Following receipt, review, and analysis of all bids, the District intends to Make an aggregate award of a term contract for all products and services required throughout the term of this contract, including, but not limited, to those products listed on Appendix B – Contract Items to the lowest responsive and responsible bidder whose bid complies with the requirements described and whose qualifications are satisfactory to the District.



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- B. The total prices of Catalog List Items for the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> year using Appendix C – Bid Pricing Form will be used to determine the lowest contract cost.

**30. AWARD CRITERIA**

- A. In the previous twelve (12) months, the District has purchased approximately \$170,000.00 in office supplies and related items. This amount is an estimate for bidder's use and does not mean that the District will purchase this amount in the future. The amount could be more or less, depending upon needs.
- B. The total estimated value of the contract items (See Appendix B) is forty percent (40%) of the total contract and the total estimated value of the Catalog items (Net Pricer Items) is sixty percent (60%) of the total contract. There will be a weight factor of 100 total points applied to the total value of the bid prices. Forty (40) points will be applied to the total of the contract items and sixty (60) points will be applied to the total of the catalog items.

The Award will be based on following factors:

1. Total Price, which shall be calculated as follows:

- a. Contract Items – First Year

Contract prices (extended total price of Contract Bid List Items, See Appendix B) for the first twelve (12) months,

PLUS (+)

- b. Contract Items – Second Year

The total price of Contract Bid List Items for the second twelve (12) month period will be calculated by applying the plus (+), minus (-), or "NO CHANGE" percentage increase/decrease as bid (see Appendix C) to the total base price for the first year.

PLUS (+)

- c. Contract Items – Third Year

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The total price of Contract Bid List items for the third twelve (12) month period will be calculated by applying the plus (+), minus (-), or "NO CHANGE" percentage increase/decrease as bid (see Appendix C) to the total base price for the first year.

MINUS (-)

- d. All cash prompt payment discounts (See General Condition #9).

PLUS (+)

- e. Catalog Items – First Year

Catalog prices (extended total price of Catalog "Market Basket" list items priced from NET PRICER) for the first twelve (12) months.

**NOTE:** PERCENTAGES WILL BE APPLIED TO THE SAME SELECTED "MARKET BASKET" ITEMS AS PER SPECIAL CONDITION 28.B.2.

PLUS (+),

- f. Catalog items –Second Year

The total price of the Catalog items for the second twelve (12) month period will be calculated by applying the plus (+), minus (-), or "NO CHANGE" percentage increase/decrease as bid (See Appendix C) to the total base price of the second twelve (12) months.

PLUS (+)

- g. Catalog Items – Third Year

The total price of the Catalog items for the third twelve (12) month period will be calculated by applying the plus (+), minus (-), or "NO CHANGE" percentage increase/decrease as bid (See Appendix C) to the total base price of the first twelve (12) months.

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LESS (-)

- h. All cash prompt payment discounts (See General Condition 9 CASH DISCOUNTS).
- i. Total Points for Contract and Catalog Items – 3 Years Price evaluation criteria based on a total of 100 points will be weighted when applied to the Contract Items total and the Catalog Items total as follows:

A high score of forty (40) points will be applied to the Net Price Total of the Contract Items for three (3) years (price total of contract items less all applicable cash discounts). The points will be evaluated as follows:

$$\text{Bidder's Point Score} = \frac{\text{Lowest Price}}{\text{Bidder's Price}} \quad \text{X40 Points}$$

A high score of sixty (60) points will be applied to the Net Price Total of the Catalog Items for three (3) years (price total of catalog items less all applicable cash discounts). The points will be evaluated as follows:

$$\text{Bidder's Point Score} = \frac{\text{Lowest Price}}{\text{Bidder's Price}} \quad \text{X60 Points}$$

The bidder's point scores for contract and catalog items will be added. The bidder with the highest total number of points for the Contract and Catalog Items will be considered the lowest bid price.

- 2. Capability of Direct Order Entry System and Services:
  - a. Comparison between District requirements and system offered (See Technical Specification 1. SYSTEM CONTRACT REQUIREMENTS).
  - b. Documented experience (See Special Condition 27 MINIMUM VENDOR REQUIREMENTS).
  - c. Reputation for service and reliability based on references from entities and/or contracts of similar size and scope as

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- the District. (See Technical Specification 1 SYSTEM CONTRACT REQUIREMENTS).
- d. Time required installing system (See Technical Specification 1.H. SYSTEM CONTRACT REQUIREMENTS).
3. Availability of Products through Full-Line Catalog:
- a. Catalog Presentation (See Special Condition #27.A.6b)
  - b. Number of catalog items inventoried (See Special Condition #27.A.2.)
  - c. Product Availability Order Fill Rate (See Technical Specification #2.D.)
  - d. Order Turn-Around Time (See Technical Specification #2.C.3.)
4. Warehouse/Distribution Center Facilities and Location:
- a. Site Inspections
  - b. Service – Delivery Time
  - c. Location
  - d. Back-up Facilities
  - e. Financial Status Report (See Condition #35)
  - f. Contractor Delivery System (No Common Carriers)
- C. Bidder's inability to respond to any bid requirements may disqualify bidder from further consideration.

**31. BIDDER'S CONFERENCE**

A Bidder's Conference will be held on Wednesday, October 12, 2005, at 10626 International Blvd., Oakland, Ca., at 1:00 p.m. to address any questions bidders may have regarding this Contract Proposal.

Bidders may submit or fax questions to the Purchasing Department prior to the bidder's Conference. Questions may be mailed or faxed to:

La Marta Bryant  
Purchasing Department  
10626 International Blvd.  
Oakland, Ca. 94603  
Tel. No. (510) 577-8820  
Fax No. (510) 577-8839

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Written changes to this package will be provided to all bidders attending this conference. Only written clarifications or modifications will be binding upon the District.

**32. WAIVER**

- A. 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 in the specifications; that it has checked its bid for errors and omissions; that the prices stated in its bid are correct and are intended as a complete and correct statement of the prices for performing the work and furnishing the supplies, materials, or equipment required by the IFB.
- B. The omission by either party at any time to enforce any right reserved to it, or to require performance of any other terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**33. BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any state relating to insolvency or the protection of rights of creditors, then at the option of the other party, this contract shall be terminated and be of no further force and effect, and any property or rights or such other party, tangible or intangible, shall forthwith be returned to it.

**34. INSURANCE**

Vendor's attention is directed to the insurance requirements below. It is strongly recommended that vendors confer with their respective insurance carriers and/or brokers to determine in advance of bid submission the availability of insurance Certificates and Endorsements as prescribed and provided herein. If a vendor fails to comply strictly with the insurance requirements, that vendor may be disqualified from award of the contract. Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the provision of services, goods and/or supplies hereunder by the vendor, vendor's agents, representatives, employees, or subcontractors. The

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District reserves the right to alter, amend, increase, or otherwise modify the insurance requirements stated herein.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. General Liability: Equal to Insurance Service Office Commercial General Liability Occurrence Form CG 0001. Limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automotive Liability: Equal to Insurance Service Office Business Auto Form C0001 (01/87) covering Automobile Liability Code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employers Liability Insurance. Employer's Liability limits of no less than \$1,000,000 per accident for bodily injury or disease.

**B. Minimum Limits of Insurance**

Vendor 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. Auto Liability - \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's 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. Deductibles 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:

**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009**  
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1. Require the insurer to reduce or eliminate such deductible or 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, and 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
  - a. The District, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor. 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 vendor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the vendor'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 officers, officials, employees, or volunteers.
  - d. The vendor'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.
3. Worker's Compensation and Employer's Liability – The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees, and volunteers for losses arising from work performed by the bidder for the District.

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**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009**  
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3. All Coverages
  - a. Each policy required shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits excepted after 30 days prior written notice by certified mail, return receipt requested, has been given to the District.
  - b. Each policy is to be on an "Occurrence" form. "Claims-Made" form requires prior approval by the District as well as bidder 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 having a current A.M. Best & Co. Rating of no less than "A-VII."
5. Verification of Coverage's – Vendor shall furnish the District with appropriate Certificates of Insurance and with original Endorsements effecting coverage's 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 on forms approved by the District. All required Certificates and Endorsements be 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, vendor 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 bidder under this agreement, including, but not limited to, the provisions concerning indemnification.



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**SPECIAL CONDITIONS**

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- 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 agreement, and result in action by the District to withhold payment and/or terminate the agreement.

**35. CAPABILITY AND RESOURCES**

Bidder shall provide information to show that the bidder has suitable resources available to ensure satisfactory compliance with contractual requirements. Information required includes reference to financial capability/stability. To satisfy this requirement, bidder, upon request, may be required to submit a current Corporate Annual Report, a certified financial statement of its parent company, Dunn and Bradstreet rating, a shareholder statement (if available), and a list of ongoing offering under this proposal. Failure to submit these reports upon request - may result in rejection of bid.

**36. SUB-CONTRACTING**

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by written instrument executed and approved in the same manner as this Agreement. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

**37. AUDIT AND INSPECTION OF RECORDS**

Contractor agrees to maintain and make available to the District during business hours accurate books and accounting records relative to its activities under this contract. Contractor will permit District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials covered by this contract, whether funded in whole or in part under this contract. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this contract or until after final audit has been resolved, whichever is later.

**38. PROTESTS PROCEDURES**

- A. Protests based upon restrictive specifications or alleged improprieties in the bidding procedure shall be filed, in writing, with the Purchasing and Materials

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SPECIAL CONDITIONS**

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Manager, ten (10) days prior to the bid opening date. The protest must clearly specify the grounds and evidence on which the protest is based.

**B. Protest after 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.

**C. Copies of the District's Procurement Protest Procedures should be obtained From the District's Purchasing and Materials Manager. 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 BID PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

Further information may be obtained from La Marta Bryant, Sr. Buyer, (510) 577-8820.

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OFFICE SUPPLIES

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TECHNICAL SPECIFICATION

1. SYSTEM CONTRACT REQUIREMENTS

- A. The system must provide an on-line communication that connects with the contractor's computer system and AC Transit's requestors through the Internet.
- B. The system must cross-reference AC Transit's In-house number, where applicable, with the manufacturers part number.
- C. The system must be capable of providing a hard copy of the summary billing (see Billing instructions pages 25 and 26) by District Org Code and account codes. The District's Org Code is a four (4) digit code, which represents the account number to which the District charges departments for purchases. These org account codes must be "FIXED" in contractor's computer to eliminate free form errors. By "FIXED FORM", the system will only accept codes provided by the Controller.
- D. The System must provide a monthly report, to be monitored by the District's Purchasing Department for the Accounts Payable Department at AC Transit.
- E. The contractor must develop, implement, and maintain a database for the cross-referencing of departmental Org Codes (cost centers) to the "deliver to" address.
- F. The installed system must be capable of providing on demand hard copies of outstanding orders/back-ordered items by departmental Org Codes in both summary and detail formats.
- G. The contractor must supply "user friendly" data input screens which shall include but are not limited to:

1. ORDER ENTRY

- a. Confirmation of delivery address BEFORE entry
- b. Ability to accept special delivery instructions
- c. Ability to prohibit items from order entry
- d. Confirmation of order acceptance by giving order number and total dollar amount
- e. On-line verification of delivery
- f. Status of outstanding orders and back-orders

OFFICE SUPPLIES

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TECHNICAL SPECIFICATION

- g. Printout "entered orders" in purchase order format, referencing vendor invoice number, net pricing, contract pricing, and the purchase order number, etc.
  - h. Check shipping information, i.e., ship to location, invoice date, method of shipment, and purchase order number
  - i. On non-contract items, system shall not permit any line item with a unit cost that exceeds \$250.00 to be entered into the system
  - j. System shall not permit any order of non-contract items that dollar extension exceeds \$1,000.00 to be entered into the system
2. ITEM INQUIRY
- a. Ability to display stock status
  - b. Item description
  - c. Pricing – both contract and net pricing
  - d. Display of available date for all back-ordered merchandise
3. ACCOUNT INFORMATION
- a. Ability to display account activity on site for minimum two (2) weeks to a month
  - b. Ability to display credit activity on site for minimum two (2) weeks to a month
  - c. Ability to print actual orders placed on site for minimum three (3) months
  - d. Ability to track purchases by department on the on-site entry system
  - e. Ability to update org codes and account codes on site as well as by vendor
  - f. Ability to print out a list of all contract items on site
  - g. Ability to limit daily and annual purchase amounts by Org Code
  - h. Ability to change daily limits (authorized personnel)
- H. The system must be fully operational within thirty (30) days after the award of the contract. Failure to install and have system fully operational within thirty days after award of the contract may result in cancellation of contract.

OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009

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TECHNICAL SPECIFICATION

**2. SERVICE CONTRACT REQUIREMENTS**

**A. DIRECT ORDER ENTRY SYSTEM (DOES)**

District requires the contractor to provide access to their Internet Web site when placing orders. Services shall include at a minimum:

1. Special and Non-Catalog Item Selection
2. Provide Direct Order Entry training for District employees

**B. PLACING ORDERS**

1. The contractor shall provide and deliver the following catalogs to requesting departments at no cost to the District:
  - a. Approximately 75 contractor's current standard catalogs to all District departments as required.
  - b. Contractor's current "Net Pricer" list (i.e., price book based on actual costs and including all manufacturers' discounts, rebates, etc.) are prices the District departments will pay for all non-contract catalog items. The Purchasing Department may provide the contractor's net pricing information for catalog items to selected District departments, as the Purchasing Department deems necessary.
2. Orders will be transmitted to the contractor via the DOES, and under rare circumstances, via telephone, sales representative, courier, or U.S. Mail. The use of DOES does not preclude the District from ordering contract items and catalog items by means of a Purchase Order.
3. Non-contract items priced for more than \$250.00 per single line item may be ordered through DOES or using a Purchase Order by the Purchasing Department. Purchase orders will be mailed or faxed directly to the contractor or given to the sales representative.
4. Orders CANNOT be placed directly by telephone to contractor by any District personnel unless approved by the Purchasing Department.

OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009

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TECHNICAL SPECIFICATION

5. The contractor will assign one or more “specific” Telephone Representatives to provide assistance. This individual(s) must have immediate access to and be able to provide:
  - a. Order entry capability upon approval of the Purchasing Department.
  - b. Contractor’s inventory levels of contract and catalog merchandise.
  - c. The status of orders that have been entered into the system but not yet shipped.
  - d. The status of back ordered merchandise.
  - e. Shipping information, i.e., shipping location, invoice date, method of shipment, invoice number, release number and packing slip number.
  - f. “Net pricing” for both contract and catalog merchandise.
  - g. Must designate in writing, the name(s) of individual(s), telephone number(s), extension(s), and any changes.
  - h. Additionally, a “backup” Telephone Representative(s) will be provided who is specifically trained in doing business with AC Transit District.
  
6. The District intends to place orders of a minimum of \$100.00

C. DELIVERY

1. All deliveries will be FOB DESTINATION. The only exception for freight charges will be for “special orders” shipped directly from the manufacturer to the District with the approval of the Purchasing Manager. There are approximately seven (7) shipping locations throughout the AC Transit District, although each shipping location may have several delivery points.
  
2. Any order made through DOES for delivery to any location within AC Transit shall be delivered to the Department requesting the products. All deliveries will be separately marked and packaged.

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TECHNICAL SPECIFICATION

The District, at the District's option, may pick up orders at vendor's location.

3. Under general conditions, orders will be filled within twenty-four (24) hours when entered into the system by 4:00pm.
4. District's personnel will sign for the number of cartons at the time of delivery. Should errors occur, they will be handled as follows:
  - a. Shortages (less than \$50.00) on delivered merchandise will be shipped to the District departments at no charge. This will be monitored to prevent abuse.
  - b. Items ordered in error by the departments or delivered in error by the contractor, with prior approval, will be picked up by contractor and credit issued to the department.
5. Items not filled will not be placed on back order. The requestor must re-order at a later date.

Contractor must have a minimum of fill rate of 95%.

D. FILL REQUIREMENTS

Contractor's service level provided under this Agreement will be computed as follows:

1. Number of complete line items shipped divided by the number of line items ordered. The contractor will provide "documented data" providing the ability to meet service level requirements of a minimum level of ninety-five percent (95%). This fill rate report should be provided monthly in Quality Review reports. Recent documentation showing contractor's ability to meet the service level requirements MUST be provided upon request.
2. This contract may be terminated for contractor's failure to perform consistently in meeting the monthly 95% fill rate, 24 hour fill rate (see Technical Specification 2.C.3.), and/or the back order completion within ten (10) days (see Technical Specification 2.C.5.).

OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009

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TECHNICAL SPECIFICATION

E. RETURNS

1. Request for returned merchandise for AC Transit departments will be made by the requestor. The contractor will pick up returned items from the original delivered address.
2. Vendor should pick up all returned items within five (5) working days.
3. The contractor will absorb the costs of incorrectly delivered merchandise. No service charges or re-stocking charges for items returned as a result of damage, incorrect merchandise deliveries, or supply overages will be charged to the District departments.
4. Contract items ordered or delivered in error will be returned and the correct item reshipped at no additional charge to the District. Any change in cost of the item will be credited or debited as applicable. Special non-contract or non-stocking items ordered in error by the departments, might be subject to a restocking fee with the prior approval of Purchasing.
5. Credit memos will be processed within five (5) working days after receipt of returned merchandise.

F. PRICING – CONTRACT ITEMS (See Appendix C, Pages 1-3)

1. Pricing for CONTRACT ITEMS during the term of this agreement will be applied as follows:
  - a. Pricing will be firm for the first twelve (12) months of the contract. No price increases will be made; however, in the event of price decreases, the District shall receive the benefit of any and all price decreases during the term of this contract, i.e., manufacture rebates and special promotions.
  - b. For the twelve (12) months of the second year and the twelve (12) months of the third year of the contract, prices will be adjusted accordingly to the plus (+), minus (-), or “NO CHANGE” percentages as bid on the Bid Sheet (see Appendix D). The resulting adjusted prices will be firm for the second twelve (12) month period and for the third twelve (12) month period.



OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009

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TECHNICAL SPECIFICATION

2. The District does not contemplate frequent changes in the composition of the contract item list; however, the District reserves the option to add any non-contract item(s) due to high volume usage or replacing discontinued product(s) and delete any contract items to/from the list at any time during the term of this contract. The District further reserves the right to revise the list of contract items every twelve (12) months to assure that the list reflects the current usage patterns and trends. Prior to the changes, vendor will be required to solicit firm contract prices for a twelve (12) month period from manufacturers. If the District and contractor cannot agree upon the new contract prices, either party has the right to terminate this contract.

G. PRICING – NON CONTRACT ITEMS

Pricing for all NON-CONTRACT items will be determined as follows:

1. Pricing will be taken directly from the current “Net Pricer” which will be supplied to the District’s Purchasing Department, DOES, and other “designated” departments for its use.
2. Pricing will be firm for the first twelve (12) months of the contract. No price increases will be made, however, in the event of price decreases, the District shall receive the benefit of any and all price decreases during the term of this contract.
3. For the twelve (12) months of the second/third year period of the contract prices will be adjusted according to the plus (+), minus (-), or “NO CHANGE” percentages as bid on the Bid Sheet (see Appendix D). The resulting adjusted prices will be firm for the second twelve (12) and third twelve (12) month period.
4. The District reserves the option to competitively bid any non-contract items(s) at any time to assure the benefits of the best pricing to the District.

H. BILLING – ORG CODES/ACCOUNT CODES

1. Frequency: Due to the unique billing procedures under this bid, the District expects to promptly pay invoices. The District will be invoiced semi-monthly. The District expects to make two (2) payments per month. Prompt payment will be made when invoices are submitted as follows.

OFFICE SUPPLIES

**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009**

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**TECHNICAL SPECIFICATION**

- a. One (1) billing package will be sent for purchases for the 1<sup>st</sup>-14<sup>th</sup> days of the month. Another billing package will be sent for the 15<sup>th</sup>-31<sup>st</sup> days of the month. The current billing package and electronic file is now done each week.
  - b. Each billing package must be received by the AC Transit District within three (3) working days. Discount period will begin from date of package receipt.
  - c. All invoices for the AC Transit District will be sent to:  
  
P.O. BOX 28507, Oakland, Ca. 94604  
Accounts Payable
5. All invoices must be in a format acceptable to AC Transit District as follows:
- a. All packing list must accompany every order with the cost center (org code) information and details showing itemized purchases by department.
  - b. The original packing list should be enclosed in each order and match proofs of delivery; electronic file of invoice (with cost center) list.
  - c. Each week, a billing package that includes a summary sheet, and original invoices stapled with proof of delivery is sent to Accounts Payable via courier (i.e. DHL.)
  - d. Each week, an Excel file of invoice list is sent to Accounts Payable via email, which must include the invoice number, invoice date; cost center, merchandise amount, tax and invoice total.
  - e. Bidder MUST submit sample(s) of billing package with bid. Failure to comply may result in rejection of bid.
  - f. Only items that have been delivered may be invoiced. Back ordered items might not be invoiced until they are delivered.

**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009**

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**TECHNICAL SPECIFICATION**

I. USAGE REPORTS

1. Expense Allocation Report. Furnish semi-monthly. This should be a part of the summary-billing package. It should be a listing of the "FIXED" org and account codes with the dollar amount spent within the billing cycle.
2. Product Analysis Report. Furnish quarterly a detailed purchase history of: products purchased by Org Code, by District department as well as on a consolidated basis and a quarterly report by decending dollar. This report also provides product usage for current quarter, year-to-date, and order frequency.
3. Quality Review (REPORT CARD). Furnish monthly a consolidated report of all departments showing the following:
  - a. order line fill rate on all warehouse items
  - b. order line fill rate on items from other locations
  - c. contract items fill rate
  - d. average days to ship orders
  - e. average days to ship back-orders
  - f. billing accuracy
  - g. total credit dollars
  - h. total numbers of returns
4. This report will also include a summary of service level statistics for all District departments. This will include the following:
  - a. Order fill rate for current month and year-to-date
  - b. Average days to ship initial stock orders
  - c. Purchases by month and year-to-date
  - d. Current year-to-date versus prior year-to-date percentage change
5. Recycled Product Analysis Report. Furnish quarterly a detailed purchase history of recycled products purchased by item number by the District. This report also provides product usage for current quarter, year-to-date and order frequency.

Failure to comply with the above requirements may result in termination of contract.

OFFICE SUPPLIES

A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009

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TECHNICAL SPECIFICATION

**3. ALTERNATE ITEMS**

- A. In addition, alternate brands or house brands may NOT be substituted during the first twelve (12) months of the contract period, EXCEPT that the Purchasing Manager reserves the right to make written authorizations for limited substitutions if it is in the District's best interest. The decision of the Purchasing Manager is final.
- B. At any time during the term of the contract, if contractor is found substituting products other than specified, without the prior written approval of the purchaser, contractor will receive a written warning to cease substitutions. Should contractor continue to substitute products after the first warning, the contract may be terminated.
- C. After the first twelve (12) months of the contract, contractor may offer an alternate brand(s) for contract items.
- D. Prior to the end of twelve (12) months and every twelve (12) months thereafter, contractor may offer alternate notice to the purchaser. Purchaser will have the right to accept or reject any or all alternate brands.

**4. RECYCLED MATERIAL**

It is the intent of AC Transit District to purchase products with recycled material as much as possible. On all the recycled paper products, these products should be made up of 50% virgin and 50% recycled material, which includes a minimum of 10% post-consumer waste paper.

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OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009

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APPENDIX A – BID FORM

FIRM NAME

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY, STATE, ZIP:

\_\_\_\_\_

CONTACT:

\_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

PHONE:

\_\_\_\_\_

FAX:

\_\_\_\_\_

DISCOUNT TERMS:

\_\_\_\_\_

PROMPT PAYMENT:

\_\_\_\_\_

CORPORATE PURCHASE CARD \_\_\_\_\_%

ELECTRONIC FUND TRANSFER \_\_\_\_\_%

In submitting this Bid, the bidder MUST respond to the following items:

1. Do you have the ability to provide, install, and support a Direct Order Entry System and back-up system exactly as outlined in Technical Specification 1. SYSTEM CONTRACT REQUIREMENTS, and Technical Specification 2. SERVICE CONTRACT REQUIREMENTS?

YES \_\_\_\_ NO \_\_\_\_

OFFICE SUPPLIES  
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APPENDIX A – BID FORM

If no, explain in detail how your proposed DOES would differ from District requirements. Be very specific in describing how those differences would not affect the requirements of this Bid and how the system offered would fully meet the requirements.

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(Attach additional information if needed, referencing specific area outlined).

2. Attach a sample of your proposed data input screen.
3. How many Direct Order Entry Systems has your company installed in the past four (4) years? \_\_\_\_\_
4. How many Direct Order Entry Systems are now operational with clients comparable in size and scope to the District? \_\_\_\_\_.
5. Supply references of three (3) largest clients presently using your full system and services. List the reference names, telephone numbers, and sales volume per year and Direct Order Entry System (DOES) capability.

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OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009

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APPENDIX A – BID FORM

6. Indicate which of the clients in Question #5 has a system in operation that meets the requirements of Special Conditions Paragraph 27 and Technical Specification 1. SYSTEM CONTRACT REQUIREMENTS.

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7. Will your firm meet conditions (See Special Condition No. 26 and Technical Specification 1. SYSTEM CONTRACT REQUIREMENTS) to set up system for test and be fully operational within thirty (30) days?

YES \_\_\_\_ NO \_\_\_\_

If no, how long would it take your firm to implement a system of this scope? Enclose specific action schedules/plans for time required to set up system for testing and time to have system fully operational.

8. Will you accept additional order entry sites or relocating sites as required by the District with no additional charge?

YES \_\_\_\_ NO \_\_\_\_

9. Does your system have the capability to "FIX" Org Codes as per and Technical Specification 1.C.

YES \_\_\_\_ NO \_\_\_\_

10. How would you change org codes? (sub-object, project work phase numbers)

11. What mechanism do you have to prevent certain capital items (or items above a limited \$ level) from being purchased?

12. Will Contractor comply with firm pricing on Contract and Non-Contract items as per and Technical Specification 2.F. and 2.G.

YES \_\_\_\_ NO \_\_\_\_

OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009

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APPENDIX A – BID FORM

13. Did Contractor bid on substitute items other than specified on Bid Sheet? Failure to bid the required items will result in rejection of Bid. See Special Condition No. 28, "Bid Information".

YES \_\_\_\_ NO \_\_\_\_

If yes, please list names. If no, please write none.

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14. Have you included two (2) of your current full-line catalogs and "Net Pricers" with this Bid?

YES \_\_\_\_ NO \_\_\_\_

15. How many items do you catalog and inventory that would be available for the District's requirements under this Bid?

CATALOG \_\_\_\_\_

INVENTORY \_\_\_\_\_

LOCATIONS \_\_\_\_\_

16. Will you supply all necessary catalogs to all District departments at no cost? (See Technical Specification 2.B.1.a).

YES \_\_\_\_ NO \_\_\_\_

17. State your merchandise delivery turnaround time from your receipt of order hours/days. \_\_\_\_\_

18. State location of the warehouse(s)/distribution center(s) that you would use to fill the District's orders:

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19. Will Contractor be using their fleet for deliveries?

YES \_\_\_\_ NO \_\_\_\_



OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009

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APPENDIX A – BID FORM

If yes, describe areas covered by your own fleet and the total number of trucks in your fleet.

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20. What is your fill rate? What method of reporting do you have to substantiate your fill rate?

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21. How do you handle back-orders? Describe procedure and submit a sample of back-order report.

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22. Will you comply with the credit/return policy as described in Technical Specification 2.E. Returns.

23. What methods would you provide, as a vendor, to assist in the auditing of your invoices? Provide samples and/or detailed information.

24. Did you submit sample of billing package as required Technical Specification 2.H. BILLING?

YES \_\_\_\_ NO \_\_\_\_

25. Describe the sorting options of your Usage Reports and how you would use them to manage the District. Enclose samples.

26. Do you offer payment discounts for:

a. Prompt payment? Yes \_\_\_\_ No \_\_\_\_

b. Credit card purchases? Yes \_\_\_\_ No \_\_\_\_

c. Electronic fund transfer payments? Yes \_\_\_\_ No \_\_\_\_

**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009**  
**APPENDIX B – BID PRICING FORM FOR CONTRACT ITEMS**

	DESCRIPTION	MFG. PART #	QTY	U/M	PRICE	TOTAL
1	BAND: RUBBER, 1 LB BAGS #33, 3.5"X 1/8"	#33	493	LBS		
2	BAND: RUBBER, 25 LB BAGS, #33, 3.5" X 1/8"	#33	92	BAG		
3	BATTERY: AA ALKALINE, 24 PK	RAYO815-24	13	PK		
4	BINDER: VIEW 2" ROUND BK	STRIDE 88031	40	EA		
5	BINDER: 1 1/2" WHITE, CLEAR VIEW	CV11-05WE	270	EA		
6	BINDER: 3" BLACK VIEW BINDER SLANTED	AV VS11-30 BK	22	EA		
7	BINDER: 3" GREEN WITH POCKETS	HOUSE BRND	52	EA		
8	BINDER: DATA, DBE	ACCO 54123	77	EA		
9	BINDER: DATA, DBE,	ACCO 54113	72	EA		
10	BOOK: STENO	AMPAD 25-473	34	EA		
11	CALCULATOR: BUSINESS, HP	HPF1902A	3	EA		
12	CARD: INDEX, 5" X 8" WH 100/PK	5" X 8"	72	PK		
13	CARTRIDGE: STYLE PHOTO 2000P, EPSON	TO15201	6	EA		
14	CARTRIDGE: DESKJET 850C, 855 MULTI	HP 51641A	8	EA		
15	CARTRIDGE: INK JET, TRI-COLOR	HP C6578AN	21	EA		
16	CARTRIDGE: INK JET, Z65/Z55 BK, LEXMARK	18L0032	7	EA		
17	CARTRIDGE: PRINT, BLK, DESKJET	HP 51626A	8	EA		
18	CARTRIDGE: PRINT, INK JET, TRICOLOR	HP C1823D	26	EA		
19	CARTRIDGE: TONER, LASER JET	HP C3909A	18	EA		
20	CARTRIDGE: TONER, LSR, 2100 SRS	HP C4096A	16	EA		
21	CARTRIDGE: INKJET, TRI-COL, 2/PK	HP C1823T	8	PK		
22	CARTRIDGE: #78 COLOR, INK JET	HPC6578DN	247	EA		
23	CARTRIDGE: INKJET, #14	HP C5011DN	12	EA		
24	CARTRIDGE: TONER, BLACK	HP Q2610A	11	EA		
25	CARTRIDGE: BROTHER	TN5000PF	6	EA		
26	CARTRIDGE: STYLE PHOTO 820, BLK, EPSON	TO26201	6	EA		
27	CASSETTES: 120 MINUTE	SONY 43132	84	EA		
28	CD: 10-24X CD, RW 25 PK, IMATATION	16885	6	PK		
29	CLAMP: #2	ACCO 72620	38	BX		
30	CLIP: BINDER, MED 12/BX	12/BX	87	BX		
31	CLIP: BINDER, SMALL 12/BX	ACCO 72020	53	BX		
32	CLIP: PAPER, #1 REG. 100 BX	#1	150	BX		
33	COVER: REPORT, READY CLIP, BK	ESSELT 52006	37	EA		
34	COVER: RPT, OXFORD 25 BX	ESSELT 55806	52	EA		
35	ENVELOPES: #10 WH	10 STANDARD	40	BX		
36	ENVELOPES: #24, , BLANK, WHITE 9" X 12"	#24 WHITE	35	BX		
37	ERASER: PENCIL, CAP 12/BAG	SANF 2512	41	PK		
38	FILE: POCKET, END TAB 3.5" EXP. ESSELT	H1526E-OX	162	EA		
39	FILE: JKT, LTR, 1.5", 50/BX	ESSELT23150	7	BX		
40	FILE: JKT, LTR, 1.5", 50/BX	ESSELT22150	11	BX		
41	FILE: POCKET	ESSELT 243	60	EA		
42	FILE: POCKET 3.5 EXP. LEGAL OX	ESSELT 1526E	4	BX		
43	FILE:: POCKET 3.5 EXP. LTR	SJP71101	100	EA		
44	FILM: 20 EXPO. TWIN PK, POLAROID	623960	8	PK		
45	FILM: CORRCTN, DISPSBL	GILLET 6604	52	EA		

**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009**  
**APPENDIX B – BID PRICING FORM FOR CONTRACT ITEMS**

	DESCRIPTION	MFG. PART #	QTY	U/M	PRICE	TOTAL
46	FOLDER: CLASSIF. LTR, 4 PART, BE	ESSELT 2614	55	BX		
47	FOLDER: CLASSIF. LTR, RED 10/BX, ESSELT	1257SC	70	EA		
48	FOLDER: CLASSIF., LTR SZ, BE, SJP	60403	146	EA		
49	FOLDER: 1/3 RD CUT, LTR, MANILA 100/BX	ESSELT 74520	10	BX		
50	FOLDER: ARCHIVAL, 1/3 RD, 100/BX, MONARC	14911	5	BX		
51	FOLDER: CLASSIF. LTR 6 PT GREY	ESSELT 2603	35	EA		
52	FOLDER: CLASSIF. LTR, BE, 10/BX	ESS1257BL	120	EA		
53	FOLDER: CLASSIF. LTR, CBT, SJP	12001	136	EA		
54	FOLDER: CLASSIF. LTR, LBE, 10/BX, ESSEL	1257LB	40	EA		
55	FOLDER: HANG. 1/5 CUT, 25/BX, BLU	ESSELT 81623	5	BX		
56	FOLDER: LEGAL 1/3 <sup>RD</sup> CUT, KRAFT	SMD2937	2	BX		
57	GLUE STICK: PERM 1.27 OZ	AVERY 196	40	EA		
58	HIGHLIGHTER:	FABERC 64327	36	EA		
59	HIGHLIGHTER: YELLOW	SANF25025	120	EA		
60	HIGHLIGHTER: FLUORESCENT, YELLOW	AVERY 24000	88	EA		
61	HIGHTLIGHTER: FLOU. YELLOW	FABERC 64324	36	EA		
62	HIGHTLIGHTER: YELLOW	FABERC 64326	106	EA		
63	HOT FILE,:HANGER SETS LEGAL	RUB 16783	10	EA		
64	HOT FILE,:HANGER SETS LTR.	RUB 16683	10	EA		
65	INDEX: COLOR	AVE C12135	60	SET		
66	LABEL:½ BLK/WHT	BRO TZS231	11	EA		
67	LABEL: CD/DVD, INKJET WHITE	AVERY 8942	10	PK		
68	LABEL: LASER, FLDR, WH 1" X 3"	AVERY 5366	11	BX		
69	LABEL: PRINTER, SHPING WH	AVERY 4153	20	BX		
70	LABEL:., ADDING	AVERY 5160	16	BX		
71	LIQUID PAPER, DRYLINE GRIP	06604	305	EA		
72	MARKER: BLACK, PERMANENT	SANF30001	128	EA		
73	MARKER: BLK, PERM.	SANF 13601	54	EA		
74	MARKER: SHARPIE, CHISEL PT. BLACK	SANF38201	48	EA		
75	MARKER: CHISEL PT, BLACK, LARGE	AVERY 8888	78	EA		
76	MARKER: PERM. SHARPIE	SANF.39100	36	EA		
77	MARKER: SHARPIE	SANF32001	48	EA		
78	MARKER: SHARPIE	SANF 33001	175	EA		
79	MARKER: SHARPIE BK	SANF32701	36	EA		
80	NOTEBOOK: 8" X 5" WIRE BOUND	AMPAD 25-400	41	EA		
81	NOTEBOOK: MEMO, 3" X 5" TOP	AMPAD25-093	39	EA		
82	ORGANIZER, FOLIO, RD, 13" X 9"	AVE TE11-RD	60	EA		
83	PAD: 8.5 X 11"	AMPAD 20-064	39	PD		
84	PAD: EASEL 2/PK	3M 559	7	PK		
85	PAD: NOTE, RULED, YW, 4" X 6"	3M 6609 YW	42	PD		
86	PAD: NOTE, YELLOW 3" X 3"	3M654-YW	81	PD		
87	PADS: POST IT YEL, 3 M, NO SUB	3M6559	500	PD		
88	PAPER: LASER, 28#, WHITE	8 ½ X 11"	320	RM		
89	PEN: ROLLER BALL, OXYX BK	BIC RN11BK	39	EA		
90	: ROLLER, ONYX BLUE	FABERC60145	100	EA		

**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009**  
**APPENDIX B – BID PRICING FORM FOR CONTRACT ITEMS**

	DESCRIPTION	MFG. PART #	QTY	U/M	PRICE	TOTAL
91	PEN, ROLLING, PRECISE V5, BLK	PILOT 35334	37	EA		
92	PEN: ROLLERBALL, ONYS	FABERC60143	63	EA		
93	PEN: BLACK, ROLLERBALL	FABERC 60041	72	EA		
94	PEN: BPT, MED. PT	BIC GSM11-BK	60	DZ		
95	PEN: BPT, RDDSTC, GRIP, FINE POINT, BK	BIC GSFG11BK	34	DZ		
96	PEN: MEDIUM PT, BLK	SANF. 87105	60	EA		
97	PEN: MEDIUM PT, RED, FLAIR	GILLET84201	70	EA		
98	PEN: ROLLER, BALL MED PT, BLK	PENTEL R100A	219	EA		
99	PEN: UNIBALL, GEL, RT, BK	SANF65870	188	EA		
100	PEN: UNIBALL, GEL, RT, BLUE	SANF65871	78	EA		
101	PEN: UNIBALL, GEL, RT, RD	SANF65872	158	EA		
102	PENCIL: #2	DIXON 13882	84	DZ		
103	PENCIL: MECHANICAL #2, 7MM	PENTEL AX17C	96	EA		
104	PEN:ROLLING, PRECISE, B5, BLUE	PILOT 35335	37	EA		
105	PORTFOLIO: 2 PKT, HG, 25/BX	ESSELT 57556	50	EA		
106	PORTFOLIO: 2 PKT, HG, 25/BX	ESSELT57556	50	BX		
107	RECORD BOOK:	ESSELT 66-300R	15	EA		
108	RUG PROTECTOR:	TNX 11309	10	EA		
109	RUG PROTECTOR: NO LIP	TNX 10222	10	EA		
110	SCISSORS: STRAIGHT 9"	ACME 101F9	30	EA		
111	SHEET PROTECTOR: LTR SZ 50/BX	AVY119ED-50	15	BX		
112	STAPLES: 210 STRIP, 5M/BOX	SWING35450	30	BX		
113	SURGE PROTECTOR: 7 OUTLETS, 6' CORD	FEL99014	5	EA		
114	TABLET: CANARY, LETTER SZ W/COVER	CLIMAX 8036	50	EA		
115	TAPE: 2", 4/PK	3M 3650-4	14	PK		
116	TAPE: MENDING, 3/4" X 1296"	3M6200-1296	128	RL		
117	TAPE: PT8000 LBR, BKWE	TX2511	17	EA		
118	TAPE: SEALING, CR, 48MM X 50M	3M3750-2CR	76	RL		
119	TAPE: VALUE PK, 3/4" 10/PK	3M 810-P10K	8	PK		
120	THREE HOLE PUNCH, NO SUB	ACCO 74020	24	EA		
121	TONER: CARTRIDGE, BROTHER	TN5000PF	6	EA		
122	TONER: FAX , BLK, SHARP	FO-47ND	12	EA		
123	TONER: PANASONIC, KX, KA, 83	HP92298A	10	EA		
124	TONER: PANASONIC, KX, KA, 83	KX-FA83	8	EA		
125	TRASH BASKET: RUBBERMAID	RUBMD 2957	5	EA		
126	TRAY: SIDE LOAD, STACKABLE SMOKE	ELD 16003	25	EA		
127	TRAY: SIDE LOAD, STACKABLE SMOKE	ELD 16023	50	EA		

**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009**

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**APPENDIX B-1**

**BIDDING INFORMATION**

BIDDER MUST BID ON ALL ITEMS AS SPECIFIED IN APPENDIX "B". NO ALTERNATE BRANDS, OR HOUSE BRANDS WILL BE ACCEPTABLE. FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION OF BID. SEE GENERAL CONDITION NO. 28, "BID INFORMATION", and CONTRACT ITEMS.

The price percentage adjustment for firm pricing for the second twelve (12) months and third twelve (12) months of the Contract are in Appendix C, pages 1-3. Bidder MUST bid a plus (+), minus (-), or "NO CHANGE" percentage on Appendix C which will be the price adjustments applied to the first twelve (12) month pricing for Contract and Catalog items.

In case of a discrepancy between the item description and the product number, the description shall govern.

OFFICE SUPPLIES

A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2009

**APPENDIX C – BID PRICING FORM FOR CONTRACT ITEMS, CATALOG ITEMS,  
SECOND AND THIRD YEAR PRICING**

CONTRACT ITEMS

**First Year Pricing**

A. TOTAL BASE PRICE FOR CONTRACT ITEMS FOR THE FIRST TWELVE (12) MONTHS

(Total figures from Appendix B) \$ \_\_\_\_\_

PLUS (+)

**Second Year Pricing**

PLUS (+) PERCENTAGE \_\_\_\_\_ %

or

MINUS (-) PERCENTAGE \_\_\_\_\_ %

or

NO CHANGE PERCENTAGE \_\_\_\_\_ %

B. TOTAL PRICE FOR CONTRACT ITEMS FOR THE SECOND TWELVE (12) MONTH PERIOD. THIS PRICE WILL BE CALCULATED BY APPLYING THE PLUS (+), MINUS (-), NO CHANGE PERCENTAGE TO THE TOTAL BASE PRICE OF THE FIRST TWELVE (12) MONTHS.

PLUS (+)

**Third Year Pricing**

PLUS (+) PERCENTAGE \_\_\_\_\_ %

or

MINUS (-) PERCENTAGE \_\_\_\_\_ %

or

NO CHANGE PERCENTAGE \_\_\_\_\_ %

C. TOTAL PRICE FOR CONTRACT ITEMS FOR THE THIRD TWELVE (12) MONTH PERIOD. THIS PRICE WILL BE CALCULATED BY APPLYING THE PLUS (+), MINUS (-), NO CHANGE PERCENTAGE TO THE TOTAL BASE PRICE FOR THE FIRST TWELVE (12) MONTHS.

\$ \_\_\_\_\_

TOTAL PRICES OF CONTRACT LIST ITEMS FOR 1<sup>ST</sup>, 2<sup>ND</sup> & 3<sup>RD</sup> YEAR:

OFFICE SUPPLIES

A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2009

**APPENDIX C – BID PRICING FORM FOR CONTRACT ITEMS, CATALOG ITEMS,  
SECOND AND THIRD YEAR PRICING**

(ADD TOTAL FROM A, B & C)

\$ \_\_\_\_\_

ALL PRICES AND NUMBERS WILL BE ROUNDED OFF TO THE NEAREST ONE HUNDREDTH. FOR EXAMPLE: \$24.935 will be rounded to \$24.94.

CATALOG ITEMS

NOTE: For purposes of the award evaluation, the price adjustments will be applied to the same seventy-five (75) catalog items (see Paragraph No. 28.B.).

**First Year Pricing**

D. TOTAL BASE PRICE FOR CATALOG ITEMS FOR THE FIRST TWELVE (12) MONTHS

\_\_\_\_\_ \$ SEE BELOW \_\_\_\_\_

PLUS (+)

PLUS (+) PERCENTAGE \_\_\_\_\_ %

or

MINUS (-) PERCENTAGE \_\_\_\_\_ %

or

NO CHANGE PERCENTAGE \_\_\_\_\_ %

**Second Year Pricing**

E. TOTAL PRICE FOR CATALOG ITEMS FOR THE SECOND TWELVE (12) MONTH PERIOD. THIS PRICE WILL BE CALCULATED BY APPLYING THE PLUS (+), MINUS (-), NO CHANGE PERCENTAGE TO THE TOTAL BASE PRICE OF THE FIRST TWELVE (12) MONTHS.

\_\_\_\_\_ \$ SEE BELOW \_\_\_\_\_

PLUS (+)

PLUS (+) PERCENTAGE \_\_\_\_\_ %

OR

OFFICE SUPPLIES

A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2009

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APPENDIX C – BID PRICING FORM FOR CONTRACT ITEMS, CATALOG ITEMS,  
SECOND AND THIRD YEAR PRICING

MINUS (-) PERCENTAGE \_\_\_\_\_%

OR NO CHANGE PERCENTAGE \_\_\_\_\_%

F. TOTAL PRICE FOR CATALOG ITEMS FOR THE THIRD TWELVE (12) MONTH PERIOD. THIS PRICE WILL BE CALCULATED BY APPLYING THE PLUS (+), MINUS (-), NO CHANGE PERCENTAGE TO THE TOTAL BASE PRICE OF THE FIRST TWELVE (12) MONTHS.

\$ SEE BELOW

TOTAL PRICES OF CATALOG LIST ITEMS FOR 1ST, 2ND, 3RD YEAR:  
(ADD TOTALS FOR D, E & F)

\$ SEE BELOW

**\*THESE FIGURES WILL BE CALCULATED BY THE PURCHASING DEPARTMENT DURING THE BID EVALUATION**



**OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2009**

**APPENDIX D - EXAMPLES  
PRICE ADJUSTMENTS FOR SECOND YEAR AND THIRD YEAR**

EXAMPLES OF PRICE CALCULATIONS

**BIDDER A:**

	<b>FIRST YEAR CONTRACT ITEMS</b>		<b>FIRST YEAR CATALOG ITEMS</b>
A.		E.	
TOTAL OF CONTRACT ITEMS:	\$300,000.00	TOTAL OF CATALOG ITEMS	\$200,000.00
<b>SECOND YEAR</b>		<b>SECOND YEAR</b>	
B.		F.	
PRICE ADJUSTMENT:	PLUS 5%	PRICE ADJUSTMENT:	PLUS 5%
(Add 5% to total of first year)	+\$15,000.00	(Add 5% to total of first year)	+10,000.00
PRICE TOTAL FOR SECONDYEAR	\$315,000.00	PRICE TOTAL FOR SECOND YEAR	\$210,000.00
<b>THIRD YEAR</b>		<b>THIRD YEAR</b>	
C.		G.	
PRICE ADJUSTMENT:	PLUS 3%	PRICE ADJUSTMENT:	PLUS 3%
(Add 3% to total of first year)	+\$9,000.	(Add 3% to total of first year)	+\$6,000.00
PRICE TOTAL FOR THIRD YEAR	\$309,000.00	PRICE TOTAL FOR THIRD YEAR	\$206,000.00
D.		H.	
TOTAL EVALUATION PRICE CONTRACT ITEMS FOR FIRST, SECOND AND THIRD YEAR (ADD A, B & C TOTALS)	\$924,000.00	TOTAL EVALUATED PRICE FOR CATALOG ITEMS FOR FIRST, SECOND AND THIRD YEAR: (ADD E, F & G TOTALS)	\$616,000.00

**OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2009**

**APPENDIX D - EXAMPLES  
PRICE ADJUSTMENTS FOR SECOND YEAR AND THIRD YEAR**

EXAMPLES OF PRICE CALCULATIONS

**BIDDER B:**

	<b>FIRST YEAR CONTRACT ITEMS</b>		<b>FIRST YEAR CATALOG ITEMS</b>
A.		E.	
TOTAL OF CONTRACT ITEMS:	\$250,000.00	TOTAL OF CATALOG ITEMS	\$300,000.00
<b>SECOND YEAR</b>		<b>SECOND YEAR</b>	
B.		F.	
PRICE ADJUSTMENT:	MINUS 8%	PRICE ADJUSTMENT:	MINUS 8%
(Delete 8% to total of first year)	-\$20,000.00	(Delete 8% to total of first year)	-\$24,000.00
PRICE TOTAL FOR SECOND YEAR	\$230,000.00	PRICE TOTAL FOR SECOND YEAR	\$276,000.00
<b>THIRD YEAR</b>		<b>THIRD YEAR</b>	
C.		G.	
PRICE ADJUSTMENT:	PLUS 5%	PRICE ADJUSTMENT:	PLUS 5%
(Add 3% to total of first year)	+\$12,500.	(Add 5% to total of first year)	+\$15,000.00
PRICE TOTAL FOR THIRD YEAR	\$262,500.00	PRICE TOTAL FOR THIRD YEAR	\$315,000.00
D.		H.	
TOTAL EVALUATION PRICE CONTRACT ITEMS FOR FIRST, SECOND AND THIRD YEAR (ADD A, B & C TOTALS)	\$742,500.00	TOTAL EVALUATED PRICE FOR CATALOG ITEMS FOR FIRST, SECOND AND THIRD YEAR: (ADD E, F & G TOTALS)	\$891,000.00

**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2009**

**APPENDIX D - EXAMPLES**  
**PRICE ADJUSTMENTS FOR SECOND YEAR AND THIRD YEAR**

EXAMPLES OF PRICE CALCULATIONS

**BIDDER C:**

	<b>FIRST YEAR CONTRACT ITEMS</b>		<b>FIRST YEAR CATALOG ITEMS</b>
A.		E.	
TOTAL OF CONTRACT ITEMS:	\$400,000.00	TOTAL OF CATALOG ITEMS	\$500,000.00
	<b>SECOND YEAR</b>		<b>SECOND YEAR</b>
B.		F.	
PRICE ADJUSTMENT:	NO CHANGE \$0.00	PRICE ADJUSTMENT:	NO CHANGE \$0.00
PRICE TOTAL FOR SECOND YEAR	\$400,000.00	PRICE TOTAL FOR SECOND YEAR	\$500,000.00
	<b>THIRD YEAR</b>		<b>THIRD YEAR</b>
C.		G.	
PRICE ADJUSTMENT: (Add 3% to total of first year)	PLUS 3% +\$12,000.00	PRICE ADJUSTMENT: (Add 3% to total of first year)	PLUS 3% +\$15,000.00
PRICE TOTAL FOR THIRD YEAR	\$412,000.00	PRICE TOTAL FOR THIRD YEAR	\$515,000.00
D.		H.	
TOTAL EVALUATION PRICE CONTRACT ITEMS FOR FIRST, SECOND AND THIRD YEAR (ADD A, B & C TOTALS)	\$1,212,000.00	TOTAL EVALUATED PRICE FOR CATALOG ITEMS FOR FIRST, SECOND AND THIRD YEAR: (ADD E, F & G TOTALS)	\$1,515,000.00

**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2009**

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**APPENDIX D - EXAMPLES**  
**PRICE ADJUSTMENTS FOR SECOND YEAR AND THIRD YEAR**

EXAMPLES OF PRICE CALCULATIONS FOR POINTS

A WEIGHT OF 40 POINTS WILL BE APPLIED TO EVERY BID FOR CONTRACT ITEMS. THE CALCULATION WILL BE MADE BY DIVIDING THE LOWEST OFFERED BID PRICE BY EACH BID, AND MULTIPLYING 40 POINTS TO THAT FIGURE TO ARRIVE AT THE WEIGHTED CALCULATED POINTS AS FOLLOWS:

$$\text{BIDDER'S SCORE} = \frac{\text{Lowest Bid Price}}{\text{Bidder's Price}} \times 40 \text{ Points}$$

CONTRACT ITEMS TOTALS FROM ALL BIDDERS  
(TOTAL OF ALL THREE YEARS)

BIDDER A: \$924,000.00

BIDDER B: \$742,500.00

BIDDER C: \$1,212,000.00

The low bidder for contract items is BIDDER B, \$724,500.00. This price will be divided by the other bid prices and multiplied by 40 points to determine bidder's point score.

$$\frac{\$742,500.00 \text{ (Bidder B)}}{\$924,000.00 \text{ (Bidder A)}} = 0.80 \times 40 \text{ points} = 32.00 \text{ points}$$

$$\frac{\$742,500.00 \text{ (Bidder B)}}{\$742,500.00 \text{ (Bidder B)}} = 1.0 \times 40 \text{ points} = 40.00 \text{ points}$$

$$\frac{\$742,500.00 \text{ (Bidder B)}}{\$1,212,000.00 \text{ (Bidder C)}} = 0.61 \times 40 \text{ points} = 24.40 \text{ points}$$

ALL NUMBERS HAVE BEEN ROUNDED OFF TO THE NEXT HIGHEST ONE-HUNDREDTH NUMBER.

For Example: 24.935 will be rounded to 24.94

**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2009**

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**APPENDIX D - EXAMPLES**  
**PRICE ADJUSTMENTS FOR SECOND YEAR AND THIRD YEAR**

EXAMPLES OF PRICE CALCULATIONS FOR POINTS

A WEIGHT OF 60 POINTS WILL BE APPLIED TO EVERY BID FOR CATALOG ITEMS THAT FIGURE TO ARRIVE AT THE WEIGHTED CALCULATED POINTS AS FOLLOWS:

$$\text{BIDDER'S SCORE} = \frac{\text{Lowest Bid Price}}{\text{Bidder's Price}} \times 60 \text{ Points}$$

CATALOG ITEMS TOTALS FROM ALL BIDDERS  
(TOTAL OF ALL THREE YEARS)

BIDDER A: \$616,000.00

BIDDER B: \$891,000.00

BIDDER C: \$1,515,000.00

The low bidder for catalog items is BIDDER A, \$616,000.00. This price will be divided by the other bid prices and multiplied by 60 points to determine bidder's point score.

$$\frac{\$616,000.00 \text{ (Bidder A)}}{\$616,000.00 \text{ (Bidder A)}} = 1.0 \times 60 \text{ points} = 60.00 \text{ points}$$

$$\frac{\$616,000.00 \text{ (Bidder A)}}{\$891,000.00 \text{ (Bidder B)}} = .69 \times 60 \text{ points} = 41.40 \text{ points}$$

$$\frac{\$616,000.00 \text{ (Bidder A)}}{\$1,515,000.00 \text{ (Bidder C)}} = .41 \times 60 \text{ points} = 24.60 \text{ points}$$

ALL NUMBERS HAVE BEEN ROUNDED OFF TO THE NEXT HIGHEST ONE-HUNDREDTH NUMBER.

For Example: 24.935 will be rounded to \$24.94

OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2009

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APPENDIX D - EXAMPLES  
PRICE ADJUSTMENTS FOR SECOND YEAR AND THIRD YEAR

EXAMPLES OF PRICE CALCULATIONS FOR POINTS

TOTAL SCORE POINTS FOR EACH BIDDER:

**BIDDER A:**

32.00 Points (Contract items)  
60.00 Points (Catalog items)  
92.00 TOTAL POINTS

**BIDDER B:**

40.00 Points (Contract items)  
41.40 Points (Catalog items)  
81.40 TOTAL POINTS

**BIDDER C:**

24.40 Points (Contract items)  
2460 Points (Catalog items)  
49.00 TOTAL POINTS

THE LOWEST BID PRICE IS BIDDER A WITH HIGHEST SCORE OF 91 POINTS

OFFICE SUPPLIES  
A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2009

APPENDIX E – EXAMPLE OF CONTRACT ITEMS AND CATALOG ITEMS EVALUATION SHEET

EXAMPLE – PRICE ADJUSTMENT FOR SECOND AND THIRD YEARS

Bidder:			
<b>FIRST YEAR</b>	<b>CONTRACT Items</b>		<b>CATALOG Items</b>
<b>Total of Contract Items:</b>	A \$	<b>D. Total of Catalog Items</b>	D \$

<b>Second Year</b>			
B. Price Adjustment: (Add __% to total of first year)	Plus _____%	E. Price Adjustment: (Add __% to total of first year)	Plus _____%
\$		\$	
<b>Price Total for Second Year</b>	B \$	<b>Price Total for Second Year</b>	E \$

<b>Third Year</b>			
C. Price Adjustment: (Add __% to total of first year)	Plus _____%	F. Price Adjustment: (Add __% to total of first year)	Plus _____%
\$		\$	
<b>Price Total for Third Year</b>	C \$		F \$

<b>Price Total for BID</b>			
Total Evaluated Price For Contract Items for First, Second, and Third Year: (Add A, B, & C Totals		Total Evaluated Price For Catalog Items for First, Second, and Third Year: (Add D, E, & F Totals	

**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009**

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**SAMPLE CONTRACT**

This CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between the Alameda-Contra Costa Transit District (herein referred to as "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and \_\_\_\_\_ (herein called "CONTRACTOR").

In consideration of the faithful performance of the terms and conditions set forth in the Agreement, the parties agree as follows:

**THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF WORK**

Contractor shall furnish the District office supplies via a Direct Order Entry System (DOES) and related automated accounting services as specified in and in full accordance with this Contract and perform all conditions as required with the Contract Documents approved by the District entitled:

**Office Supplies**  
**CONTRACT NO. 2005-936**

and which are appended hereto and made part of this Contract.

**2. TIME OF PERFORMANCE**

The Contractor shall furnish Office Supplies for the District offices for a period of three (3) years commencing Month, Day, Year, and shall perform all conditions as describe in the Contract Documents during said three (3) year period and two (2) option years.

**3. CONTRACT PRICE**

The Contractor shall supply all items in accordance with the pricing schedules submitted with the Contractor's Bid on Appendix B. These amounts shall include cost, delivery, insurance, overhead, profit and all the costs necessary to fulfill this Contract.

**4. COMPONENT PARTS OF AGREEMENT**

This Contract consists of the following documents, each of which is on file with the District, and is incorporated into and made a part of the Contract by reference.

- A. This Contract
- B. Invitation for Bid No. 2005-936



**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009**

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**SAMPLE CONTRACT**

C. Bid Pricing Form (Appendix B)

**5. NOTICES**

Any notices which may be required under this Agreement 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 to all parties hereto.

District: Alameda-Contra Costa Transit District  
Procurement and Materials Director  
10626 International Boulevard  
Oakland, California 94612

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. 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 agreement, the parties agree that the court having jurisdiction of such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

**7. BINDING EFFECT**

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

**8. SEVERABILITY**

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

**OFFICE SUPPLIES**  
**A THREE YEAR PERIOD FROM JANUARY 2, 2006 THROUGH JANUARY 2, 2009**

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SAMPLE CONTRACT

**9. 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 contracts.

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

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT.

FOR ALAMEDA-CONTRA COSTA TRANSIT:      FOR CONTRACTOR:

\_\_\_\_\_  
Rick Fernandez  
General Manager

Date \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)      Date \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Kenneth C. Scheidig  
General Counsel

Date \_\_\_\_\_