



COUNTY OF ALAMEDA

REQUEST FOR QUOTATION NO. 10135/CB/04

SPECIFICATIONS, TERMS & CONDITIONS for Laundry & Linen Services

NETWORKING/BIDDERS CONFERENCES

At

10:00a.m.

on

March 29, 2004

At

**Alameda County General Services Agency
1401 Lakeside Drive Conf. Rm. #1107
Oakland, CA 94612**

2:00p.m.

on

March 30, 2004

At

**Public Works Agency
951 Turner Court
Hayward, CA 94545**

RESPONSE DUE

by

2:00 p.m.

on

April 14, 2004

at

**Alameda County, GSA-Purchasing
1401 Lakeside Drive, Suite 907
Oakland, CA 94612**

COUNTY OF ALAMEDA
REQUEST FOR QUOTATION NO. 10135/CB/04
SPECIFICATIONS, TERMS & CONDITIONS

For
Laundry & Linen Services

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COUNTY OF ALAMEDA
REQUEST FOR QUOTATION NO. 10135/CB/04
SP25IFICATIONS, TERMS & CONDITIONS

For
Laundry & Linen Services
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ATTACHMENTS

- Exhibit A - Acknowledgement
- Exhibit B - Bid Form
- Exhibit C – Insurance Requirements
- Exhibit D1 – Current References
- Exhibit D2 – Former References
- Exhibit E – SLEB Certification Application Package
- Exhibit F – Small and Local Business Partnering Information
- Exhibit G – Request for Local and Small Local or Emerging Local Business Preference
- Exhibit H – First Source Agreement
- Exhibit I – Exceptions, Clarifications, Amendments
- Exhibit J – Standard Agreement Contract Draft
- Exhibit K – Intentionally Omitted
- Exhibit L - Intentionally Omitted
- Exhibit M – RFQ Vendor Bid List
- Exhibit N – Alameda County Fire Station Locations

I. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

ACFD	Shall refer to Alameda County Fire Department
Bid	Shall mean the bidders'/contractors' response to this Request
Bidder	Shall mean the specific person or entity responding to this RFQ
Board	Shall refer to the County of Alameda Board of Supervisors
COG	Shall refer to Customer Owned Goods
Contractor	When capitalized, shall refer to selected bidder that is awarded a contract
County	When capitalized, shall refer to the County of Alameda
Federal	Refers to United States Federal Government and its departments and/or agencies
FDPM	Shall refer to the Fire Department Program Manager
F.O.B	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)
IRS	Shall refers to Internal Revenue Service
OSHA	Refers to California Occupational Safety and Health Administrations
PO	Shall refer to Purchase Order(s)
Quotation	Shall mean bidder's response to this RFQ
Request for Quotation	Shall mean this document, which is the County of Alameda's request for contractors'/bidders' quotation to provide the goods and/or services being solicited herein. Also referred herein as RFQ
Response	Shall refer to bidder's quotation submitted in reply to RFQ
RFQ	Request for Quotation
SLEB	Small Local Emerging Business
State	Refers to State of California, its departments and/or agencies

II. STATEMENT OF WORK**A. INTENT**

The intent of this Request for Quotation (RFQ) is to describe the exchange linen and laundry services required by the Alameda County Fire Department (ACFD.)

B. SCOPE

The successful bidder(s) shall be able to provide for a wide range of linens and laundry services including but not limited to the pick-up and delivery of linens for the Alameda County Fire Departments seventeen (17) fire stations and approximately two hundred

ninety (290) firefighting personnel. Listed below is a sampling of the linen that shall be provided:

Bed Sheets	Blue Steam Towels
Bed Slips	Hotel Steam Towels
Pillow Slips	Automotive Fender Covers
Bath Mats	Rugs (3/4, 4/6 and 3/10 Slate)
Bath Towels	Mops
Dish Towels	Laundry Bags

C. SPECIFIC REQUIREMENTS

1. Pick up and delivery requirements for all seventeen (17) ACFD locations (reference Exhibit N) shall be as follows:
 - a. Contractor shall provide pick-up and delivery services seven (7) days per week, including all holidays.
 - b. Pick-ups and deliveries shall be made according to the schedule to be agreed upon between Contractor and ACFD. ACFD reserves the right to make adjustments to said schedule. Based upon the agreed-to delivery schedule, Contractor must effect delivery at each station no later than two (2) hours from the agreed schedule delivery time (Grace Period).
 - c. Contractor shall provide ACFD with the flexibility to add and/or subtract stations served at any time upon seven (7) days prior written notice.
2. Contractor shall retain ownership of all linens, laundry carts and other equipment used to transport both soiled and laundered linens.
3. Contractor shall be bonded by the State of California.
4. Contractor shall maintain a weekly inventory of ACFD linens at its facility at all times.
5. Contractor shall check e-mail daily for items communicated by FDPM and respond within twenty four (24) hours with comments, questions, and/or confirmation of orders.
6. ACFD shall contact Contractor by e-mail as needed to communicate the items to be delivered to each station and said items shall be delivered to the noted fire station within forty-eight (48) hours of order notification.

7. Services shall include, but not be limited to, spotting, laundering, disinfecting, pressing, mending, folding and packing of all inventoried items.

D. DELIVERABLES/REPORTS

The following reports and frequency of reporting may be amended from time to time by a representative from the ACFD. Reports shall include: item descriptions, quantities, and frequency of deliveries for each location. Reports and spreadsheets submitted shall be in Microsoft Excel Format, and also be capable of electronic transmission through e-mail.

1. Report Schedules:

- a. *Weekly* reports shall be due by Thursday of the following week.
- b. *Monthly* reports shall be due by the fifth (5th) working day of each month for the previous month's activity.
- c. *Quarterly* reports shall be due within ten (10) working days of the end of the quarter.
- d. *Annual* reports for the fiscal year ending June 30th shall be due by the fifth (5th) working day of July.

2. Report Types:

- a. *Daily Dirty Linen Pick-Up Report*- This report to be provided weekly, monthly and annually.
- b. *Daily Clean Linen Delivery Report* – This report to denote item and quantity to be provided weekly.
- c. *Master Order List Report* – This report contains daily delivery schedule for departments, items and quantities to be delivered by location.
- d. *Usage Report* – This report refers to Item Fill Quantity Report – This report is to be provided monthly.
- e. *Flow Rack Inventory* - shall refer to Linen at Contractors physical plant to fill orders. To include Contractor's notation when reorder point has been reached for items. This report shall be provided weekly.

- f. *Par Level Report* - denotes what items each station is receiving and the quantities received. This report shall be provided monthly.
- g. *Station Return Rate Report* - denotes quantities and items by station being returned. This report shall be provided monthly.
- h. *Utilization Report* - shall refer to reporting percentage of usage for each station such as what linens they are receiving and what linens they are sending out. This report shall be provided weekly.

III. INSTRUCTIONS TO BIDDERS

E. COUNTY CONTACTS

GSA-Purchasing is managing the competitive process for this project on behalf of the Alameda County Fire Department. All contact during the competitive process is to be through the GSA-Purchasing Department only.

Bidders shall not lobby ACFD during the evaluation process. Attempts by Bidder to influence ACFD may result in disqualification of Bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 12:00 noon on March 24, 2004 to:

Melbourne Go, Buyer
 Alameda County, GSA-Purchasing
 1401 Lakeside Drive, Suite 907
 Oakland, CA 94612
 E-Mail: Melbourne.Go@acgov.org
 FAX: 510-208-9626

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

F. CALENDAR OF EVENTS

Event	Date/Location
Request Issued	March 17, 2004
Written Questions Due	BY 12:00 noon on March 24, 2004

Networking/Bidders Conference	MARCH 29, 2004 AT 10:00AM	AT : GSA-Purchasing 1401 Lakeside Drive Conference Room #1107 Oakland, CA 94612
Networking/Bidders Conference	MARCH 30, 2004 AT 2:00PM	AT : Public Works Agency 951 Turner Court Hayward, CA 94568
Addendum Issued	April 1, 2004	
Response Due	BY 2:00 p.m. on April 14, 2004	
Board Letter Issued	April 23, 2004	
Board Award Date	May 11, 2004	
Contract Start Date	May 11, 2004	

Note: Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

G. NETWORKING/BIDDERS CONFERENCE

Networking/bidders conferences will be held to:

- Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop partnering relationships in order to participate in the contract(s) that may result from this RFQ.
- Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.
- Provide the County with an opportunity to receive feedback regarding the project and RFQ.

Written questions submitted prior to the networking/bidders conferences, in accordance with the Calendar of Events, and verbal questions received at the networking/bidders conferences, will be addressed whenever possible at the networking/bidders conferences. All questions will be addressed and the list of attendees will be included in an RFQ Addendum following the networking/bidders conferences in accordance with the Calendar of Events.

Potential bidders are strongly encouraged, but not required, to attend the networking/bidders conferences in order to further facilitate partnering relationships. Vendors who attend the networking/bidders conferences will be added to the Vendor Bid List (see Exhibit M).

Failure to participate in the networking/bidders conferences will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at the networking/bidders conference(s) is strongly encouraged and recommended but is not mandatory.

Networking/bidders conference(s), walk-through, site-visit will be held on:

<p>March 29, 2004 at 10:00 A.M. Alameda County, General Services Agency Conference Room No. 1107 1401 Lakeside Drive Oakland, CA 94612</p>	<p>March 30 2004 at 2:00 P.M. Alameda County, Public Works Agency 951 Turner Court Hayward, CA 94568</p>
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H. SUBMITTAL OF BIDS

1. All bids must be **SEALED** and must be received at the Office of the Purchasing Agent of Alameda County **BY** 2:00 p.m. on the due date specified above.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

2. Bids will be received only at the address shown above, and **by the time indicated**. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened
3. All bids, whether delivered by an employee of the bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Purchasing Department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.
4. Bids are to be addressed as follows:

Linen & Laundry Services
RFQ No. 10135/CB/04
Alameda County, GSA-Purchasing
1401 Lakeside Drive, Suite 907
Oakland, CA 94612

5. Bidders are to submit an original plus two (2) copies of their quotation. Original quotation is to be clearly marked and is to be either loose leaf or in a 3-ring binder, **not** bound.
6. Bidder's name and return address must also appear on the mailing package.
7. No telegraphic or facsimile bids will be considered.
8. Bidder agrees and acknowledges all RFQ specifications, terms and conditions and indicates ability to perform by submission of its bid.
9. Submitted bids shall be valid for a minimum period of one hundred twenty (120) days.
10. All costs required for the preparation and submission of a bid shall be borne by Bidder.
11. Only one bid response will be accepted from any one person, partnership, corporation, or other entity.
12. All information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Once the evaluation process has been completed, bid responses will be made available, upon proper request, for public inspection and/or copying. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
13. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

I. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete Bidder must provide all information requested.

J. RESPONSE CONTENT/SUBMITTALS

1. Bid responses must be signed in ink as set forth in this subsection. The signatures of all persons required under the applicable organizational documents in order to bind the Bidder must be on the bid response.
2. Bidders shall follow the requirements set forth below. Any material deviation from these requirements may be cause for rejection of the Quotation, as determined in the County's sole discretion. All items listed below are required to be submitted in each RFQ response. The content and sequence of each quotation shall be as follows:
3. Title Page: Show RFQ number and title, your company name and address, name of the contact person (for all matters regarding the RFQ response), telephone number and quotation date.
4. Table of Contents: Bid responses shall include a table of contents listing the individual sections of the Quotation and their corresponding page numbers. Tabs should separate each of the individual sections.
5. Cover Letter: Bid responses shall include a cover letter describing Bidder and include all of the following:
 - a. The official name of Bidder;
 - b. Bidder's organizational structure (e.g. corporation, partnership, limited liability company, etc.);
 - c. The jurisdiction in which Bidder is organized and the date of such organization;
 - d. The address of Bidder's headquarters, any local office involved in the bid Quotation; and the address/location where the actual production services will be performed.
 - e. Bidder's Federal Tax Identification Number;
 - f. The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFQ response, with authorization to make representations on behalf of and to bind Bidder;
 - g. A representation that Bidder is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFQ.

- h. An acceptance of all conditions and requirements contained in this RFQ.
6. Bidder's Qualifications and Experience

Provide a description of Bidder's capabilities pertaining to this RFQ. This description should not exceed five (5) pages and should include a detailed summary of Bidder's experience relative to RFQ requirements described herein, including references.

7. Financial Statements

Responses are to include Bidder's most recent Dun & Bradstreet Supplier Evaluation Report. A bidder's Dun & Bradstreet Supplier Evaluation Report must be ranked a six (6) or lower to be considered for contract award. For information on how to obtain a Supplier Evaluation Report, contact Dun & Bradstreet at 1-866-719-7158 or www.dnb.com.

8. Description of the Proposed Services:

Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder's and County personnel involved, and the number of hours scheduled for such personnel. The description shall include Bidder's policy with regard to the replacement of worn, tattered or torn linens required in performing linen maintenance services. Finally, the description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its response to this RFQ.

9. References, Exhibit D1 and D2 and other

- a. Bidders are to provide a list of five (5) current and five (5) former clients on Exhibit D1 and D2, attached hereto. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

b. Reference information is to include:

- Company/Agency name
- Contact person (name and title), contact person is to be someone directly involved with the services.

- Complete street address
 - Telephone number
 - Type of business
 - Dates of service
- c. The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

13. Bid Form, Exhibit B

Pricing for the procurement of goods and services by the County shall include all taxes, freight and all other costs, or credits, associated with the procurement and delivery to the County of Bidder's goods and services. Refer to the section entitled "PRICING" under the section designated "TERMS AND CONDITIONS" herein below.

14. Evidence of Insurance

Certificates of insurance are required per the attached Exhibit C from a reputable insurer evidencing all coverage required for the term of any contract that may be awarded pursuant to this RFQ.

15. Other required Submittals/Exhibits not included above that are required in the bid response:

- Exhibit A, Acknowledgement, signed.
- Exhibit E, SLEB Certification Application Package, completed, signed, required documentation attached (if applicable).
- Exhibit F, Small Local Emerging Business (SLEB) Partnering Information Sheet, completed and signed.
- Exhibit G, Request for Preference for Local Business and Small and Local or Emerging and Local Business, completed and signed (if applicable). If applicable, submit the following:
 - Copy of a verifiable business license, issued by the County of Alameda or a City within the County.
 - Proof of six (6) month business residency, identifying the name of the business and the local address: any previous contracts with the County, utility bills, and deed of trust or lease agreement.
- Exhibit H, First Source Agreement, completed and signed.

- Exhibit I, Exceptions, Clarifications and Amendments Form, completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits, particularly Exhibit J, Standard Agreement (The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).

K. NOTICE OF AWARD

1. At the conclusion of the RFQ response evaluation process (“Evaluation Process”), all bidders will be notified in writing of the contract award recommendation, if any, of GSA - Purchasing. The document providing this notification is the Notice of Award.
2. The Notice of Award will provide the following information:
 - The name of the bidder being recommended for contract award;
 - The names of all other bidders; and
 - In summary form, bid evaluation price for each bidder.
3. Debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid with the Buyer
4. Under no circumstances will any discussion be conducted in regards to contract negotiations with the successful bidder, etc.
5. Debriefing may include review of successful bidder’s quotation

L. BID PROTEST / APPEALS PROCESS

1. GSA-Purchasing prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project.
2. Any bid protest must be submitted in writing to the Deputy Director of GSA - Purchasing, 1401 Lakeside Drive, Suite 907, Oakland, CA 94612. The bid protest must be submitted before 5:00 p.m. of the fifth (5th) business day following the date of the Notice of Award.
 - a. The bid protest must contain a complete statement of the basis for the protest.
 - b. The protest must include the name, address and telephone number of the person representing the protesting party.

- c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest.
- d. The procedure and time limits are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid Protest.
- e. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, GSA-Purchasing, Deputy Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.

- 1) Responses will be issued and/or discussed at least five (5) days prior to Board hearing date.
- 2) Responses will inform the bidder whether or not the recommendation to the Board is going to change.

The decision of the Deputy Director, GSA-Purchasing may be appealed to the Director, GSA. All appeals to the Director, GSA shall be in writing and submitted within five (5) calendar days of notification of decision by the Deputy Director, GSA-Purchasing.

The decision of the Director, GSA is the final step of appeal process.

The Director, GSA and Deputy Director, GSA-Purchasing will determine if the Board letter should include (or be amended to include) a brief mention of the grounds of the protest/appeal and provide the recommended resolution, if the issue should be discussed with the Board of Supervisors, and/or if the Board item should be pulled.

- 1) The recommended protest/appeal solution will support the original recommendation for award.
- 2) If a protest/appeal has merit, the Board item will be pulled and steps taken to fix the problem.

- 3) County Counsel will be consulted at a minimum for any matters that are Agendized for Closed Session.

IV. TERMS AND CONDITIONS

M. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be thirty six (36) months.
2. By mutual agreement, any contract which may be awarded pursuant to this RFQ may be extended for additional terms at agreed prices with all other terms and conditions remaining the same.

N. QUANTITIES

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

O. PRICING

1. Prices quoted shall be firm for the term of any contract that may be awarded pursuant to this RFQ.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
5. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
6. The County has the right to decline to award this contract if it is determined that proposed pricing is not competitively priced with similar sized counties or non-county agencies within the State of California.
7. Price quotes shall include any and all payment incentives available to the County.

P. AWARD

1. The award will be made to the lowest responsible bidder who meets the requirements of these specifications, terms and conditions.
2. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.
4. The County reserves the right to award to a single or multiple contractors.
5. Board approval to award a contract is required.
6. An award letter will be sent to the successful contractor(s) prior to Board approval. A Standard Agreement contract must be signed following Board approval.
7. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Attached Exhibit J contains minimal Agreement boilerplate language only.
8. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and Bidder's Quotation, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

Q. METHOD OF ORDERING

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

R. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

S. LIQUIDATED DAMAGES

1. A deduction for liquidated damages of Two Hundred Dollars (\$200.00) per hour per fire station will be assessed for any deliveries not made according to the pick-up and delivery requirements agreed upon by the parties as set forth in Section II, Item C “Specific Requirements”, plus the two (2) hour Grace Period.
2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under any contract arising as a result of this RFQ.
3. In the event the Contractor’s performance and/or deliverable projects have been deemed unsatisfactory by a review committee, ACFD reserves the right to withhold future payments until the performance and or deliverable projects are deemed satisfactory.

T. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bid on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed

offices and having a street address within the County for at least six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFQ.

2. Small and Emerging Locally Owned Business: A small business for purposes of this RFQ is defined by the United States Small Business Administration as having no more than twelve million (\$12,000,000) in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County is one having annual gross receipts of less than one-half (1/2) of the above amount over the same period of time. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions, Application and Affidavit) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses the following provisions shall apply to this RFQ:

- a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.
- b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference **and** must partner, joint venture or subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder's total bid amount in order to be considered for the contract award. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging

local business must be maintained for the term of any contract resulting from this RFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a final account statement at the end of the contract to the County Business Outreach Officer.

The County reserves the right to waive these small/emerging local business participation requirements in this RFQ, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

3. First Source Program: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County's relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act requires that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Contractors awarded contracts for goods and services in excess of One Hundred Thousand Dollars (\$100,000) as a result of this RFQ are required to provide Alameda County with ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Contractor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Contractor will be pre-screened, qualified applicants based on Contractor's specifications. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Contractor.

Contractors participating in the First Source Program may be eligible for incentives, including but not limited to tax credits for employees hired, Enterprise Zone credits, and on the job training subsidy.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFQ. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

For additional information regarding the First Source Program requirements, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

4. Environmental Commitment: The County seeks to purchase products with the lowest overall environmental impact from manufacturing through end of life and to procure services that achieve this same objective. In addition to meet waste reduction requirements, the County seeks to purchase goods and services that reduce the total amount of solid waste generated and sent to landfill. To achieve this objective, environmental factors and product attributes are evaluated in the procurement process. Outlined below are specific aspects of the County's Resource Conservation & Recycling Program which Bidders must comply with.
 - a. Environmental Compliance

Manufacturers and service providers will be in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to their operation and business.
 - b. Recycled Content and Price Preference

To encourage the purchase of products containing recycled materials, a 10% price preference is applied to those products for the purposes of comparing bid pricing. The County seeks to maximize first the post-consumer recycled content and then the total recycled content of products purchased and/or used in providing services to the County. Certification of recycled content for recycled product bids is required.
 - c. Packaging and Product Take Back

The County strongly encourages vendors to minimize packaging in products it supplies and in materials used for services. In addition, the County strongly encourages the use of recycled and recyclable packaging materials. Once a product has reached its end of life, ideally the vendor will take back the product for reuse. Pallets and other significant packaging materials will be taken back by the vendor whenever possible.

d. Usage and Environmental Performance Reporting

The County requires regularly scheduled usage reporting from vendors for the purposes of tracking environmental purchasing performance. It is highly desirable for vendors to provide annual reporting on the environmental performance and attributes of their products and operations from manufacturing to end of life.

e. Persistent Bioaccumulative Toxins

In January 2002, Alameda County passed a resolution “to encourage the reduction and where feasible, the elimination of [persistent, bioaccumulative and toxic chemical] (PBT) emissions...” The United States Environmental Protection Agency has established a list of 12 priority PBTs including dioxins, PCBs, mercury and its compounds, lead and others. The most current list can be found at the EPA’s website at www.epa.gov/opptintr/pbt/. Additionally, PBTs are listed in the CCR in Section 66261.24.

It is the intent of these terms, specifications, and conditions to comply with the County's Resolution on PBTs by eliminating and reducing the procurement of products, and services which use products, which contain or cause the generation and release of PBTs into the environment during their manufacture, use, or destruction/disposal. Bidders should provide products that do not contain, use, or generate PBTs. If no alternatives materials are available, Bidders should notify the County in writing prior to providing such materials to the County or using these materials in providing services to the County.

f. Recycling and Energy Reduction

In order to reduce the County’s environmental impact of its operations, vendors are expected to implement recycling and energy reduction measures in their respective operations.

U. ACCOUNT MANAGER/SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding bidder’s response to this RFQ and any contract which may arise pursuant to this RFQ.
2. Contractor shall provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

3. Contractor account manager shall be familiar with County requirements and standards and work with the ACFD Program Manager to ensure that established standards are adhered to.
4. Contractor account manager shall keep the ACFD Program Manager informed of requests from departments as required.

V. GENERAL REQUIREMENTS

1. Bidder shall be regularly and continuously engaged in the business of providing industrial Linen & Laundry Services for at least five (5) years.
2. Proven record for maintaining highest standards for washing/care of all linen products
3. Proven track record in ability to meet designated delivery and pick-up schedules County wide.
4. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ.
5. Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
6. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.
7. Contractor personnel shall be easily identifiable as non-County employees (i.e. work uniforms, badges, etc.).
8. All work shall be performed in a professional manner according to generally accepted industry standards and manufacturers instructions.

COUNTY OF ALAMEDA EXHIBIT A – BID ACKNOWLEDGEMENT

**RFQ No. 10135/CB/04
for
Laundry & Linen Services**

The County of Alameda is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFQ number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

- 1. Preparation of bids:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFQ. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
- 2. Failure to bid:** If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
- 3. Taxes and freight charges:** (a) Unless otherwise required and specified in the RFQ, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
- 4. Award:** (a) Unless otherwise specified by the bidder or the RFQ gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFQ. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
- 5. Patent indemnity:** Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 6. Samples:** Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.
- 7. Rights and remedies of County for default:** (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- 8. Discounts:** (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFQ, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.
- 9. California Government Code Section 4552:** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
- 10. No guarantee or warranty:** The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFQ and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFQ and Bid Acknowledgement.

Firm:
Address:
State/Zip
What advertising source(s) made you aware of this RFQ?

By: _____ Date _____ Phone _____

Printed Name Signed Above: _____

Title: _____

EXHIBIT B

COUNTY OF ALAMEDA

RFQ No. 10135/CB/04

for

Laundry & Linen Services

BID FORM

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the County will pay, not to exceed the grand total lump sum cost.

Description	Size Specifications	Unit of Measure	Estimated Yearly Quantity	Year 1 Unit Cost (each)	Year 1 Extended Cost (unit cost x qty)	Year 2 Unit Cost (each)	Year 2 Extended Cost (unit cost x qty)	Year 3 Unit Cost (each)	Year 3 Extended Cost (unit cost x qty)
Bed Sheets (81-ID Green)" T-180 thread count; percale; 50% cotton/50% polyester	81" x 110	Each	7824						
Bed Slips (Green) thread count; percale; 50% cotton/50% polyester	42" x 36"	Each	3552						
Rug (3/4 Slate) Solution dyed; 100% nylon pile with nitrile rubber backing.	34" x 46"	Each	2928						
Rug (4/6 Slate) Solution dyed; 100% nylon pile with nitrile rubber backing.	45" x 58"	Each	384						
Rug (3/10 Slate) Solution dyed; 100% nylon pile with nitrile rubber backing.	34" x 119"	Each	912						
Bath Mats 100% terry cotton, 7 lb/dozen	20"x 30"	Each	3696						
Wash Cloths 100% terry cotton 1 lb/ dozen (White)	12" x 12"	Each	10896						

Exhibit B (continued)

Description	Size Specifications	Unit of Measure	Estimated Yearly Quantity	Year 1 Unit Cost (each)	Year 1 Extended Cost (unit cost x qty)	Year 2 Unit Cost (each)	Year 2 Extended Cost (unit cost x qty)	Year 3 Unit Cost (each)	Year 3 Extended Cost (unit cost x qty)
Bath Towels 86% terry cotton/ 14% polyester; 6.75 lbs/dozen (White)	22" x 44"	Each	59664						
Steam Towels (Blue)	15" x 25"	Each	13824						
Hotel Steam Towels		Each	16608						
Shop Towels Unbleached heavyweight towels (Green)	18" x 18"	Each	7968						
Fender Cover Poly-cotton; gray flannel	36" x 60"	Each	192						
Dish Towels 100% terry cotton; 2.35 lbs/dozen	36" x 24"	Each	21312						
Laundry Bag; bag with tapered bottom	29" x 38"	Each	2208						
Laundry Bag Rack		Each	12						
Mop 7 inch fringe 2/2 twist cotton yard with nylon back envelope with frame	24"	Each	1248						
Mop 7 inch fringe 2/2 twist cotton yard with nylon back envelope and frame	36"	Each	336						
Mop Handle		Each	12						
COG Bed Spreads		Each	96						
COG Cover (1521)		Each	672						
COG Coat (Blue)		Each	12						
(All Years)				Total Cost Yr.1		Total Cost Yr. 2		Total Cost Yr. 3	
GRAND TOTAL (all years)									

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract: GSA/Purchasing, 1401 Lakeside Drive, Suite 907, Oakland, CA 94612 With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	

EXHIBIT D-1
COUNTY OF ALAMEDA
RFQ No. 10135/CB/04
for

Laundry & Linen Services

CURRENT REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:

EXHIBIT D-2
COUNTY OF ALAMEDA
RFQ No. 10135/CB/04
for
Laundry & Linen Services
FORMER REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
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EXHIBIT E
COUNTY OF ALAMEDA
RFQ NO. 10135/CB/04
For
Laundry & Linen Services

SLEB CERTIFICATION/APPLICATION PACKAGE, Page 1 of 4



**COUNTY OF ALAMEDA SMALL, LOCAL AND EMERGING
BUSINESS CERTIFICATION INSTRUCTIONS**

Complete Exhibit E, page 2 and 3 of 4 as follows:

Section A:

Check Applicable Box(es):

- **Small Business** = *Federal Small Business Administration gross receipts limit by Standard Industry Classification Codes.*
- **Local Business** = *Business license issued by a city within Alameda County and the owner maintains a fixed office located in and having a street address within the county*
- **Emerging Business** = *One half of the Federal Small Business Administration gross receipts limit by Standard Industry Classification Codes.*

Section B:

Complete all areas. If one or more areas are not applicable, please indicate by "N/A."

Section C:

Please provide all information listed. If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. The gross receipts listed should reflect the average of gross receipts received for the last three tax years filed. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not completed been in business for a complete tax year, please provide actual gross receipts received to date.

Section D:

This information will assist us in entering your business in our SLEB database. You will be coded for all of your business activities and services. If you do not know your SIC codes, you may obtain them from the internet at www.sba.gov/regulations/siccodes/siccodes.html#divi.

Section E:

This section is mandatory. This information will be used to monitor contracting opportunities provided by Alameda County. Alameda County continues to provide equal opportunity to all individuals. The information collected will not be used to determine if an individual or business will receive a particular contract opportunity.

Section F:

You may seek recertification if your initial certification is less than 3 years. Please complete sections A, B, & E. Section C should be completed only if there are changes to information on your initial Application. You must sign and date your Renewal Application in order for your application to be considered.

The following items must be attached to the following Certification and Renewal Application form and included in the RFQ response:

- Copies of Signed Federal Tax Returns Showing Gross Business Receipts
- Copies of Business Licenses
- Copy of Current Identification i.e. Driver's License, Identification Card
- Copies of Deed, Rental or Lease Agreement Showing Business Address
- Copies of Last Three Completed Contracts and Quotations Including Name of Contact Person
- Personal Net Worth Statement if the business has not ever filed taxes
- Supporting Affidavit

In order for applications to be considered, it must be filled out completely. The Affidavit must be complete, notarized and attached to the Application. An Affidavit is not required for recertifications. If any item is not applicable please put "N/A" in the designated area. If additional space is needed, please attach additional sheet(s) and label the sections "A", "B", "C", "D" or "E" as indicated on the Certification Application. For additional information and/or assistance completing Exhibit E, contact Linda Moore, (510) 208-9717.

EXHIBIT E
COUNTY OF ALAMEDA
RFQ NO. 10135/CB/04
For
Laundry & Linen Services



SLEB CERTIFICATION/APPLICATION PACKAGE, Page 2 of 4

CERTIFICATION AND RENEWAL APPLICATION

Section A: Certification Type

Small Business Local Business Emerging Business Renewal (Complete Below)

Section B: Personal Information

Name: _____ * Business Name: _____ DBA (Circle one): Yes or No

Social Security Number: _____ - _____ - _____ *Employer Identification Number: _____ - _____

*Mailing Address: _____ *Business Address: _____

*Business Telephone: _____ Business Fax Number: _____ *E-mail address: _____

Section C: Business Information

*Business Type: Sole Proprietorship Partnership Corporation

Type of Service(s): _____ *No. (#) of Employees: _____

Percentage of Ownership (*If less than 51%, please list other owner's names and titles. Attach additional sheets if needed*):

How Long in Business: _____ How Long in Business at the Above Address: _____

Please List All Current Business and Professional Licenses:

License Type:	Date Issued/Expires:	Jurisdiction/Issuing Authority:
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Gross Business Receipts for Last Three Years (*If first year in business, please list gross receipts received to date*):

\$ _____ 20__ \$ _____ 20__ \$ _____ 19__

Section D: SIC and NAIC Codes Information

SIC Code(s)

NAICS Code(s)

_____	_____
_____	_____
_____	_____

EXHIBIT E
COUNTY OF ALAMEDA
RFQ NO. 10135/CB/04
For
Laundry & Linen Services

SLEB CERTIFICATION/APPLICATION PACKAGE, Page 3 of 4

CERTIFICATION AND RENEWAL APPLICATION, cont'd.

Section E: Statistical Information: Mandatory Section (This information is collected for demographic information only)

***Gender:** Male Female

***Ethnicity:**

- | | |
|---|--|
| <input type="checkbox"/> American Indian or Alaskan Native (>50%) | <input type="checkbox"/> Asian (>50%) |
| <input type="checkbox"/> Black or African American (>50%) | <input type="checkbox"/> Filipino (>50%) |
| <input type="checkbox"/> Hispanic or Latino (>50%) | <input type="checkbox"/> Native Hawaiian or other Pacific Islander >50%) |
| <input type="checkbox"/> White (>50%) | <input type="checkbox"/> Other (Please Specify) |

Section F: Renewal Information (Complete each item below if Certification is 3 years old or more)

Certification Number: _____

Date of Initial Certification: _____

First Renewal Granted: _____ Expiration _____

Second Renewal Granted: _____ Expiration _____

Gross Receipts for the First year: \$ _____

Gross Receipts for the Second year: \$ _____

Gross Receipts for the Third year: \$ _____

Please Attach Verification of Business Income (Copies of Federal Tax Return)

RENEWAL AFFIDAVIT

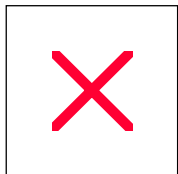
I declare, under penalty or perjury all of the foregoing statements are true and correct.

Affidavit for Renewal Date: _____

Second Renewal Date: _____

EXHIBIT E
COUNTY OF ALAMEDA
RFQ NO. 10135/CB/04
For
Laundry & Linen Services

SLEB CERTIFICATION/APPLICATION PACKAGE, Page 4 of 4



AFFIDAVIT

"The undersigned swears, under penalty of perjury, that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____

(Name of Firm)

as well as the ownership thereof.

The undersigned also states that he/she is properly authorized by

(Name of Firm)

to execute the affidavit. Further, the undersigned agrees to provide the County Of Alameda, current, complete and accurate information regarding: actual work performed on the project, any payment(s) made or received, any proposed changes to the activities of the above-referenced firm that affect the firm's eligibility under this program, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating appropriate legal action. The undersigned agrees that information provided may be shared with other governmental agencies."

Printed Name

Signature

Title

Date

NOTARY

The foregoing affidavit was subscribed and sworn to before me on this _____ day of _____, 20__

By

SEAL

Notary Public

Commission Expires

EXHIBIT F
SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

COUNTY OF ALAMEDA
RFQ No. 10135/CB/04
for
Laundry & Linen Services

In order to meet the small local emerging business (SLEB) requirements of this RFQ, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (per this RFQ County Provisions) are required to either partner, joint venture or subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, evidencing a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

Once a contract has been awarded, bidders will not be able to substitute the partner without prior written approval from the General Services Agency, Business Outreach Officer.

The General Services Agency, Business Outreach Officer will monitor the contract for compliance with the SLEB requirements.

BIDDER: _____	ADDRESS: _____
CONTACT: _____	PHONE: _____
	EMAIL: _____
 <input type="checkbox"/> is a SLEB.	
 <input type="checkbox"/> is not a SLEB and will partner, joint venture or subcontract _____% with the SLEB named below for the following service(s): _____	

SLEB Business Name: _____
Street Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____ E-mail: _____
Tax ID Number: _____
Principal Name: _____
SLEB Principal Signature: _____ (Date)

Bidder Signature: _____ (Date)

EXHIBIT G

ALAMEDA COUNTY

RFQ No. 10135/CB/04

for

Laundry & Linen Services

REQUEST FOR PREFERENCE

for

LOCAL BUSINESS

and

SMALL AND LOCAL OR EMERGING AND LOCAL BUSINESS

IF YOU WOULD LIKE TO REQUEST THE LOCAL BUSINESS, SMALL AND LOCAL BUSINESS, OR EMERGING AND LOCAL BUSINESS PREFERENCE COMPLETE THIS FORM AND RETURN IT WITH YOUR BID

A five-percent (5%) preference will be granted to Alameda County products or vendors on all sealed bids on contracts except with respect to those contracts which State law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the date upon which a request for sealed bids or quotations is issued; and which holds a valid business license issued by the County or a city with the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County.

In addition, a five percent (5%) preference, for a total bid preference of ten percent (10%), shall be granted (except as noted above) if the bidder is certified by the County as either a small and local or an emerging and local business. Check the appropriate (2 maximum) boxes and provide the requested information below.

Request for 5% local preference
 Request for 5% small and local preference **OR** Request for 5% emerging and local preference

Company Name: _____

Street Address: _____

Telephone Number: _____

Business License Number: _____

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT H
COUNTY OF ALAMEDA
RFQ No. 10135/CB/04
for
Laundry & Linen Services

ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT
VENDOR INFORMATION

ALCOLINK Vendor Number (if known): 00000

SLEB Vendor Number: _____

Full Legal Name: _____

DBA _____

Type of Entity: Individual Sole Proprietor Partnership
 Corporation Tax-Exempted Government or Trust

Check the boxes that apply:

Goods Only Goods & Services Rents/Leases Legal Services
 Rents/Leases paid to you as the agent Medical Services Non-Medical Services –

Describe _____

Other _____

Federal Tax ID Number (required): _____

P.O. Box/Street Address: _____

Vendor Contact's Name: _____

Vendor Contact's Telephone: _____ Fax: _____

Vendor Contact's E-mail address: _____

Please check all that apply:

- LOC Local Vendor (Holds business license within Alameda County)
- SML Small Business (as defined by Small Business Administration)
- I American Indian or Alaskan Native (>50%)
- A Asian (>50%)
- B Black or African American (>50%)
- F Filipino (>50%)
- H Hispanic or Latino (>50%)
- N Native Hawaiian or other Pacific Islander (>50%)
- W White (>50%)

Number of Entry Level Positions available through the life of the contract: _____

Number of other positions available through the life of the contract: _____

This information to be completed by County:

Contract # _____

Contract Amount: _____

Contract Term: _____

EXHIBIT H
COUNTY OF ALAMEDA
RFQ No. 10135/CB/04
for
Laundry & Linen Services

ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT
VENDOR INFORMATION

Vendor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

Alameda County (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.co.alameda.ca.us/gsa/sleb/vendor.shtml>)

(Vendor Signature)

(Date)

(Company Name)

(Alameda County Representatives Signature)

(Date)

EXHIBIT I

COUNTY OF ALAMEDA

RFQ No. 10135/CB/04

for

Laundry & Linen Services

Exceptions, Clarifications, Amendments

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and its exhibits, including Exhibit J, and submit with your bid response.

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

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Contractor:

EXHIBIT J- DRAFT

Contract No. _____

STANDARD AGREEMENT/PURCHASE ORDER

COUNTY OF ALAMEDA

SERVICES AGREEMENT

This Agreement, dated as of _____, 2004, is by and between the County of Alameda, hereinafter referred to as the "County", and _____, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain _____ services which are more fully described in Exhibit A hereto ("_____ Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain and employ Contractor to provide _____ Services, and Contractor accepts such employment, on the terms and conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements

The term of this Agreement shall be from _____ through _____

The compensation payable to Contractor hereunder shall not exceed (*dollar amount written out*) (\$ _____) for the term of this Agreement.

EXHIBIT J- DRAFT

Contract No. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
_Signature

Name: _____
(Printed)

Name: _____
_(Printed)

Title: PURCHASING AGENT

Title: _____

Date: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT J- DRAFT

Contract No. _____

ADDITIONAL PROVISIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums over to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death,

EXHIBIT J- DRAFT

Contract No. _____

or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - A. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failure to comply with such laws, ordinances, codes and regulations.
 - B. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
6. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
7. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

EXHIBIT J- DRAFT

Contract No. _____

8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
9. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection.

The County's rights under this Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.

10. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County

EXHIBIT J- DRAFT

Contract No. _____

that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County, will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 11 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement.

These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder

11. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

EXHIBIT J- DRAFT

Contract No. _____

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA

Attn.: _____

To Contractor:

Attn: _____

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
13. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - A. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - C. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - D. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment

EXHIBIT J- DRAFT

Contract No. _____

practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- D. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - E. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - F. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
14. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
15. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any

EXHIBIT J- DRAFT

Contract No. _____

pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

15. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
16. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
18. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its _____ Services shall not exceed \$ _____.
19. SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor shall subcontract with *company name (street address, city, state,; Principal, name)*, for services to be provided under this Agreement in an amount of at least twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Locally owned Business provision in Request For Proposal No. _____, pages _____, Section _____ paragraph B ("SLEB Requirements").
20. FIRST SOURCE PROGRAM: Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public, as provided in this Agreement and in accordance with the County's Request for Proposal No. _____, Specifications, Terms and Conditions and Exhibits (Ref. Section _____, paragraph C.).
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

EXHIBIT J- DRAFT

Contract No. _____

22. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
23. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
24. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
25. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
26. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
28. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

EXHIBIT J- DRAFT

Contract No. _____

- A. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - B. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - C. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
29. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 10), shall survive termination or expiration.
30. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
31. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- A. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise or settle the claim, and (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
 - B. If Contractor is obligated to defend County pursuant to this Section 34 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses incurred in relationship with County's defense and/or settlement of such proceeding.
 - C. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products;

EXHIBIT J- DRAFT

Contract No. _____

or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- D. Notwithstanding this Section 31, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

32. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF ADDITIONAL PROVISIONS]

EXHIBIT M

RFQ NO. 10135/CB/04

RFQ VENDOR BID LIST

Below is the Vendor Bid List for this project consisting of vendors who have responded to RFI No. 10135/CB/04, and/or been issued a copy of this RFQ. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business partnering relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program (described within this RFQ). For additional information regarding the SLEB Program, please visit our website at <http://www.acgov.org/gsa/sleb/> and/or contact Linda Moore, Business Outreach Officer, at Linda.Moore@acgov.org, or (510) 208-9717.

Potential bidders are strongly encouraged, but not required, to attend the Networking/Bidders Conferences in order to further facilitate partnering relationships. Vendors who attend the Networking/Bidders Conferences will be added to the Vendor Bid List. Please see the RFQ sections entitled 'Calendar of Events' and 'Networking/Bidders Conferences' for additional information. The Networking/Bidders Conferences scheduled for all current projects are posted on the GSA Calendar of Events website at <http://www.acgov.org/gsa/Calendar.jsp>. An RFQ Addendum will be issued to all vendors on the Vendor Bid List following the Networking/Bidders Conferences and will include contact information for each vendor attendee.

Business Name	Street Address	City	ST	Zip	Contact	Phone	Email Address
Steiner Corporation	3391 Lanatt St.	Sacramento	CA	95819	Jim Hammes	(916) 454-5545	jhammes@alsco.com
Sunwest Sales Company	30952 San Clemente St.	Hayward	CA	94544	Emma ShirBigge	(510) 324-8775	eshi@sunwest.com
Aramark Corp	P.O. Box 5034	Hayward	CA	94540	Luis Gutierrez	(510) 487-1855	luis.gutierrez@uniform.aramark.com
Sodexo	7679 South Lounge St	Alameda	CA	95206	Dave Taylor	(209) 982-4955	dtaylor@sodexoUSA.com
G&K Services	3444 Deput Rd.	Hayward	CA	94545	Sandy Lacey	(510) 293-5840	silacy9@aol.com
Exchange Linen Service of California	2222 Senter Rd.	San Jose	CA	95112	Steve Bruni	(408) 279-2345	ddlag@spcglobal.net

Exhibit N
Alameda County Fire Station Locations
and Average Delivery and Inventory List

1	ACFD Station #1	Weekly Total Units	Monthly Total Units
	427 Paseo Grande		
	San Lorenzo, CA 94580		
	Avg Weekly Delivery	123	492
	Avg Weekly Inventory	334	1,336
2	ACFD Station #2		
	109 Grove Way		
	Hayward, CA 94541		
	Avg Weekly Delivery	137	548
	Avg Weekly Inventory	545	2,180
3	ACFD Station #3		
	1430 164th Ave		
	San Leandro, CA 94578		
	Avg Weekly Delivery	351	1,404
	Avg Weekly Inventory	1,235	4,940
4	ACFD Station #4		
	20336 San Miguel Ave		
	Castro Valley, CA 94546		
	Avg Weekly Delivery	279	1,116
	Avg Weekly Inventory	1,044	4,176
5	ACFD Station #5		
	18770 Lake Chabot Rd		
	Castro Valley, CA 94546		
	Avg Weekly Delivery	115	460
	Avg Weekly Inventory	502	2,008
6	ACFD Station #6		
	19780 Cull Canyon Rd		
	Castro Valley, CA 94546		
	Avg Weekly Delivery	116	464
	Avg Weekly Inventory	814	3,256
7	ACFD Station #7		
	6901 Villareal Rd		
	Castro Valley, CA 94552		
	Avg Weekly Delivery	87	348
	Avg Weekly Inventory	489	1,956
8	ACFD Station #8		
	1617 College Ave		
	Livermore, CA 94550		
	Avg Weekly Delivery	165	660
	Avg Weekly Inventory	858	3,432
9	ACFD Station #9		
	450 Estudillo Ave		
	San Leandro, CA 94577		
	Avg Weekly Delivery	225	900
	Avg Weekly Inventory	909	3,636

Exhibit N
Alameda County Fire Station Locations
and Average Delivery and Inventory List

10	ACFD Station #10	Weekly Total Units	Monthly Total Units
	2194 Williams St		
	San Leandro, CA 94577		
	Avg Weekly Delivery	143	572
	Avg Weekly Inventory	937	3,748
11	ACFD Station #11		
	14903 Catalina		
	San Leandro, CA 94577		
	Avg Weekly Delivery	173	692
	Avg Weekly Inventory	529	2,116
12	ACFD Station #12		
	1065 143rd Avenue		
	San Leandro, CA 94578		
	Avg Weekly Delivery	268	1,072
	Avg Weekly Inventory	923	3,692
13	ACFD Station #13		
	637 Fargo Avenue		
	San Leandro, CA 94579		
	Avg Weekly Delivery	132	528
	Avg Weekly Inventory	507	2,028
14	ACFD Station #16		
	7494 Donohue Drive		
	Dublin, CA 94568		
	Avg Weekly Delivery	200	800
	Avg Weekly Inventory	507	2,028
15	ACFD Station #17		
	6200 Madigan Ave		
	Dublin, CA 94568		
	Avg Weekly Delivery	249	996
	Avg Weekly Inventory	901	3,604
16	ACFD Station #18		
	4800 Fallon Road		
	Dublin, CA 94568		
	Avg Weekly Delivery	143	572
	Avg Weekly Inventory	688	2,752
17	ACFD Station #19		
	One Cyclotron Road, Bldg 48		
	Berkeley, CA 94620		
	Avg Weekly Delivery	168	672
	Avg Weekly Inventory	558	2,232

*ACFD reserves the right to add and delete locations listed above.