

# Solicitation 0903-005

## Linens



Contra Costa County

## Bid 0903-005 Linens

Bid Number 0903-005  
Bid Title Linens

Bid Start Date Apr 27, 2009 12:16:21 PM PDT  
Bid End Date May 15, 2009 6:00:00 PM PDT  
Question & Answer End Date May 5, 2009 6:00:00 PM PDT

Bid Contact Cynthia Shehorn  
Buyer II  
GSD - Purchasing  
cshehorn@gsd.cccounty.us

Contract Duration 2 years  
Contract Renewal 1 annual renewal  
Prices Good for 45 days

Bid Comments ALL VENDORS PARTICIPATING IN THIS BID OPPORTUNITY MUST BE REGISTERED WITH BID SYNC. PLEASE CONTACT CUSTOMER SUPPORT IF YOU NEED ASSISTANCE WITH THE REGISTRATION OR THE BID PROCESS. CONTACT INFORMATION IS AS FOLLOWS:

VENDORSUPPORT@BIDSYNC.COM OR CALL 800.990.9339.

PLEASE SUBMIT ANY QUESTIONS AND ALL BID RESPONSES TO THE BIDSYNC WEBSITE. NO CONSIDERATION WILL BE GIVEN TO DOCUMENTS SUBMITTED OTHERWISE. NO EXCEPTIONS PLEASE.

PLEASE REFER TO PRODUCT SPECIFICATIONS AND SERVICE REQUIREMENTS FOR PROGRAM DETAILS. ALTERNATIVE PRODUCTS OR SOLUTIONS WILL BE CONSIDERED ALTHOUGH SPECIFICATIONS AND SAMPLES MAY BE REQUESTED.

PRICING WILL REMAIN FIRM FOR THE TERM OF THE AGREEMENT. OPTIONAL 12 MONTH RENEWAL BASED ON SUPPLIER PERFORMANCE, VALUE ADDED SERVICE ENHANCEMENTS AND PRICING CONSIDERATIONS.

COSTS MUST BE IDENTIFIED IN YOUR SUBMITTAL. POINTS NOT IDENTIFIED DURING THIS PROCESS, CANNOT BE INTRODUCED AFTER THE AWARD.

FUEL SURCHARGES WILL BE MEASURED ON THE CPI INDEX AND REVIEWED BI-ANNUALLY. QUESTIONS PERTAINING TO THE CPI, CAN BE POSTED TO THIS WEBSITE FOR FURTHER CLARIFICATION, IF NECESSARY.

QUANTITIES SPECIFIED IN THIS RFP ARE APPROXIMATE AND BASED ON THE TWO YEAR TERM. LINENS WILL BE PURCHASED FOR THE DETENTION CENTER AND LAUNDERED FOR THE REHABILITATION CENTER.

IF YOUR COMPANY IS NEW TO CONTRA COSTA COUNTY, PLEASE INCLUDE A CERTIFICATE OF INSURANCE AND A W-9. IF YOU CANNOT UPLOAD ATTACHMENTS, I.E. SAMPLES, REPORTS, INVOICES ETC., THEY CAN BE MAILED TO:

CONTRA COSTA COUNTY  
GENERAL SERVICES PURCHASING  
ATTENTION: CYNTHIA SHEHORN  
1220 MORELLO AVE., SUITE # 210  
MARTINEZ, CA. 94553

BIDS MUST BE SUBMITTED ELECTRONICALLY, NO EXCEPTIONS.

Item Response Form

Item 0903-005-1-01 - BEDSPREADS-DIRECT PURCHASE  
Quantity 200 each  
Unit Price   
Delivery Location Contra Costa County  
PB - Probation J-Hall  
202 Glaicer Drive  
Martinez CA 94553  
Qty 200

Description  
DIMENSIONS: 70" X 110"  
100% POLYESTER  
COLOR: YELLOW OR SPICE  
FIRE RETARDANT FABRIC REQUIRED

BEDSPREADS ARE FOR PURCHASE ONLY. DELIVERING APPROXIMATELY 25 BEDSPREADS EACH QUARTER. OVERALL ANNUAL QUANTITY ESTIMATE: 100

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Item 0903-005-1-02 - BLANKETS-DIRECT PURCHASE  
Quantity 200 each  
Unit Price   
Delivery Location Contra Costa County  
PB - Probation J-Hall  
202 Glaicer Drive  
Martinez CA 94553  
Qty 200

Description  
DIMENSIONS: 66" X 90"  
COLOR: WHITE  
100% POLYESTER  
SNAG FREE MATERIAL  
THESE BLANKETS ARE FOR PURCHASE ONLY.

APPROXIMATELY 25 BLANKETS ARE PURCHASED AND DELIVERED QUARTERLY TO JUVENILE HALL IN MARTINEZ.

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Item 0903-005-1-03 - BEDSHEETS-LAUNDRY SERVICE  
Quantity 22880 set  
Unit Price   
Delivery Location Contra Costa County  
PB - Probation Byron Boys Ranch  
4491 Bixler Road  
Byron CA 94515  
Qty 22880

Description  
DIMENSIONS: 66" X 104"  
COLOR: WHITE  
COTTON/POLY BLEND 50/50

NOTE: PLEASE QUOTE EACH SET TWO WAYS:

- 1) BOTH FLAT SHEETS
- 2) ONE FLAT, ONE FITTED

THESE BEDSHEETS WILL REQUIRE LAUNDRY SERVICE TO ORIN ALLEN YOUTH CENTER IN BYRON. USAGE IS APPROXIMATELY 220 SETS WEEKLY OR 11,440 SETS ANNUALLY.

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|                   |                                                                                                              |
|-------------------|--------------------------------------------------------------------------------------------------------------|
| Item              | 0903-005-1-04 - BEDSHEETS - REPLACEMENT COST                                                                 |
| Quantity          | 1 set                                                                                                        |
| Unit Price        | <input type="text"/>                                                                                         |
| Delivery Location | Contra Costa County<br><u>PB - Probation Byron Boys Ranch</u><br>4491 Bixler Road<br>Byron CA 94515<br>Qty 1 |

Description  
ADDIMENSIONS: 66" X 104"  
COLOR: WHITE  
COTTON/POLY BLEND 50/50

NOTE: PLEASE PROVIDE REPLACEMENT COSTS FOR FLAT AND FOR FITTED SHEETS

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|                   |                                                                                                          |
|-------------------|----------------------------------------------------------------------------------------------------------|
| Item              | 0903-005-1-05 - BEDSHEETS-DIRECT PURCHASE                                                                |
| Quantity          | 768 set                                                                                                  |
| Unit Price        | <input type="text"/>                                                                                     |
| Delivery Location | Contra Costa County<br><u>PB - Probation J-Hall</u><br>202 Glaicer Drive<br>Martinez CA 94553<br>Qty 768 |

Description  
DIMENSIONS: 66" X 104"  
COLOR: WHITE  
COTTON/POLY BLEND 50/50

NOTE: THESE BEDSHEETS ARE FOR PURCHASE ONLY. PLEASE QUOTE EACH SET TWO WAYS:

- 1) BOTH FLAT SHEETS
- 2) ONE FLAT, ONE FITTED

APPROXIMATELY 96 SETS OF BEDSHEETS ARE PURCHASED AND DELIVERED ON A QUARTERLY BASIS TO JUVENILE HALL IN MARTINEZ.

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|                   |                                                                                                        |
|-------------------|--------------------------------------------------------------------------------------------------------|
| Item              | 0903-005-1-06 - ADDITIONAL COSTS                                                                       |
| Quantity          | 1 each                                                                                                 |
| Unit Price        | <input type="text"/>                                                                                   |
| Delivery Location | Contra Costa County<br><u>PB - Probation J-Hall</u><br>202 Glaicer Drive<br>Martinez CA 94553<br>Qty 1 |

Description  
PLEASE LIST ANY POTENTIAL CHARGES ASSOCIATED WITH THIS ACCOUNT, ALONG WITH AN EXPLANATION AS TO

HOW THEY WILL BE APPLIED.

IF APPLICABLE, PLEASE INCLUDE INFORMATION ON THE FOLLOWING EXPENSES:

- 1) SERVICE(S)
- 2) FUEL AND/OR ENERGY SURCHARGES
- 3) REPLACEMENT COSTS
- 4) AUTO-REPLACEMENT
- 5) LOST AND/OR DAMAGED
- 6) PREP
- 7) ETC.

CHARGES MUST BE IDENTIFIED IN THIS PROPOSAL OR THEY WILL NOT BE CONSIDERED, ONCE THE AWARD HAS BEEN MADE.

**CONTRA COSTA COUNTY  
"C C C TERMS & CONDITIONS"**

**The following general terms and conditions are to be incorporated into and will become a part of this contractual agreement hereafter referred to as "Contract" between Supplier/Vendor/Contractor, hereafter referred to as "Supplier", and Contra Costa County, hereafter referred to as "County".**

**I. Agreement.** "TERMS AND CONDITIONS" stated in this document, plus shall apply to this "Contract" between the "Supplier" and "County". Any other terms and conditions must be in writing and agreed to by the County. Upon acceptance of this Purchase Order the "Supplier" agrees to abide by these terms and conditions. This "Contract" is binding on the heirs, successors, assigns, and representatives of the "Supplier".

**II. Transaction Fees.** The Two Percent fee charged to vendors has been dropped for bids solicited by the County of Contra Costa. The County of Contra Costa is now paying this fee for their vendors, on all bids ending after July 1st, 2007.

**III. Modifications and Amendments.** This Contract may be modified or amended upon mutual agreement between County and Supplier by written document subject to any required County, State, or Federal approval.

**IV. Year 2000 Compliance. Supplier warrants and represents to the County that all software/firmware/hardware/equipment/and systems distributed, installed, or programmed by Supplier pursuant to this Contract/ Agreement is Year 2000 compliant:**

**a.** All software/firmware/hardware/equipment/and systems distributed, installed, or programmed by Supplier to be used prior to, during and after the calendar year 2000 AD; will operate consistently, predictably, and accurately, without interruption or manual intervention, and in accordance with all requirements of this Contract, including without limitation all specification and/or functionality and performance requirements, during each such time period, and transitions between them, in relation to dates it encounters or processes.

**b.** That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data during Leap Years.

**c.** That all date sorting by software/ firmware/ hardware/ equipment/ equipment/ system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by County of the failure of any software/ firmware/ hardware/ equipment/ systems to comply with this Contract/ Agreement, Supplier/ Contractor will within sixty (60) days and at no cost to County, replace or correct the non-complying software/ firmware/ hardware/ equipment// systems with software/ firmware/ hardware/ equipment/ systems that does comply with this Contract.

**Other systems:** To the extent that the software/ firmware/ hardware/ equipment/ systems, distributed, installed, or programmed will accept data from other systems and sources that are not

Year 2000 Compliant, the software/ firmware/ hardware/ equipment/ systems distributed, installed, or programmed must properly recognize, calculate, sort, store, output, and otherwise process such data in a manner that eliminates any century ambiguity so that the software/ hardware/ equipment/ systems remains Year 2000 compliant.

No disclaimers: The warranties set forth in above shall not be subject to any disclaimer or exclusion of warranties or to any limitation of Licensor's liability under this Contract

**V. Compliance with Law.** Supplier shall be subject to and comply with all Federal, State, County, and local and regulations with respect to its performance under this contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment and nondiscrimination. Subject to, but not limited to, the Fair labor Standards Act of 1938 as amended; Executive orders and rules and regulations of the President's Committee on Equal Employment Opportunity; and the California Occupational Safety and Health Act of 1973.

**VI. Disputes.** Disagreements between the Supplier and the County concerning the meaning, requirement, or performance of this Contract shall be subject to final determination in writing by the County's General Services Department, Purchasing Division. In the event of a dispute the vendor will need to present their issue in writing to the County Purchasing Manager who will investigate the matter and render a final decision. This is the only dispute process that exists in Contra Costa County for disputes that arise from County's prescribed bid process, any decision arising out of any dispute submittal, The decision of the County Purchasing Manager is final.

**VII. Conflicts of Interest.** Supplier, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.

**A. Gratuities:** It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

**B. Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

**VIII. Indemnify.** The Supplier agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, demands, and judgments made or recovered against the County for damages to real, tangible, or personal property, including injury or death, in connection with this Contract to the extent such damage, injury, or death was caused by negligence, intentional, or willful misconduct of Supplier during the operations in connections with the performance of work or duties undertaken as a result of the acceptance of this Contract.

**IX. Choice of Law and Personal Jurisdiction.** This Contract is made in the County of Contra Costa and shall be governed and construed in accordance with the laws of the State of California.

Any action relating to this Contract shall be instituted and prosecuted in the courts of the County of Contra Costa, State of California.

**X. Endorsements.** Supplier shall not in its capacity as a Supplier with the County publicly endorse or oppose the use of, or attribute qualities or lack of qualities of, any particular brand name or commercial product / service without the prior approval of the County's Board of Supervisors. In its County Supplier capacity, Supplier shall not participate or appear in any commercially produced advertisements designed to promote a brand name or commercial product/service. Notwithstanding the foregoing Supplier may express its views on products/services to other Suppliers, County officers, Board of Supervisors, and others who may be authorized by the County or by law to receive such views relating to this contract shall be instituted and prosecuted in the courts of the County of Contra Costa, State of California.

**XI. Inspection.** Supplier's performance, place of business, and records pertaining to this contract are subject to monitoring, inspection, review, and audit by authorized representatives of the County, State of California, and Federal Government.

**A. Records.** Supplier shall keep and make available for inspection and copying by authorized representatives of the County, State of California, and Federal Government, the Supplier's regular business records and such additional records pertaining to this Contract as may be required by the County.

**B. Retention of Records.** The Supplier shall retain all documents pertaining to this Contract for five (5) years from the Contract ending date and for any further period that is required by law.

**XII. Quantities.** The County guarantees no minimum or maximum quantities of products or units of service to be ordered during the contract period stated on the Blanket Purchase Order. The County will not accept minimum usage requirements.

**XIII. Award.** Awards shall be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the County relative to price, quality, and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order for the bid/offer to be evaluated by the County. When it is in the County's interest to do so, any bid/offer may be rejected.

**XIV. Competition intended:** The county's purpose in placing this RFP is to maximize competition relative to the solicitation. Unless otherwise stated, brand name(s), trade name(s), manufacturer's name(s), or catalog number(s) listed in the RFP are used for the purpose of description and to establish a base level of quality. Any item offered, which contains components of equal or better quality, will receive consideration for award. Bidders are required to list any and all deviations from the bid specifications. The County reserves the right to reject any item(s) listing deviations which it considers to be of less quality and/or which may change to overall intent of the bid specifications and/or is not considered to be in the County's best interest. If a bidder fails to indicate brand name (s), the County will consider the bidder to be offering the brand name(s) that are listed in the RFP. Bidders will not be permitted to change or alter brand name(s), after opening of the RFP, without express written approval of County. After award of a contract, the bidder will be required to furnish the listed brand name(s) and failure to do so will be deemed as a default.

**XV. Method of Ordering.** A Blanket Purchase Order will be issued for products / services identifying the User Department. A single User Department may have more than one ship to

address. If more than one User Department will order the Supplier's products / services each User Department will have their own Blanket Purchase Order number.

#### **XVI. Termination:**

**A. Written Notice.** This Contract may be terminated by either party, at their sole discretion, upon thirty-day (30) advance written notice thereof to the other and may be cancelled immediately by written mutual consent.

**B. Failure to Perform.** The County, upon written notice to Supplier, may immediately terminate this Contract should the Supplier fail to perform properly any of its obligations hereunder.

**C. Cessation of Funding.** In the event that Federal, State, County, Grant funding for this Contract ceases, this Contract is terminated immediately without notice and without penalty to the County. In the event no funds or insufficient funds are appropriated and budgeted in any Fiscal Year for payments due under this Contract for the then current or the succeeding Fiscal Year during the term, aforesaid, this Contract shall create no obligation on the County as to such current or succeeding Fiscal Year except as to the portions of payment herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damages shall accrue to the benefit of Supplier, its successors, and assigns, as to that portion of this Contract which may so become unenforceable.

#### **XVII. Non-Renewal & Extension.**

**A.** Supplier understands and agrees that there is no representation, implication, or understanding that the products/services provided by the Supplier will be purchased by the County under a new Contract following expiration or termination of this Contract.

**B.** By mutual agreement, and agreed upon pricing, this Contract may be extended past the ending date.

**XVIII. Insurance. (If Applicable)** If Supplier's personnel or representatives will be coming onto County property to perform work / services the Supplier shall be required to present to: Contra Costa County Purchasing Division, 1220 Morello Avenue, Suite 210, Martinez, CA 94553, written evidence of insurance **before** beginning work/services.

#### **XIX. Contracts: (If Applicable)**

**A. Contractor's License:** Supplier shall possess license(s) required in the bid at the time this contract is awarded (PCC3300).

**B. Payment Bond:** Supplier shall provide a Payment Bond for public works projects, when project is in excess of \$25,000 (CC3247).

**C. Prevailing Wages:** For public works projects greater than \$1000, the Supplier shall pay the general prevailing rate of per diem wages to all workers employed on contracted project as established by the California Department of Industrial Relations (PCC1770-1780).

**D. Certified Payroll Reports:** Supplier shall be required to maintain and furnish upon request, a certified copy of each weekly payroll containing a signed statement of compliance (PCC1771.5(b))

(3).

1. Invoice each Purchase Order separately. Items on this Purchase Order must not be billed with those of other Purchase Orders.
2. Substitutions, changes, and prices other than specified above must be authorized in writing by the Purchasing Agent.
3. Acceptance of Purchase Order implies the acceptance of all terms and conditions contained herein, and all specifications, drawings and additional terms and conditions referred to herein and/or attached hereto. Read them carefully. No substitutions or changes will be effective without County written approval.
4. This order or any payment due hereunder is **not** assignable by Supplier without written approval of County.
5. **CONTRACT:** This purchase order, and any referenced attachments, when accepted by Supplier either in writing or shipment of all or any portion of the material, or the commencement of performance of any portion of the services covered hereunder, constitutes the entire contract between Supplier and County concerning its subject matter; and neither any contrary or additional conditions specified by Supplier nor any subsequent amendment or supplement shall have any effect without County's written approval.
6. **WARRANTY AND QUALITY INSPECTION;** Supplier warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to County's inspection; but neither County's inspection nor failure to inspect shall relieve Supplier of any obligation hereunder. If, in County's opinion, any article, material or work fails to conform to specifications or is otherwise defective, Supplier shall promptly replace same at Supplier's expense. No acceptance or payment by County shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.
7. **TAXES:** Unless otherwise provided herein or by law, Supplier shall pay all sales, use excise (except those articles exempt from Federal Excise Taxes stated on the face hereof), and other taxes, charges and contributions now or hereafter imposed on, or with respect to or measured by the compensation paid to persons employed in connection with performance hereunder; and Supplier shall indemnify County against any liability and expense by reason of Supplier's failure to pay same.
8. **Additional Evaluation Information:** The Buyer assigned to any transaction is responsible for performing due diligence prior to making an award. This oftentimes requires the buyer to verify information that may not have been requested in the bid documents. The County reserves the right to request any additional information such as financial information, customer references, additional pricing, additional clarification or any other information deemed necessary by the Buyer assigned to the transaction to facilitate a final decision.
9. **PACKING MATERIALS: POLYSTYRENE PELLETS PROHIBITED.** Due to environmental and solid waste considerations the Contra Costa County Board of Supervisors has directed that Polystyrene pellets shall not be accepted as packing. DO NOT ship your products using this material. Alternate vendors will be sought to replace Suppliers violating this policy.

WHEN APPLICABLE THE FOLLOWING SUPPLEMENTAL TERMS AND CONDITIONS WILL APPLY.

1. Codes: Work shall meet requirements of Contra Costa County Ordinance, Title 7, and all other applicable codes, regulations and laws, including Labor Code Sections 1776 and 1777.5.
2. Insurance: Contractor shall, at no cost to County, obtain and maintain during the term hereof: (a) Worker's Compensation Insurance pursuant to state law, and (b) Comprehensive Liability Insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident of occurrence. Contractor shall furnish evidence of such coverage, naming County, its officers and employees as additional insureds, and requiring 30 days' written notice of policy lapse or cancellation. The evidence of coverage shall be submitted before Work begins.
3. Hold Harmless & Indemnity.
  - a. Contractor promises to and shall hold harmless and indemnify from the liabilities as defined in this section.
  - b. The indemnitees benefited and protected by this promise are Contra Costa County and its elective and appointive boards, commissions, officers, agents and employees.
  - c. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before Contra Costa County approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.
  - d. The actions causing liability are any act or omission (negligent or non-negligent in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), or any officer(s), agent(s) or employee(s) of one or more of them.
  - e. Non-Conditions: The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnatee has prepared, supplied, or approved any plan(s), drawing(s), specification(s) or special provision(s) in connection with this work, has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnatee.

4. Wage Rates. Pursuant to Labor Code Section 1773.2 the governing body of Contra Costa County has obtained the general prevailing rates of wages per diem for each craft, classification, or type of worker which shall be the minimum rates paid to all workers employed in the execution of this work. Said rates are on file with Contra Costa County, Capital Projects Management Division and copies of said rates are available to any interested party on request. Pursuant to Labor Code Section 1773.2, said rates shall be posted at the job site.
5. Installation. Unless otherwise noted, all manufactured materials, products, processes, equipment or the like shall be installed in accordance with manufacturer's printed instructions or specifications.
6. Activities on Premises.
  - a. Premises, buildings and other facilities adjacent to designated or assigned work, and storage areas and access routes will be occupied by County and in continuous operation throughout duration of this Contract. Work under the Contract shall be programmed and executed so as not to interrupt County's operations, and conducted to cause the least interference and nuisance possible.
  - b. Premises, building, ground and utilities serving them not particularly assigned to Contractor shall not be used for Contractor's convenience nor used without express permission to do so, arranged for in advance with County.
  - c. Contractor shall maintain and protect existing facilities encountered or in near vicinity of work or operations under the Contract, including on grade, above grade, and below grade structures, utilities, construction and improvements, whether existing or newly placed under the Contract.
  - d. No service shall be shut down, transferred or otherwise interrupted without first being scheduled to be done at a time agreeable to County. Any shutdown of any utility shall be scheduled two working days in advance with project engineer.
  - e. When utilities are accidentally or inadvertently interrupted, they shall be immediately restored to service prior to continuation of any other work under the Contract, regardless of the hour of occurrence.
7. Temporary Utilities
  - a. Electric Power and Water will be available at the site for use by the Contractor for work on this project at no cost to the Contractor. Installation of approved temporary connections to said utilities shall be provided by the Contractor, and same shall be removed at Completion of Work.
  - b. Existing toilet facilities may be used by the Contractor.

8. Toxic and Hazardous Materials and Waste

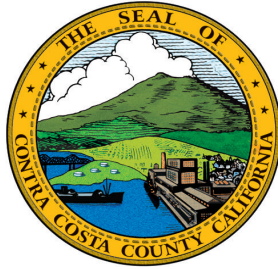
a. Asbestos:

- (1) This contract does not include the removal, handling, or disturbance of any asbestos containing materials. Some operations which may cause such disturbances include sanding, grinding, abrasive blasting, sawing, drilling, shoveling, or otherwise handling materials containing asbestos so that dust will be raised. Such materials can include resilient or terrazzo flooring, asbestos-cement board, cement plaster, asbestos pipe insulation and acoustical sprays, tiles and boards.
- (2) An asbestos consulting firm has done an asbestos survey of the facility for the County. Their final asbestos survey report may be examined at the Capital Projects Management Division Office.
- (3) Materials containing asbestos in a non-friable state may remain in the building, and are not to be altered or disturbed. Such materials and their locations are identified in the asbestos survey report.
- (4) If removal or alteration of asbestos containing materials becomes necessary or if concealed asbestos in any form is discovered, work in that area shall immediately stop and the County shall be notified. Removal, alteration, or any work in connection with asbestos containing materials shall be accomplished only by licensed asbestos abatement contractors operating under a separate contract with the County.
- (5) In the event that work is stopped in one area due to the presence of asbestos containing materials, the General Contractor shall utilize his work force in other areas of the building and shall minimize delays to the overall project schedule. If delays do occur and are directly related to asbestos work, and through no fault of the General Contractor, the General Contractor shall be entitled to apply for an extension of time.
- (6) Nothing in these specifications is intended to specify or direct the contractor in the removal, alteration, or disposal of asbestos containing materials.

b. Toxic materials:

Operations which release toxic materials into the atmosphere shall meet the requirements of CCR Title 8, General Industrial Safety Orders. Some operations which may release such materials include use of adhesives, sealants, paint and other coatings.

- c.      Lead based paint: Do not use lead based paint. Lead based paint is defined as:
    - (1)      Any paint containing more than five-tenths of one per centum lead by weight (calculated as lead metal in the total non-volatile content of the paint) or the equivalent measure of lead in the dried film of paint applied or both; or
    - (2)      For paint manufactured after June 22, 1977, any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total content of the paint or the equivalent measure of lead in the dried film or paint already applied.
  - d.      Hauling and disposal: Meet requirements of CCR Title 22, Division 4, Chapter 30, "Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes".
9.      Excavation. Contractor shall comply with the provisions of Labor Code Sec. 6705, if applicable, by submitting to Contra Costa County a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.
10.     Contract Time. It is agreed that time is of the essence and that the work shall be completed within calendar days from and after the date of commencement stated in Notice to Proceed which will be issued by the County after the Purchase Order is issued and the Contractor's evidence of insurance is received.



CONTRA COSTA COUNTY  
REQUEST FOR PROPOSAL  
FOR  
LAUNDRY SERVICE AND DIRECT PURCHASE  
Of VARIOUS LINENS

## 1 OVERVIEW

For purposes of this RFP, participants will be referred to as County or Contra Costa County (hereinafter "County" or "Contra Costa County"). The lead agency for this contract is General Services Purchasing.

The Contra Costa County General Services Department is issuing a proposal in search of companies capable of providing various linens for laundry service and for direct purchase. The term of this contract will be established for a two year period, with a renewal option at the end of the term.

### 1.1 Scope and Overview of the Opportunity

The intent is to communicate specific product and service requirements to determine which organizations can offer competitive pricing, a high level of customer support, and the tools capable of effectively managing this account. We are looking for organizations on the cutting edge of the industry to introduce efficiencies, reduce expenses, effectively track activity and improve the overall process.

Initial product requirements have been identified as bedspreads, bed sheets and blankets, supporting two detention facilities in the county. Eventually we hope to extend this service to other facilities currently supported by other outside agencies.

### 1.2 Confidentiality

Company information provided to Contra Costa County and/or posted to this website are considered sensitive documents and will not be available for public viewing.

### 1.3 Contract Term

The term of this agreement is initially established for a two year period and subject to one annual renewal.

## 2 Instructions For Responding to this Request For Proposal

### 2.1 Due Dates

Please post responses to the Bidsync website, no later than 6 P.M. PST Friday May 15, 2009. Bid related questions can be posted to the website until Tuesday May 5, 2009, 6:00 P.M. PST. The county reserves the right to reject incomplete proposals or those that miss specified deadlines.

### 2.2 Communication / Questions & Answers / Notification

Information presented is the most current information available and should be sufficient to provide a thorough response. Quantities identified herein are approximate and should not be considered a guarantee of future volume. Bid related questions posted to the website will be addressed on the website. Bid notifications are distributed electronically upon award.

During the evaluation process you may be contacted to provide additional information, or to present your offer to county officials. Costs associated with preparing or presenting your proposal, are not the responsibility of Contra Costa County. Communications must be exclusive to the buyer during the bid process. Not following instructions in this regard will result in immediate disqualification.

## 3 Evaluation Criteria

### 3.1 Bid Submission and Acceptance or Rejection

Please utilize the BidSync.com website to respond to this RFP. Failure to address questions or requirements may result in an incomplete bid. Please provide an explanation for requirements you cannot deliver or are unable to meet.

### 3.2 Account Review, Quality and Performance Evaluation

Supplier agrees to support business reviews, meeting quarterly to address key performance factors, process improvement opportunities, operational inefficiencies, overall spend, accounts receivable, etc. Reporting tied to these measurements will be required.

The county reserves the right to select proposals considered best suited to support this business. Award will be based on an appropriate blend of all factors.

## 4 General Information

- 4.1 Full name of company including corporate headquarters address, phone, fax, and website.
- 4.2 Details of ownership, history and organizational structure including a list of Officers.
- 4.3 Provide a complete list of subsidiaries and/or affiliated companies.
- 4.4 Please confirm your company will be able to provide the products and services identified in this RFP or if you intend on utilizing a subcontractor for any part of your solution.

- 4.5 The Primary vendor retains responsibility for the products and services covered in this RFP, whether you use a subcontractor or not. If a subcontractor is required to support any service outlined in this RFP, you must specify their role, the scope of their involvement, the duration of the relationship between all parties and the management/control mechanisms proposed for the account. The County must have an opportunity to meet with the parties and agree to the arrangement.

## 5 Financials

- 5.1 Please upload an electronic copy of your last annual report, or mail a paper copy to the address specified in the bid instructions.
- 5.2 Any lawsuits or declarations of legal action against your company within the last three years, settled or pending? If so, please briefly describe.

## 6 Client references

- 6.1 Indicate your position in the industry and the number of clients you currently support.
- 6.2 Please provide three (3) client references (current, 3+ years), include company name, the nature of the relationship, a contact, their title and a phone number.
- 6.2 Provide 3 client references that have terminated business with you over the last two years and the reason, why.
- 6.3 Please list any large accounts you have won in the past 12 months.
- 6.4 Contra Costa County is committed to working with small, local and/or minority-women-owned businesses. Please describe your overall program, events your company attends and how you promote or encourage diversity in the workplace. Please include reports designed to track information, including breakdown of spend by group/ethnicity.
- 6.5 Are you currently working with any division of Contra Costa County? If yes, please provide contact information, the department or division, when the relationship began, and which products / services are being provided.

## 7 Account Management

- 7.1 We expect an experienced Account Manager to support and service the overall account. When assigned to the transition team, all parties will be briefed on account specifics. The County does reserve the right to request alternative representation, if desired.
- 7.2 Please provide the name, address, and contact information for the account representative; their qualifications, experience in the field, and prior or existing relationship with Contra Costa County.

- 7.3 Identify team members supporting this account. Include their contact information, title, physical location, functional area, experience in the field and availability to this account.
- 7.4 Please describe your Customer Service process and policies regarding response time.
- 7.5 How do you measure customer satisfaction?

## 8 Program Management (Audit, Controls, Billing, Payment)

- 8.1 Identify controls available with your program.
- 8.2 Can they be modified at any time?
- 8.3 Please describe any compensation policy for employees involved with servicing this account, i.e., route drivers or sales personnel.
- 8.4 Please describe billing options available with this account i.e., electronic, paper etc., indicate your preferred method of billing and your payment terms. Note: Payment terms with Contra Costa County, are NET30. Contract exceptions must be identified in your RFP.
- 8.5 Please provide a sample of the invoice you would send to our Accounting department for payment.
- 8.6 Please provide a copy of your standard rental agreement. Are the points in your agreement negotiable? Any points you won't negotiate?
- 8.7 How does your company resolve billing issues?

## 9 Pricing Strategy

- 9.1 Contra Costa County expects competitive pricing will be submitted to support this line of business. Ideas or options relative to cost containment are encouraged.
- 9.2 Refer to line detail for product requirements, by site. At a minimum, one week worth of product is required to be on site at all times. Circulating inventory for bed sheets are two (2) sets weekly, per bed. Orin Allen is a 100 bed facility.
- 9.3 Please identify company policies, procedures, and/or automated tools designed to maintain contract compliance with specific terms and conditions, pricing structure, product changes (additions or alternatives), replacement rates, and circulating inventory.

- 9.4 Contra Costa County expects suppliers to set Value Improvement targets for each year of the contract. Describe your process for identifying, implementing and approving value improvement initiatives.
- 9.5 Provide target details for initiatives you expect to focus on, why those targets were chosen and how you plan on achieving your goals.
- 9.6 Can you provide fire retardant linens?
- 9.7 Contra Costa County proposes a two year purchase contract for this product line. Pricing submitted for products and services will be firm for the term of the agreement. Fuel charges will be measured using economic data presented by the Bureau of Labor Statistics (BLS). The index measures the average change in prices and is based on selling prices reported by establishments of all sizes.
- 9.8 Utilizing the Consumer Price Index as the source, the following will occur:
- ü an index will be identified
  - ü a base price will be established
  - ü the frequency of adjustment will be bi-annually
  - ü adjustments with movement of 10% > will trigger price escalation or de-escalation

### **EXAMPLE OF RECENT DATA**

#### [Consumer Price Index - Average Price Data](#)

Series ID # APUA422774714

Area: San Francisco-Oakland-San Jose, CA

Item: Gasoline, unleaded regular, per gallon/3.785 liters

|                                             |         |        |
|---------------------------------------------|---------|--------|
| Price Per Gallon – September 2008           | 3.822   | Gallon |
| Price Per Gallon – December 2008            | 1.822   | Gallon |
| Less Price Per Gallon – March 2009          | 2.137   | Gallon |
| Equals Per Gallon Change (December - March) | >\$ .31 | Gallon |
| <b>PERCENT CHANGE</b>                       | 15%     |        |

**CONSUMER PRICE INDEX - EXAMPLE OF RECENT DATA**

**UPON AWARD DATA WILL BE REVISED TO REFLECT MOST CURRENT INFORMATION**

## 10 Management Information Systems (Reporting, Quality Assurance & Integration)

- 10.1 Do you use a third party for any part of your solution?
- 10.2 If yes, please name the party and describe their function.
- 10.3 How would you work with the third party to implement the solution and maintain accountability?
- 10.4 How do you ensure the accuracy and integrity of captured data?

- 10.5 Describe all management information systems that would be available to Contra Costa County.
- 10.6 Please detail your national account loss/damage management reporting tool and how it is used to control the total cost of ownership? Please also include an example of this report.
- 10.7 How is data managed to ensure it is not lost during a disaster? Please describe your disaster preparation and recovery plans, who owns this data and how you would manage this account in the event of an emergency.
- 10.8 Please provide a copy of your internal disaster recovery document.
- 10.9 Can you provide monthly / quarterly spend reports by business segment and service location? If so, please provide an example of this report.
- 10.10 Can you provide a report reflecting repairs including: Type of repair; which location the linen belongs and who initiated the repair (county or supplier).
- 10.11 Can you provide reports detailing the number of items picked up and delivered by location?
- 10.12 What other types of reports can your system provide? Is information provided in "real time"? Are any reports available for viewing on-line? Any management reports to help us control costs? Please include examples of each report.

## 11 Quality

- 11.1 Describe the quality service program within your organization and how your Company will guarantee consistent quality of service to the County?
- 11.2 At this time, it is not required for bidders to be OSHA and Title 22 compliant in the handling blood borne pathogens or to have a written program for food processing customers. Please indicate however if your company does maintain this particular certification, or intends on becoming certified in the near future.
- 11.3 Are there any joint quality improvement programs your company can suggest for this line of business?
- 11.4 Are you currently ISO certified or do you plan on becoming certified?
- 11.5 At what frequency do you propose replacements to the linen inventory?

11.6 What are your company's policies and procedures for repairing/fixing linens?

11.7 Describe how you handle customer complaints, and what your escalation process is.

11.8 How will you ensure that only products and services approved by General Services Purchasing are utilized?

## 12 Implementation

12.1 Describe in detail how you would implement a linen program within the county. Include details such as: team structure, work plan steps and timing, etc.

12.2 Describe resources you think are required for successful implementation.

12.3 New "clients" may require new linens. Please describe the process and timing involved in getting additional linens from your company. Do you have an interim product solution?

## 13 Terms and Conditions

13.1 If you have exceptions to the County's terms and conditions, they must be stated in your proposal. If there are no exceptions, please indicate acceptance to program specifics and to the County's Terms and Conditions.

13.2 A Certificate of Insurance is required. Please upload a copy to the BidSync website

13.3 Are your employees bonded? Do they carry a company I.D.?

## 14 LINENS

14.1 Linens are to be furnished to the satisfaction of the Chief Officer, (Don Dubois) and of the Buyer (Cynthia Shehorn). Validating compliance with specific requirements will be under their direction.

14.2 The successful bidder will be responsible for the upkeep of linens, with repairs and replacements as required to maintain an orderly fashion. Records of each occurrence must be available for reporting purposes.

14.3 How and when would linens be delivered to our facilities? Are the days designated for delivery, negotiable?

14.4 What is the process when the county is shorted linens?

- 14.5 What is your definition of damaged linen? What is your procedure of charging for damaged products?
- 14.6 What is the process for adding/removing linens or for making product or size changes?
- 14.7 Explain how linens are sorted when they are picked up at our county facility. Are they sorted prior to washing? If so, how?
- 14.8 Please list formulas used to wash linens and provide MSDS sheets for each. How would you address sensitive skin issues, if we were to have issues?
- 14.9 Are linens inspected at your facilities? If so, please explain the process.
- 14.10 Does your company use bar codes for tracking linens?
- 14.11 What are the varying levels or grades of linens and how they determined?
- 14.12 What level of linens will new "clients" receive? What level on replacement linens? How will you ensure that these levels will be consistent for all county "clients"?
- 14.13 At what point is the customer allowed to request new linens at no charge?
- 14.14 How would we tag an item for repair or is it necessary?
- 14.15 Where are your linens manufactured and do they have warranties?
- 14.16 What type of a receipt is left when linens are delivered? Do you have an example of one?

## 15 Additional County Requirements, Questions and/or Comments

- 15.1 Delivery locations are identified in the line detail of this request.
- 15.2 What sets your company apart from that of your competitor(s)?
- 15.3 Please provide a list or a map of your facilities, the location and which of these are actual laundry facilities.

## Question and Answers for Bid #0903-005 - Linens

### OVERALL BID QUESTIONS

#### Question 1

I would like to quote only the Bedspreads as we are producers of this product.

Is this possible or do we have to bid all items?

Also are there any specific color targets for these bedspreads? (Submitted: Apr 27, 2009 1:37:15 PM PDT)

#### Answer

- You do not have to bid on all products. Bedspreads are yellow or spice, currently. Please indicate other colors available. (Answered: Apr 28, 2009 7:57:32 AM PDT)

#### Question 2

What are you currently paying for the item and who is providing them? (Submitted: Apr 28, 2009 5:54:18 AM PDT)

#### Answer

- Information unavailable during the bid process. (Answered: Apr 28, 2009 7:57:32 AM PDT)

#### Question 3

What are the dimensions needed for the fitted sheet? Length, width, and depth? (Submitted: Apr 30, 2009 12:07:53 PM PDT)

#### Answer

- The dimensions along with fabric, color etc. are indicated in the line detail. We are asking for fitted and flat sheet pricing as well, so please refer to individual line items for specifics. Or feel free to ask other questions, if we neglected to include something. Thank you. (Answered: Apr 30, 2009 12:13:57 PM PDT)

#### Question 4

The detail on the fitted sheets is simply the same as the flat sheets which is 66" x 104" but does not specify the depth of the mattress it needs to cover? Can you specify the depth in inches? (Submitted: May 1, 2009 10:29:22 AM PDT)

#### Answer

- This information will be forthcoming.. (Answered: May 4, 2009 2:23:47 PM PDT)

- Overall mattress size is 30"W x 75"L x 4"D. Sorry for the delay (Answered: May 5, 2009 2:53:20 PM PDT)

Question Deadline: May 5, 2009 6:00:00 PM PDT