

**LEE-RUSSELL COUNCIL OF GOVERNMENTS**  
**Opelika, Alabama**

**PROPOSALS TO BE RECEIVED NOT LATER THAN**  
**JULY 1, 2015 BY 12:00 P.M. C.S.T**

To Whom It May Concern:

Lee-Russell Council of Governments is seeking a service provider to supply uniform services to the approximately 20 to 30 drivers of the LRPT and PEX Transit Systems. The bids will be received by the **Lee-Russell Council of Governments, 2207 Gateway Drive, Opelika, AL, 36801**, until the above time and date, and then publicly opened as soon thereafter as practicable for furnishing the items listed on the attached bid specification sheet.

Attached is the following:

- 1) Itemized bid quote sheet to be completed by the service provider;
- 2) Bid checklist that must be completed by the service provider; and
- 2) Federal Assurances and Certifications that service provider will be required to follow. You are required to sign in the designated area that you will comply with these requirements.

**Any questions concerning the specifications should be directed to Tawny Hampton, Transit Director, at 334-749-5264 if by telephone or at the above listed address if in writing.**

Suzanne G. Burnette  
Executive Director

## **BID SUBMISSION REQUIREMENTS, SPECIFICATIONS, AND NOTES**

- The award will be to the lowest responsible bidder meeting the bid specifications.
  - a. Current Business License (To be submitted)
  - b. Conformity with Bid Specifications
  - c. Ability to supply all uniforms by September 30, 2015
  - d. Terms of delivery of service and maintenance of the equipment (To be submitted)
  - e. Past service record (list of customers to contact) provided by the vendor (To be submitted)

**PLEASE NOTE:** The factors above will be considered in determining the responsive bidder. It is not the policy of the Lee-Russell Council of Governments to purchase service on the basis of low bid only.

- All bidders must use and complete our Bid Cover Letter, Bid Checklist, and Bid Quote Sheet.
- All bidders must complete and sign the Certification and Assurance Form that is attached.
- A copy of the current business license must be attached.
- All bids must be sealed. Lee-Russell Council of Governments will not be responsible for the security of mailed bids.
- All bidders must write on the face of the envelope containing the bid the following information- **BID FOR DRIVER UNIFORM SERVICES FOR LRPT AND PEX TRANSIT FLEET, STATE THE BID DUE DATE AND YOUR BUSINESS LICENSE NUMBER.**
- Please check and make sure the bid is signed in the appropriate spaces.
- Signature on bid must be in ink. Bids made out in pencil will NOT be accepted.
- Bid must be NOTARIZED.
- Any exceptions to those detailed specifications should be noted on a separate listing with substitute component specifications.
- If you are unable to furnish an item as specified and desire to offer a substitute, please give full description of the items offered as substitutes, otherwise quotations will not be considered. If no exception is made on bid sheet, it will be assumed that the bidder is offering the articles specified.
- LRCOG reserves the right to accept or reject all Bids or any portion thereof.
- Failure to comply with this may result in your bid not being considered.
- **WARNING:** No errors will be Corrected after Bids are Opened. No Prices shall include State or Federal Excise Taxes.
- Invoices for payment shall be submitted on the last day of each month and payment shall be made within 20 days of submission and verification.

- All bids shall be effective from October 1, 2015 to September 30, 2016, renewable each year. The term of any agreement (contract) arising from this bid will be a one (1) year fixed price that may be extended for two (2) additional one (1) year periods at Lee-Russell Council of Governments' option. The successful contractor is expected to enter into a contract with LRCOG. The beginning date of the contract will commence on the date services are first rendered. Any agreement or extension of any agreement will have prior written approval of the ALDOT.
- The contractor shall indemnify and hold harmless Lee-Russell Council of Governments (LRCOG), the LRCOG Board, the officers, and the employees from all suits, actions or claims of any character brought because of any injury or damages received or sustained by any person, persons, or property on account of the operations of said contractor; or through use of unacceptable materials in providing the radio communication service; or because of any act or omission, neglect, or misconduct of said contractor; or because of any claims or amounts arising or recovered under Workman's Compensation Act, or any other law, ordinance, order or decree.
- It shall be the bidder's responsibility to possess all proper County, State, and Federal Licenses, and shall familiarize him or herself with and shall comply with all Federal, State, and Local laws, ordinances, and regulations.
- Subletting of Contract:  
The contract derived from this RFP will not be sublet except with the prior written consent of the Lee-Russell Council of Governments. No such consent will be construed as making the Lee-Russell Council of Governments a party to such subcontracts, or subjecting the Lee-Russell Council of Governments to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve Contractor of its liability and obligation under this contract, and all transactions with the Lee-Russell Council of Governments must be through the Contractor.
- In the event that any of the provisions of this Contract are violated by the Contractor, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

We are in position to furnish the above at the prices shown and can provide this service by **September 30, 2015**. I agree to follow the attached Federal Certifications and Assurances for FTA Assistance. I thereby affirm, I have not been in any agreement or collusion among bidders in restraint of freedom of competition, by agreement to bid at a fixed price or refrain from bidding or otherwise.

COMPANY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

THIS BID MUST BE NOTARIZED.

Sworn to and subscribed before me this  
\_\_\_\_\_ Day of \_\_\_\_\_ 2005, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**IMPORTANT:**        **Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.**

**CHECKLIST  
(TO BE COMPLETED BY VENDOR)**

**BID CHECKLIST  
(TO BE COMPLETED BY VENDOR)**

- \_\_\_ 1. **Bid Cover Letter (Signed and Notarized)**
- \_\_\_ 2. **Bid Checklist (Mark in the appropriate box items that are included in the bid submittal)**
- \_\_\_ 3. **Bid Quote Sheet**
- \_\_\_ 4. **Certification and Assurance Form (Completed and Signed)**
- \_\_\_ 5. **Current Business License**
- \_\_\_ 6. **A sealed bid envelope with the following information on the envelope: BID FOR DRIVER UNIFORM SERVICE FOR LRPT AND PEX TRANSIT FLEET, STATE THE BID DUE DATE AND YOUR BUSINESS LICENSE NUMBER.**

**BID QUOTE FORM FOR DRIVER UNIFORMS FOR  
LRPT AND PEX TRANSIT FLEET**

**Specifications for Driver Uniform Service  
for LRPT And PEX Transit System**

<b>FEATURES AND EQUIPMENT</b>	<b>DESCRIPTION</b>	<b>SUBSTITUTE COMPONENT(S) If ANY</b>	<b>RENTAL UNIT PRICE/WEEK</b>
<b>How many years has your company been in business?</b>			
<b>Length of Contract, if different from bid specifications</b>			
<b>Security Deposit Required?</b>			
<b>Advance Payment Required? If yes, how much?</b>  <b>Please note: FTA does not allow our agency to make advance payments prior to incurrence of costs.</b>			
<b>Any Payment Discounts?</b>			
<b>How long will account set up process and delivery of the new uniforms take once the contract is signed?</b>			
<b>Do you have online ordering for new and replacement uniforms?</b> <b>Will we have</b>			

<b>dedicated account manager?</b>			
<b>What is your company's process and response time to issues or problems?</b>			
<p>Polo style shirt, light or medium blue in color. Specify material used. Exact shade &amp; style can be negotiated with award of contract. Front pocket preferred. Must have logo for LRPT/PEX on each shirt. Logo may be iron on or embroidered. All clothing is to be delivered in new condition. Used or recycled clothing is not acceptable.</p>			
<p>New Pants, with or without creases, dark color (such as charcoal or dark blue) preferred. . Specify material used. Exact shade &amp; style can be negotiated with award of contract. Cargo pants or Jeans</p>			

<p>are not allowed. All clothing is to be delivered in new condition. Used or recycled clothing is not acceptable.</p>			
<p>New Business shorts, the same shade as the pants, and appropriate length, should be available as an option to the drivers, both male and female. . Specify material used. All clothing is to be delivered in new condition. Used or recycled clothing is not acceptable. Not providing the shorts option will not disqualify a proposal, but preference will be given to proposers who can provide this option.</p>			
<p>One new lightweight jacket per driver acceptable for use as either a rain jacket or for cool weather. Specify material used. Jacket should</p>			

<p>be a color that complements or appropriately contrasts with the rest of the uniform. Exact color will be selected later. It shall have the LRPT/PEX logo on the front, either iron-on or embroidered. Other lettering or logo (i.e. on of Jacket) will be considered, but is not required for proposal.</p>			
<p>Laundry service option, additional cost.</p>			
<p>Other Features, types of material, etc. (Specify)</p>			
<p>Other Costs (Specify)</p>			

**OVERALL COSTS**

**TOTAL RENTAL COST PER DRIVER PER WEEK FOR 5 SHIRTS ONLY:** \_\_\_\_\_

**TOTAL RENTAL COST PER DRIVER PER WEEK FOR 5 SHIRTS & 5 PANTS:** \_\_\_\_\_

**TOTAL RENTAL COST PER DRIVER PER WEEK FOR 1 JACKET:** \_\_\_\_\_

**TOTAL RENTAL WITH LAUNDRY COST PER WEEK PER DRIVER:** \_\_\_\_\_

**FEDERAL CERTIFICATIONS AND ASSURANCES  
FOR FTA ASSISTANCE**

**FEDERAL CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE**

**NAME OF BUSINESS:** \_\_\_\_\_

**NAME OF OWNER:** \_\_\_\_\_

**SIGNATURE OF OWNER:** \_\_\_\_\_

**The business agrees to comply with the following required federal contract clauses:**

1. Federal Changes
2. No Government Obligation to Third Parties
3. Program Fraud and False or Fraudulent Statements and Related Acts
4. Termination
5. Privacy Act
6. Civil Rights Requirements
7. State and Local Law Disclaimer
8. Incorporation of Federal Transit Administration (FTA) Terms

**1. FEDERAL CHANGES (49 CFR Part 18)**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**2. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(31 U.S.C. 3801 et seq, 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307)

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract,

the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable,

the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 4. TERMINATION (49 U.S.C. Part 18 )

#### a. Termination for Convenience (General Provision)

The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

#### b. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

## 5. PRIVACY ACT (5 U.S.C. 552)

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and

criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## 6. CIVIL RIGHTS REQUIREMENTS (29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may

in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such

action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply

with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## 7. STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state

law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

## 8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event

of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.