



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

April 20, 2021

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 10826 DEPARTMENT OF SHERIFF'S DEPARTMENT INMATE UNIFORM PANTS AND SHIRTS

The County of San Diego is seeking bids from firms interested in providing inmate uniform pants and shirts ("Offerors").

The Basis of Award will be the total bid price. Offeror must respond to all bid items to be considered for award. Offeror should respond to those line items for which it desires to be considered for award.

The resulting contract will be for initial (base) period of one year with four (4) one-year options.

The Contracting Officer for this solicitation is Mark Cooper, Procurement Specialist, (mark.cooper@sdcounty.ca.gov)

This RFB package includes:

- This Cover Letter to the RFB
- RFB Instructions and Rules
- Submittal Items
- Bid Cover Page (PC 600 Form)
- Representations and Certifications Form
- Nondisclosure Indemnification Agreement
- DVB Requirements and Forms
- Agreement, which includes the following:
 - Exhibit A - Statement of Work
 - Exhibit C - Payment Schedule

SCHEDULE

Below is the County's timeline for this RFB and is subject to change at any time. The County will issue an addendum for changes to the Pre-Bid Conference date, Questions due date, or Bid due date. The actual timing and sequence of events resulting from this RFB shall ultimately be determined by the County.

Event Description	Date and Time (San Diego Time)
Questions due	May 11, 2021 prior to 5:00 p.m.
Bids due	May 21, 2021 prior to 3:00 p.m.

BID OPENING

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. The County will conduct a public bid opening using the WebEx platform instead of in-person attendance.

- Virtual bid opening link:
<https://sdcountyca.webex.com/sdcountyca/j.php?MTID=m40ab756a8c450531c56ea7de20e5c891>
- Password (if requested): cosd bidopening
- You may also join by phone by calling (470) 238-5742, access code 177 120 2660.

A bid abstract and the bids received will be posted on BuyNet after the bid opening.

BID SUBMITTAL

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. Unless otherwise modified by the County’s COVID-19 Updates for County Contracts and Contractors, found at https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html, the following procedures shall apply to this RFB:

- This RFB is posted to the BuyNet site with a solicitation type of RFP, to allow the submission of electronic bids through BuyNet.
- Offeror must submit a complete original bid in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting through electronic upload to BuyNet by the Date and Time listed in Schedule.
- If Offeror is unable to submit via BuyNet for any reason, Offeror may submit via electronic files on CD/DVD or a printed bid at the Purchasing and Contracting front desk. Please use this method only if unable to submit through BuyNet. Bids will be accepted at the front desk by mail or courier service only. The County will not accept personal delivery by Offerors or Offeror’s representatives. When submitting via BuyNet, allow extra time to submit by an alternate method in the event of technical difficulties.
- When submitting electronic files, Offeror may optionally submit in original format (e.g. Microsoft Word) with clear pictures (.jpg, .jpeg, .gif, or ".png") of signature pages containing original signatures. Electronic or digital signatures will not be accepted. Please use this method only if unable to submit in PDF form.

The County's decision about the timeliness or responsiveness of any submitted document shall be final, and the County has the discretion to waive or not waive any defect or nonconformance.

Additional COVID-19 procurement information is available at:

https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html

QUESTIONS

Questions regarding this RFB shall be submitted in writing to the Contracting Officer by the Date and Time listed in Schedule, in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Oral explanations or responses to Questions will not be binding upon the County).

Concerns or comments regarding this solicitation should be directed to the Contracting Officer.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS
RFB INSTRUCTIONS AND RULES

1. RFB PROCESS

- 1.1. RFBs shall normally be made available on the County of San Diego’s BuyNet Website at <https://buynet.sdcountry.ca.gov/>. If you are unable to download this document, you may request a hard copy from Purchasing and Contracting’s front desk or contact clerical support at (858) 505-6367.
- 1.2. The County reserves the right to host pre-bid conference(s). If scheduled, the date, time, and location for the pre-bid conference(s) will be as set forth in this RFB or as otherwise provided on BuyNet.
- 1.3. Offerors should submit all Questions by due date and time specified in the cover letter to this RFB. Questions received after the due date may or may not be addressed.
- 1.4. Bids received timely will be opened publicly following the due date and time.
 - 1.4.1. Bids received and the abstract of responses will be posted to BuyNet after the bid opening.
- 1.5. The posted bid opening abstract of responses serves as Notice of Intent to Award (“NOI”) to the apparent low bidder(s).
- 1.6. The County will evaluate bids received for conformance to the requirements of this RFB through a pre-award survey process. As a result of the pre-award survey, County may determine that a bid is non-responsive to the County’s bid requirements or was submitted by a non-responsible bidder, as described in Section 3 below.
- 1.7. In the event the County finds an apparent low bid to be non-responsive or to have been submitted by a non-responsible bidder pursuant to Section 3 below, the County will post a revised NOI. The County may rescind or modify the NOI at any time.
- 1.8. If a contract is awarded, the County will award to the lowest responsive, responsible bidder(s) as determined by the County’s evaluation (“Successful Bidder”). Bids are subject to acceptance at any time within 120 days after bid opening. This period may be extended by mutual agreement of County and Offeror.
- 1.9. Offeror’s submittal of this bid constitutes an offer that, upon County’s acceptance (which may be of some or all of the bid items or lots in accordance with the Basis of Award) forms a binding contract that incorporates the Agreement, among all other terms of this RFB. Without limiting the foregoing, Offeror agrees to execute and deliver a revised contract document reflecting the final contract award and such additional documents and instruments as may be reasonably required in order to carry out the purposes of this RFB and the intentions of the parties.
- 1.10. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.
- 1.11. The County may, at any time, restart evaluations or correct any deficiencies in the procurement process or evaluation.
- 1.12. The timing and sequence of events resulting from this RFB shall ultimately be determined by the County.

2. INSTRUCTIONS FOR SUBMITTING A BID

- 2.1. It is the Offeror’s responsibility to submit a bid based on the most current RFB, addenda thereto, responses to Questions, any diligence material made available by the County, and any other information posted on BuyNet. Offerors must consistently check BuyNet for information and are responsible to comply with anything posted on BuyNet relating to this RFB. The County has no obligation to contact Offerors directly with any such RFB related information.
- 2.2. Offerors shall submit one original bid prior to the date and time specified and through the means specified in the cover letter to this RFB.
 - 2.2.1. For bids submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for purposes of determining timely submittal.
 - 2.2.2. For bids submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered official time for purposes of determining timely submittal.
 - 2.2.3. In the event of multiple submittals of an original bid by an Offeror, the County will only consider the most recent submittal submitted by the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original bid and withdraw or replace any previous

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

submittals in the event they choose to update their bid. Bids may be found non-conforming if the County is unable to determine which is the most recent, timely submittal.

- 2.3. Bids must be submitted using the County forms provided in this RFB, accepting the County’s statement of work, terms and conditions, and other requirements without condition. Bids containing modifications, conflicting information, or competing terms may be found non-responsive. Bidders are advised to submit only the requested information.
 - 2.3.1. All bids shall be signed by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned images of pages containing original signatures are acceptable for submission of an electronic file. Electronic or digital signatures will not be accepted.
- 2.4. The bid must be submitted in compliance with the following format, unless otherwise specified in this RFB:
 - 2.4.1. Submit electronic bids as files in .pdf format. Separate each exhibit into one or more files. Clearly name files as to the exhibit and order. Pages requiring signatures must be scanned from an original signature. Other pages may be scanned or converted to .pdf from other file formats. Converted and searchable formats are preferred.
 - 2.4.2. All information submitted with your bid shall be formatted to print on 8-1/2” x 11” page size with no less than ½” margins and eleven (11) point font.
 - 2.4.3. All information submitted with your bid shall be formatted as black ink on white background/paper with no shading, or otherwise suitable for black and white reproduction.
 - 2.4.4. If submitting your bid at the Purchasing and Contracting front desk, it must be submitted in a sealed envelope with “RFB” and the RFB number prominently marked on the outside of the envelope.
- 2.5. Your bid must be organized in accordance with this RFB. The bid shall conform to the following organization:
 - 2.5.1. A completed and signed PC 600 Form shall be submitted as the cover of Offeror’s bid.
 - 2.5.2. Completed and signed Representations and Certifications form.
 - 2.5.3. Completed Exhibit C Payment Schedule.
 - 2.5.4. Completed and signed Nondisclosure Indemnification Agreement (if applicable).
 - 2.5.5. Completed and signed DVB forms.
 - 2.5.6. Required supplemental information per the Submittal Items.
 - 2.5.7. Confidential/Proprietary exhibit (if applicable).
- 2.6. Confidential/Proprietary Information
 - 2.6.1. No confidential/proprietary information, including PI (Personal Information), PII (Personally Identifiable Information) or PHI (Protected Health Information), is to be included in the supplemental information. Responses that include the confidential/proprietary information shall refer to the response contained within the Confidential/Proprietary exhibit (for example: If Submittal Item #1 requires staff Social Security Numbers, the response to Submittal Item #1 shall reflect “see response #1 contained within Confidential/Proprietary exhibit”).
 - 2.6.2. Submit a separate Confidential/Proprietary exhibit (if applicable). The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. The County of San Diego intends to publish bids received and resulting contracts, to its public web site. If confidential/proprietary information is contained within the submission:
 - 2.6.2.1. It must be submitted in a separate clearly labeled exhibit with all pages marked as “CONFIDENTIAL/PROPRIETARY EXHIBIT”.
 - 2.6.2.2. Offeror must provide a signed Nondisclosure Indemnification Agreement.
 - 2.6.2.3. It shall only contain supplemental information. In accordance with the California Public Records Act, the County will not treat pricing or any bid forms as confidential.
- 2.7. Bid Pricing
 - 2.7.1. Submit bid pricing on the included Exhibit C Payment Schedule. Bid using only the units of measure stated in the Payment Schedule and price each bid item clearly and separately (do not aggregate bid items nor provide more than one price or a range of prices per item).

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

- 2.7.1.1. Pricing shall not exceed two (2) digits to the right of decimal point (hundredths). If unit pricing exceeds two (2) digits to the right of the decimal point, any digit(s) beyond two (2) will be dropped and will not be recognized by the County for the purposes of bid evaluation, contract award, or invoicing. The County will only use the first two digits after the decimal points without rounding up or down. If the County calculates a “new” unit price, said unit price will be in favor of the County and may be below the Contractor’s original bid price. The “new” unit price shall prevail over Contractor’s original bid price and shall be used in evaluation of bids, award, and invoicing.
- 2.7.2. All prices and notations must be clearly legible and in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person signing the bid.
- 2.7.3. Submitted bid prices must be balanced (reflecting the true relative costs of the bid items), and not shift costs from one portion of the work to another portion of the work so as to place doubt on whether the bid will result in the lowest overall cost to the County or be tantamount to allowing an advance payment.
- 2.7.4. Unless otherwise specified, all prices shall be F.O.B. destination.
- 2.7.5. Prices shall include all freight and/or delivery charges, unless freight or delivery charges are separately itemized or otherwise allowed for in the Payment Schedule.
- 2.7.6. Unless otherwise specified, prices bid herein should NOT include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must NOT be included in invoices.
- 2.7.7. Do not include prompt payment discounts into your bid prices. Prompt payment discounts will not be considered in evaluation of bids to determine low bidder.
- 2.7.8. Prices shall be fixed during the performance of the Agreement and not subject to adjustment except as explicitly set forth in the Agreement. Bidder accepts the risk of any changes to bidder’s costs during the term of the Agreement.
- 2.7.9. Estimated quantities may be included in the Payment Schedule, and are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption or other estimates. If the County’s actual requirements do not result in orders in the quantities described as estimated in the Payment Schedule, that fact shall not entitle the successful bidder(s) to price adjustment or other relief.
- 2.8. Brand Name or Equal
 - 2.8.1. If items in this RFB have been identified as brand name “or equal,” such identification establishes a quality standard and is not intended to limit competition. Other brands will be considered for award if their products are determined by the County to be of equal or greater quality and to meet the County’s requirements.
 - 2.8.1.1. Bidder shall clearly identify the brand name of items that are not of the brand specified by the County. Bids shall be considered as offering the specified brand unless otherwise indicated in the bid.
 - 2.8.2. The County’s evaluation as to equality of a product offered by a different brand shall be based upon the information furnished in the bid, as well as other information known to the County. It is the bidder’s responsibility to provide sufficient information for evaluation.
 - 2.8.2.1. If bidder proposes to modify a product so as to make it conform to the requirements, bidder shall include in the bid a clear description of such modifications.
 - 2.8.2.2. Modifications proposed after bid submission will not be considered.

3. EVALUATION AND SELECTION

- 3.1. Award will be made to the lowest priced responsive bid(s) from a responsible bidder(s). The determination of lowest price shall include the application of the local preference, when applicable.
 - 3.1.1. Award may be based on total bid amount, distinct lots, or individual items (“Basis of Award”).
 - 3.1.2. When determining lowest price for award, the County will not consider prompt payment discounts.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

- 3.1.3. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless the conflict is a result of a Mistake in Bid. In that event, the bid will be rejected as non-responsive.
- 3.1.4. In the event of a tie bid between responsible bidders, award will be by random selection through a process determined by County and observable by the bidders involved in the tie. Should one or more of the bidders involved in the tie be a Preferred Vendor, award will be made as described in 3.3 below.
- 3.2. The County reserves the right to perform a pre-award survey to determine whether a bidder is responsible (possessing the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract) and whether a bid is responsive (conforming with material bid requirements).
 - 3.2.1. As part of the pre-award survey, The County reserves the right to request clarification of and/or additional information (“Clarification”) from Offerors.
 - 3.2.2. The Contracting Officer will determine the appropriate means of Clarification. The County is not obligated to seek Clarification, so Offerors are advised to submit complete and accurate information in the bid.
 - 3.2.3. The request for Clarification is not an opportunity for a bidder to modify their bid, but only to provide additional information requested by the County to support the pre-award survey.
 - 3.2.4. The County may request that samples be provided as part of the bid process, including with the bid submission, when evaluating proposed equal items, or during the pre-award survey. Samples must be furnished free of expense to the County, prominently marked with the RFB number, and delivered to the location specified by the County. Upon request and where feasible, samples will be returned to bidder at bidder’s expense and risk when County review is complete.
 - 3.2.5. Failure to timely provide requested information or samples may result in a finding of non-responsiveness or non-responsibility based on the information available to the County.
 - 3.2.6. The County may consider information known to the County in addition to the information provided in response to the RFB.
 - 3.2.7. The County has the discretion to treat each lot or line item separately for purposes of evaluation, in accordance with the Basis of Award.
 - 3.2.8. The County has the discretion, but not the obligation, to waive any minor irregularities or deviations from the requirements of the RFB. The County reserves the right to waive a variation in specification if County determines such variation does not materially change performance.
 - 3.2.9. The County’s determination of responsibility or responsiveness shall be conclusive.
- 3.3. Local preference: In accordance with Section 405 of the San Diego County Code of Administrative Ordinances, five percent (5%) or fifty thousand dollars (\$50,000), whichever is less (“Price Adjustment”), shall be subtracted from the bid price of any Preferred Vendor (a Local Business that is also a Veteran Owned Business, Disabled Veteran Business, or Small Business) being evaluated for award (“Adjusted Price”). A Preferred Vendor’s Adjusted Price shall be the basis for award to the lowest responsible bidder. In the event that one Preferred Vendor is involved in a tie for the lowest responsible bidder, the Preferred Vendor shall be awarded the contract. In the event that more than one Preferred Vendor is involved in a tie for the lowest responsible bidder, the County shall randomly select among those Preferred Vendors for contract award.

If a contract is awarded to a Preferred Vendor, it shall be awarded at the unadjusted bid price. For example, a Preferred Vendor submitting a bid for \$100,000 would be evaluated as if the bid price was \$95,000. If based on the Adjusted Price, the Preferred Vendor is the lowest responsible bidder, the Preferred Vendor would be awarded the contract at the unadjusted price of \$100,000.

4. DETERMINATION OF ECONOMY AND EFFICIENCY

Pursuant to County Charter Sections 703.10 and 916, award of a contract resulting from this RFB may be subject to the County’s requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

5. COUNTY COMMITMENT

- 5.1. This RFB does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the bid, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 5.2. The County reserves the right to accept or reject any or all bids received as a result of this RFB or to separately procure the same or similar goods or services.
- 5.3. The County reserves the right to terminate this RFB in part or in its entirety at any time prior to contract execution.
- 5.4. No prior, current, or post award communication with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFB except as explicitly provided for in this RFB.

6. LATE, MODIFIED, OR WITHDRAWN BID

- 6.1. A bid that is received, but that is not received at the office or by the electronic means designated in the solicitation by the exact time specified for receipt will not be considered unless: it is received before award is made; the County determines that it is in its best interest to accept the bid; and
 - 6.1.1. It was sent by mail or personal delivery, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt by the County; or
 - 6.1.2. No responsive bid was submitted.
- 6.2. Bids may not be modified after the due date and time. Bids may not be withdrawn after the due date and time except in the event of a Mistake in Bid, provided that the Offeror notifies the County of the Mistake in Bid, specifying in detail the mistake and how the mistake occurred, within five (5) business days.
- 6.3. A mistake in bid (“Mistake in Bid”) is defined as a mistake that (1) made the bid materially different than the bidder intended it to be, and (2) was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the requirements.

7. DILIGENCE

- 7.1. County, its agents, advisors, and representatives make no representation or warranty, express or implied, as to the accuracy or completeness of any provided diligence material. Without limiting the generality of the foregoing, the diligence material may include certain statements, estimates, and projections provided by or with respect to the County. Such statements, estimates, and projections reflect various assumptions made by the County, which may or may not prove to be correct. No representations are made by the County as to the accuracy of such statements, estimates, projections, or assumptions.
- 7.2. Offerors are expected to perform reasonable due diligence with regard to the work required. The Selected Bidder(s) shall not be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence. Such due diligence shall include but not be limited to, information that can be obtained during a site visit, if applicable (including verification of measurements, conditions, and other attributes of the site), or independently to the extent that information about the work required or the site is otherwise available for inspection or review.

8. DUTY TO INQUIRE, QUESTIONS, AND EXPLANATION TO OFFERORS

- 8.1. Offerors’ Inquiries and County Responses – All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFB or the Offeror’s bid, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Any improper contact may, at County’s sole discretion, cause the Offeror to be removed from consideration for contract award.
- 8.2. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFB or related documents, Offeror shall have a duty to at once notify the County. Such notifications, or other requests for explanation regarding the RFB or related documents, shall be directed to the Contracting Officer in writing as a question (“Question”). Offeror is responsible for ensuring that Questions are received by the County. The County may choose not to respond to Questions received after the date stated

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)

DEPARTMENT SHERIFF'S DEPARTMENT

INMATE UNIFORM PANTS AND SHIRTS

in the Cover Letter. Offerors should not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFB

9. PROTEST PROCEDURE

County Board of Supervisors Policy A-97 sets forth the procedures for filing and resolution of protests related to this RFB. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at <http://www.SanDiegoCounty.gov/> under the Clerk of the Board's page.

All protests must be filed in accordance with Board Policy A-97, which requires among other things that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package, and be based on a protestable action and established grounds for protest.

10. RESERVED

11. OFFEROR COMMUNICATIONS

11.1. If Offeror issues any public announcement or otherwise engages in communication that, in the County's sole determination, compromises the integrity of this RFB process or attempts to restrain competition, Offeror may be removed from consideration for award.

11.2. Audio and/or video recording of pre-bid conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFB are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. CLAIMS AGAINST THE COUNTY

Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFB or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).

13. SOLICITING EMPLOYEES

Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

14. PROHIBITED CONTRACTS

14.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

14.2. Offeror certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

15. CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662

In compliance with California Revenue and Taxation code section 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed FTB Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response is still valid, Offeror should submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The County will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance. Franchise Tax Board Websites:

- <https://www.ftb.ca.gov>
- <https://www.ftb.ca.gov/forms/Search/Home/FormRequest/1619>
- <https://www.ftb.ca.gov/forms/search/>

If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

16. W-9 FORM

If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

(Remainder of this page left blank)

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS
SUBMITTAL ITEMS

Offeror shall provide the requested supplemental information in response to the following Submittal Items in support of the County’s pre-award survey evaluation of responsiveness and responsibility. The failure to respond to all of the following Submittal Items may be grounds for the County to find the bid non-responsive.

Do not include any information in your response to these Submittal Items that modifies or conflicts with the requirements of this bid, including the Statement of Work and Agreement.

If confidential/proprietary information is required to respond to these Submittal Items, include it in a separate CONFIDENTIAL/PROPRIETARY exhibit in accordance with section 2.6 of the RFB Instructions and Rules.

Additional Supporting information is not required for this RFB. Do not submit any additional information other than the required bid forms.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
 DEPARTMENT SHERIFF'S DEPARTMENT
 INMATE UNIFORM PANTS AND SHIRTS
BID COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Bid

DESCRIPTION

Request for Bids (RFB) 10826	Inmate uniform pants & shirts
------------------------------	-------------------------------

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION	REPRESENTATIVE AUTHORIZED TO SIGN OFFER
Company/Organization Name	Authorized Representative Name
Address	Authorized Representative Title
()	Authorized Representative Email Address
Telephone Number	()
Website Address	Authorized Representative Telephone Number
()	Authorized Representative Mailing Address
Fax Number (optional)	

AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative)
 County communications to Offeror regarding this RFB will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

POC Name	POC Email Address
POC Title	()
	POC Telephone Number

POC Mailing Address

ACKNOWLEDGEMENT OF ADDENDA

Bidder Acknowledges Addendum 1 [] 2 [] 3 [] 4 [] 5 [] additional _____

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid on behalf of the Offeror listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror agrees that if its bid is accepted, Offeror shall be bound by the Agreement included in the RFB.

 Authorized Representative Signature Date

NOTICE OF ACCEPTANCE OF SUCCESSFUL BID

(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:	COUNTY OF SAN DIEGO: By: JOHN M. PELLEGRINO, Director DATE
TOTAL AMOUNT:	NAME & TITLE OF CONTRACTING OFFICER
AWARD NO.:	

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

For-profit Non-profit Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? Yes No

3.2. Are you certified by the State of California as a:

Disabled Veteran Business Enterprise(DVBE)

Certification #: _____

Small Business Enterprise (SBE)

Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

Veteran Owned Small Business (VOSB)

Certification # _____

Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____%

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4 Are proposed for debarment by any state, local, or federal department or agency.

4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____ Signature: _____

Title: _____ Date: _____

Company/Organization: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS
NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego (“County”) and Offeror Company/Organization Name: _____ (“Offeror”) with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror’s submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled “*EXHIBIT – CONFIDENTIAL/PROPRIETARY*” containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County’s ongoing non-disclosure of Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror’s representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as “Claims”), related to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs, which arise out of or are in any way connected to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	_____
Authorized Representative Name:	_____
Authorized Representative Title:	_____
Signature: _____	Date: _____

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS
DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. The County DVB program recognizes the State of California DVBE certification, which may be found at <http://www.dgs.ca.gov/PD> and the federal SDVOSB certification, which may be found at <https://www.va.gov/osdbu/verification/> .

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS
AGREEMENT

RFB 10826

INMATE PANTS AND SHIRTS

AGREEMENT

INCLUDES:

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS
AGREEMENT

I This agreement (“Agreement”) is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and (“Contractor”). For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements, and Exhibit C Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; fifth (5th) Exhibit A-1; and sixth (6th) Exhibit A-2.

The initial term of this Agreement shall begin on the date of the last signature below and end on ____ 20__ (“Initial Term”).

Option to Extend. The County shall have the option to extend the term of this Agreement for ____ increments of ____ year(s) each for a total of ____ years beyond the expiration of the Initial Term, not to exceed _____, 20__, pursuant to Exhibit C Payment Schedule or other applicable pricing provisions of this Agreement. Unless County notifies Contractor in writing not less than thirty (30) days prior to the expiration date that the County does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months (“Incremental Options”). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

2. Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement. To the extent not in conflict with Exhibits A and A-1, Contractor shall perform all work under this Agreement in strict conformance to its bid, included herein by this reference, unless modified in accordance with this Agreement.
3. Payment. Pursuant to Exhibit C or other applicable pricing provisions of this Agreement, County agrees to a maximum Agreement amount of _____ (\$#####), in accordance with exhibit C Pricing schedule.

Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, or (ii) County receipt of a correct and substantiated invoice. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

4. Sales and Use Tax. On invoices, Contractor shall show any sales or use tax as separate items, giving permit number authorizing collection of use tax. Contractor shall deduct any cash discount before computing sales or use Tax.

5. Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County’s or Contractor’s representative designated below (or such party’s authorized representative). Any such notice shall be deemed received by the party (or such party’s authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

FOR COUNTY:	FOR CONTRACTOR:
#Name and Title #Address #Address #Phone, FAX and email [#Optional] Above contact is designated as the Contracting Officer’s Representative for this Agreement (“COR”).	#Name and Title #Address #Address #Phone, FAX and email

6. Compliance with Laws. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws, and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

7. County Policies and Requirements. Without limiting Section 7 above, Contractor shall specifically comply with the following, as applicable:
 - a. Board of Supervisors Policy A-79, Interlocking Directorates
 - b. Board of Supervisors Policy A-120, Zero Tolerance for Fraudulent Conduct in County Services
 - c. Board of Supervisors Policy B-67, Environmentally Preferable Procurement
 - d. Board of Supervisors Policy C-25, County of San Diego Drug and Alcohol Use Policy
 - e. Section 32.801, et seq. of the San Diego County Code of Regulatory Ordinances, Prohibitions of AIDS Discrimination
 - f. Article IIIk (Section 84, et seq.) of the San Diego County Administrative Code, Affirmative Action Program for Vendors

8. DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business (“DVB”) requirements and forms, such requirements and Contractor’s submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor’s DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g. term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor’s compliance with such requirements.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

9. Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per Section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.
10. Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
11. Lobbying. Contractor shall comply with the lobbying ordinances of the County and ensure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
12. Americans With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
13. Religious Activity Prohibited. There shall be no religious worship, instructions, or proselytization as part of or in connection with the performance of this Agreement.
14. Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of work hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any work hereunder.
15. Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

16. Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
17. Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (Section 10800, et seq.) of the CCR and California Dept. of Social Services Manual of Policies and Procedures (CDSS MPP) Division 19.
18. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this Section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this Section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
19. Debarment, Exclusion, Suspension, and Ineligibility. Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency;
 - Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft,

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

- c. Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above;
- d. Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, state, or local) terminated for cause or default.

Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section on an ongoing basis. Such disclosure shall be made in writing within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

- 20. Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement
- 21. California Political Reform Act and Government Code Section 1090, et seq. Contractor acknowledges that the California Political Reform Act (“Act”), Government Code section 81000 et seq., provides that contractors hired by a public agency, such as County may be deemed to be a “public official” subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified “conflicts of interest” relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 22. Prohibited Agreements. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
 - a. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
 - b. Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
 - c. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
 - d. Profit making firms or businesses in which the former employees described in subsection c. serve as officers, principals, partners or major shareholders.

Contractor certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above during the term of this Agreement.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

23. Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this Section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this Section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

24. Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B, Insurance Requirements, attached hereto.
25. Maintenance of Records. Contractor shall maintain and keep available all records within the County of San Diego for a minimum of three (3) years from the ending date of this Agreement unless a longer period is specified in the Statement of Work or unless County agrees in writing to an earlier disposition.
26. Audit Right. Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

Authorized federal, State and County representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

government auditing standards as described in Government Auditing Standards, published for the United States General Accounting Office.

27. Termination for Convenience. The County may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor, as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- a. The unit or pro rata price for any delivered and accepted portion of the work.
 - b. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the work, provided compensation hereunder shall in no event exceed the total price.
 - c. In no event shall the County be liable for any loss of profits on the work or portion thereof so terminated.
 - d. County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - i. Improperly submitted claims, or
 - ii. Any failure to perform the work in accordance with the Statement of Work, or
 - iii. Any breach of any term of condition of the Agreement, or
 - iv. Any actions under any warranty, express or implied, or
 - v. Any claim of professional negligence, or
 - vi. Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
28. Termination for Default. The County may, by written notice of default to the Contractor, terminate this Agreement in whole or in part, should the Contractor fail to make satisfactory progress, fail to perform within the time specified, or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the Contractor shall be liable for the difference between the prices set forth in this Agreement and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 28, Termination for Convenience.
29. Full Cost Recovery of Investigation and Audit Costs. Contractor shall reimburse County (by direct payment or County withholding of payment, at County's sole discretion) for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.
30. Disallowance. In the event the Contractor receives payment for work under Agreement that is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.
31. Warranty. Contractor agrees that any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

or reduce, any rights afforded to County by any other provision of this Agreement or by any applicable Uniform Commercial Code warranties.

32. Assignment. This Agreement is assignable by County. Except as to any payment due hereunder, this Agreement is not assignable by Contractor without written approval of County.
33. Delivery. Unless otherwise specified in writing in this Agreement, all shipments shall be F.O.B. point of destination. County shall not be liable for freight or handling charges except as stated in this Agreement. Transportation receipts, if allowed under the Agreement, must accompany invoice.
34. Changes. The Director of Purchasing and Contracting or designee is the only County official authorized to modify this Agreement. The County may at any time, by written order, make changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both. No other modification of this Agreement shall be valid unless it is in writing and signed by both parties.
35. Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition.
36. Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
37. Timeliness. Time is of the essence for each provision of this Agreement.

[#Optional Provisions – include any applicable provisions]

38. Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.
39. Cartwright Act. Following receipt of final payment under this Agreement, Contractor assigns to the County 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 Contractor for sale to the County under this Agreement.
40. Prevailing Wage. Work to be performed by Contractor in accordance with this Agreement is a "public work" under Labor Code section 1720, et seq. and is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. If Contractor will receive federal funds, this Agreement may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this Agreement are paid the correct rate of prevailing wages. Contractor waives and releases any rights it may have under Labor Code section 1726 and 1781 to seek recovery of costs from the County. When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA 92123, and are available from the Department of Industrial Relations on the internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

Contractor acknowledges that because portions of the work to be performed by Contractor may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Agreement. Contractor certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

- a. If a worker is paid less than the prevailing wage rate owed for a day or portion of a day, Contractor shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;
- b. Contractor shall maintain and make available payroll and worker records in accordance with Labor Code sections 1771.4(a)(3), 1776 and 1812;
- c. If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code section 1777.5;
- d. Contractor is aware of the limitations imposed on overtime work by Labor Code section 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Contractor shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to a) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; b) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and c) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate;
- f. In accordance with 40 USC § 3143, all or part of this Agreement may be terminated for failure to pay the required prevailing rate of wages;
- g. In accordance with 8 Cal. Code Reg. section 16451(d), the applicable prevailing wage determinations shall be posted at each job site and Contractor will be responsible for posting the notice required by 8 Cal. Code Reg. section 16451(d) at each job site. Posters are available on the CMU website, at the Division of Labor Standards Enforcement District Offices or by emailing a request to CMU@dir.ca.gov; and
- h. Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1 pertaining to the registration of contractors pursuant to Labor Code section 1725.5. Registration and all related requirements of those sections must be maintained throughout the term of this Agreement. This project is a "public work" in accordance with Labor Code §1720, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the Agreement are paid the correct prevailing rate of wages. The County has obtained from the director of the Department of Industrial Relations general prevailing wage determinations for the locality in which the work is to be performed. The determinations are on file and available in the County of San Diego Department of Purchasing and Contracting; 5560 Overland Ave., Ste. 270, San Diego, CA 92123-1204 and are available from the Department of Industrial Relations on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

REQUIRED FEDERAL PROVISIONS

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

[#CONTRACTOR NAME]

By: _____

By:

[#Name and Title]

[#Name and Title]

Date: _____

Date:

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS
EXHIBIT A – STATEMENT OF WORK

1. GENERAL

- 1.1. The San Diego County Sheriff’s Department, Re-Entry Services Division require a one year Blanket Purchase Agreement (BPA) with four (4) one year options for Uniform Shirts and Pants as listed in the EXHIBIT C – PRICING SCHEDULE (below).

2. SPECIFICATIONS

- 2.1 Cotton/Poly blend unisex shirts and pants
- 2.2 Sizes Small through 8X.
- 2.3 Collars, cuffs and waistbands are cover seamed and ribbed.
- 2.4 Elastic cuff and waistband.
- 2.5 No Pockets
- 2.6 Colors:
 - 2.6.1 Blue (Pantone Color 19-4025 TPX)
 - 2.6.2 Green (Pantone Color 17-6153 TPX)
 - 2.6.3 Tan (Pantone Color 16-1315 TPX)
 - 2.6.4 White (Pantone Color 11-0601 TPX).
- 2.7 Maximum allowable shrinkage is 5%
- 2.8 Screen Printed with "SD JAIL" in Impact Font
 - 2.8.1 Pants- H- 1 ½" x W- 2 ¼"
 - 2.8.2 Shirt- H- 2 ½" x W- 2"
 - 2.8.3 White screen printing for Blue and Green uniforms
 - 2.8.4 Black screen printing for White and Tan uniforms
- 2.9 Color Coded size labels may be required (as a County option)

3. ORDER & DELIVERY SPECIFICATIONS

- 4.1. The Sheriff’s Department shall confirm all orders in writing to the vendor.
- 4.2. Vendor shall give the Sheriff's contact person at least 36 hour notice prior to delivery to ensure that operations do not preclude delivery upon arrival at East Mesa Central Warehouse. The contact person at East Mesa Central Warehouse is Roberto Quinones at (619) 661-2873.
- 4.3. All orders shall be delivered no later than 40 business days after vendor receives Sheriff's Department's order confirmation in writing. If color coded size tags are included on the order, an additional 14 business days will be allowed.
- 4.4. Delivery shall be included at no additional cost for all orders.
- 4.5. All orders shall be shipped FOB destination to:
 - East Mesa Central Warehouse
 - 446 Alta Road, Bay 23
 - San Diego, CA 92158
- 4.6. Delivery hours are 7:00 a.m. - 2:30 p.m. Monday through Friday. The facility is unable to accept deliveries on County Holidays.
- 4.7. The truck shall be loaded in a manner that allows easy forklift and pallet jack conveyance to unload the truck.
- 4.8. PACKAGING: The uniform shirts/pants shall be packed and delivered in master pack cases holding no more than 50 shirts/pants.
- 4.9. PALLETIZED DELIVERY: All shipments shall be strapped down and it must be labeled with the following information:

Name and address of vendor

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

San Diego County PO #
Corresponding Release #
Item Description
Addressee name and address

- 4.10. The product shall meet all specifications for all shipments. The vendor shall guarantee the same specifications for all products shipped, or shall send a sample and get prior Sheriff's approval for any variation of the product before shipment.
- 4.11. Vendor shall also guarantee that the product shall be new, unused, and free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the Sheriff's Department if the product does not meet specification and if defects are discovered upon receipt.
- 4.12. The Sheriff's Department shall be given credit for damaged and returned items within five (5) business days.
- 4.13. There shall be no restocking fee or other charges for returns of damaged or incorrect items.
- 4.14. Any adjustment or variation to the product, packaging, shipping or delivery requirements without prior written approval by the Sheriff's Department shall be rejected at vendor's cost.

5. INVOICING/PAYMENT/DEPARTMENT CONTACT

Invoices shall be sent to San Diego County Sheriff Dept, East Mesa Central Warehouse, 446 Alta Road, Bay 23, San Diego, CA 92158, direct line (619) 661-2873, fax (619) 661-2942.

6. SAMPLES

- 6.1. Samples will be required within five (5) business days of the County's notice of intent to award for approval. Samples shall be inspected to confirm they meet requirements and are the same quality and appearance, for uniformity, with uniforms already in use:

Delivery address for samples:

County of San Diego
Department of Purchasing and Contracting
5560 Overland Avenue, Suite 270
San Diego, CA 92123-1204

Attn: XXXXX
Re: RFB 10826

- 6.2. Samples will be provided at the vendor's own expense. If return of the samples is required, a pre-paid label with clear return instruction shall be included with the shipment. Samples are to be returned without any cost whatsoever to the County.
- 6.3. Samples may be retained for up to two (2) weeks.
- 6.4. Samples not provided within the 5 business days noted in Section 6.1 will result in the supplier being deemed non-responsive.

7. SCREEN PRINTING

- 7.1 1 ½" letters in Impact Font, Pants- H- 1 ½" x W- 2 ¼"; Shirt- H- 2 ½" x W- 2"
- 7.2 Location for pants is Left, 8" from waist, vertical
- 7.3 Location for shirts is back, centered 2 ½" down from collar, horizontal
- 7.4 White screen printing for Blue and Green uniforms

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF’S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

7.5 Black screen printing for White and Tan uniforms

8. COLOR CODED SIZE TAGS

8.1 Color Coded Size Tags are optional and are ordered at the discretion of the Sheriff’s Department.

8.2 Location of the size tag is center of collar, inside and out.

8.2.1 Tag on pants must only show ½" on the outside. Tag will go to the bottom of the elastic waistband on the inside.

8.2.2 Tag for shirts must only show 1 ½ " on the outside. Tag will go to the bottom of the collar on the inside.

8.3 Color/Size chart:

- 8.3.1 Small – Rust
- 8.3.2 Medium – White
- 8.3.3 Large – Green
- 8.3.4 XL – Gold
- 8.3.5 2X – Yellow
- 8.3.6 3X – Orange
- 8.3.7 4X – Blue
- 8.3.8 5X – Dark Green
- 8.3.9 6X – Grey
- 8.3.10 7X – Tan
- 8.3.11 8X – Black

9. MEASUREMENTS

9.1 Measurements for each size of shirt and pant must meet the following guidelines or fall within any specified ranges listed on the measurement chart below.

Pants:

Shirts

Size	Waist	Inseam	Size	Length	Chest	Waist
Sm	28" - 30"	31"	Sm	25.5"	36"	32"
Med	32" - 34"	34"	Med	26"	39"	34"
Lg	36" - 38"	35"	Lg	27.5"	42"	37"
Xlg	38" - 40"	36"	Xlg	30"	45"	41"
2X	42" - 44"	36"	2X	30"	48"	45"
3X	46" - 48"	36"	3X	30"	52"	49"
4X	48" - 50"	36"	4X	30"	56"	53"
5X	50" - 52"	36"	5X	30"	60"	57"
6X	52" - 54"	36"	6X	30"	64"	61"
7X	54" - 56"	36"	7X	30"	68"	65"
8X	56" -58"	36"	8X	30"	72"	69"

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

EXHIBIT B – INSURANCE REQUIREMENTS

RESERVED

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS
EXHIBIT C – PAYMENT SCHEDULE
(Submit completed Payment Schedule with your bid)

Exhibit C - Payment Schedule – PLEASE SEE ATTACHED EXCEL SHEET

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 10826)
DEPARTMENT SHERIFF'S DEPARTMENT
INMATE UNIFORM PANTS AND SHIRTS

Payment Terms.

Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, or (ii) County receipt of a correct and substantiated invoice. Payment shall be deemed to have been made on the date the County submits electronic payment or mails a warrant or check. Contractor may offer County a prompt payment discount or other more favorable payment terms at any time during the term of the Agreement, which the County may accept or not accept at its discretion. If Contractor qualifies as a Small Business or Veteran Owned Business, County may authorize more favorable payment terms in accordance with Board of Supervisor's Policy B-53 Small Business Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program.

Prices

Prices shall be fixed during the performance of the Agreement and not subject to adjustment except as explicitly set forth in this Agreement. Bidder accepts the risk of any changes to bidder's costs during the term of the Agreement.

Estimated Quantities

Any estimated quantities are provided solely for evaluation of bids and are not guarantees by the County. The successful bidder(s) shall not be entitled to price adjustment or other relief on the basis of any variance from estimated quantities.