

ABSTRACT: RFB 6216	OPENING DATE: November 18, 2013
SOLICITATION NO: 6216	SUPPLIES OR SERVICES: Bath Towels

OFFEROR / BIDDER	
Mission Linen Supply	\$ 30,195.00 Mission Linen Supply has withdrawn their bid
Charm-Tex	\$ 150,930.00
T Roberts Fabrics	\$ 142,560.00
Material Imports	\$ 153,495.00
RC Consolidated Services	\$ 122,175.00
American Textile Systems	\$ 128,250.00
ICS Jail Supplies	\$ 254,925.00
Tabb Textile Company	\$ 143,190.00
Bob Barker Company	\$ 217,980.00
American Tex-Chem	\$ 125,865.00
Acme Supply Company	\$ 127,575.00

BIDS TO DEPARTMENT:  
DATE: \_\_\_\_\_

DISTRIBUTION:  
\_\_\_ FRONT DESK  
\_\_\_ PCO/PS

Received \_\_\_\_\_

DATE: 11/18/13

BID CLERK: *[Signature]*  
BID OFFICER: *[Signature]*

This abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award Survey, and the bid being non responsive.

**BIDS RECEIVED**

SECTION A  
 COUNTY OF SAN DIEGO  
**REQUEST FOR BID**  
 THIS IS NOT AN ORDER

Date Issued October 18, 2013  
 RFB No. 6216

**MAIL OR DELIVER TO:**  
 DEPARTMENT OF PURCHASING AND CONTRACTING  
 COUNTY OF SAN DIEGO, **RFB NO. 6216**  
 5560 OVERLAND AVENUE, SUITE 270  
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL  
 Martha Trevejo, Sr. Procurement Specialist,  
[Martha.Trevejo@sdcounty.ca.gov](mailto:Martha.Trevejo@sdcounty.ca.gov) 858.505.6527

BID OPENING DATE: November 18, 2013

Bids must be received at the  
 upper left address prior to 11:00 A.M.  
 on the date of the Bid Opening.

UNSPSC Commodity Code: 521217.0000

AWARD: WILL BE MADE TO THE LOWEST  
 RESPONSIVE RESPONSIBLE BIDDER  
 BASED ON:

- ALL OR NONE       EACH LOT  
 TOTAL PRICE       EACH ITEM  
 OTHER (SEE PRICING SCHEDULE)

PLEASE STATE YOUR LOWEST PRICE,  
 F.O.B. DESTINATION AND  
 BRAND NAME OR TRADE NAME  
 IF APPLICABLE.

(PLEASE USE TYPEWRITER OR BLACK INK)  
**Envelope must include RFB No. 6216**

DESCRIPTION

THE COUNTY OF SAN DIEGO SHERIFF DEPARTMENT HAS A REQUIREMENT FOR BATH TOWELS IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL CONTRACT TERM: 01-JAN-2014 THRU 31-DEC-2014

1<sup>ST</sup> OPTION PERIOD: 01-JAN-2015 THRU 31-DEC-2015

2<sup>ND</sup> OPTION PERIOD: 01-JAN-2016 THRU 31-DEC-2016

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH YEAR IN THE TERM PERIOD IDENTIFIED ABOVE. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON ALL ITEMS FOR ALL YEARS, IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

**THE COUNTY OF SAN DIEGO RESERVES THE RIGHT TO AWARD TO A PRIMARY AND SECONDARY SUPPLIER.**

Bidder acknowledges Addendum No. 1  2  3  4  5

SUBJECT TO ACCEPTANCE WITHIN [90] DAYS	PAYMENT TERMS NET 30 OR    %    day
NAME AND ADDRESS OF BIDDER (Type or Print) MISSION LINEN Supply Street, City, State, Zip 7912 OSTRAND ST., SAN DIEGO CA 92111	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:  Rick Dentith. Branch mgr
Telephone: (858) 268-9462 Fax Number (858) 268-9466	SIGNATURE <i>R. Dentith</i> OFFEROR DATE 10/31/13.

**NOTIFICATION OF AWARD**  
 (This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:	COUNTY OF SAN DIEGO
	BY: _____ DATE _____
	JOHN M. PELLEGRINO, Director

TOTAL AMOUNT	AWARD NO.	NAME AND TITLE OF CONTRACTING OFFICER
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**Pricing Schedule for RFB# 6216 - Bath Towels**

				BASE PERIOD PRICING: JAN 1, 2014 TO DEC 31, 2014		FIRST OPTION PERIOD: JAN 1, 2015 THROUGH DEC 31, 2015	
Item	Description	Unit of Measure	Annual Usage	Unit Cost	Extended Price	Unit Cost	Extended Price
1	Bath Towels; size: 20" X 40"	Dozen	4,500	2	\$ 9,585.00	\$ 2.24	\$ 10,080.00

**COMPANY NAME:** Mission Linen Supply

**CONTACT NAME:** Marilyn Resto

**PHONE NUMBER:** 760-828-1851

**FAX NUMBER:** 858-268-9466

**EMAIL ADDRESS:** mresto@missionlinen.com

<b>SECOND OPTION PERIOD: JAN 1, 2016 THROUGH DEC 31, 2016</b>		
<b>Unit Cost</b>	<b>Extended Price</b>	<b>TOTAL FOR ALL YEARS</b>
\$ 2.34	\$ 10,530.00	\$ 30,195.00
		<b>BASIS OF AWARD</b>

**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.

**1. NOT-FOR-PROFIT ORGANIZATIONS**

Attach proof of status and omit Paragraph 3.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

**3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE**

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency:   N/A  

Certification #: \_\_\_\_\_

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

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

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. 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; and
- 4.3. 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 4.2 of this certification; and

4.4. 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.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

**5. CERTIFICATE OF CURRENT COST OR PRICING**

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

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. 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 Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which 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; and

6.3. 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.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 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:   N/A  

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

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

NEXT BID

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 COUNTY OF SAN DIEGO  
**REQUEST FOR BID**  
 THIS IS NOT AN ORDER

Date Issued October 18, 2013  
 RFB No. 6216

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 5560 OVERLAND AVENUE, SUITE 270  
 SAN DIEGO, CA 92123

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 || Martha Trevejo, Sr. Procurement Specialist,  
 || [Martha.Trevejo@sdcounty.ca.gov](mailto:Martha.Trevejo@sdcounty.ca.gov) 858.505.6527

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|| PLEASE STATE YOUR LOWEST PRICE,  
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Bidder acknowledges Addendum No. 1  2  3  4  5

SUBJECT TO ACCEPTANCE WITHIN [90] DAYS	PAYMENT TERMS NET 30 OR % day
NAME AND ADDRESS OF BIDDER (Type or Print) CHARM - TEX Street, City, State, Zip 1618 Coney Island Ave. Brooklyn NY 11230 Telephone: (78) 252-8100 Fax Number (78) 258-8303	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER: Stan Danziger VP of Sales SIGNATURE <i>[Signature]</i> OFFEROR DATE 11/12/13

**NOTIFICATION OF AWARD**  
 (This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:	COUNTY OF SAN DIEGO
	BY: _____ DATE _____
	JOHN M. PELLEGRINO, Director

TOTAL AMOUNT	AWARD NO.	NAME AND TITLE OF CONTRACTING OFFICER
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TABLE OF CONTENTS

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**SIGN AND RETURN ALL SECTIONS**

**SECTION A REQUEST FOR BID AND GENERAL INFORMATION**

1. REQUEST FOR BID .....A-1  
2. TABLE OF CONTENTS ..... A-2/3  
3. REPRESENTATIONS AND CERTIFICATIONS ..... A-4  
4. STATEMENT OF WORK..... A-5/6  
5. PRICE SCHEDULE – SEPARATE ATTACHMENT IN EXCEL.....A-7  
6. PUBLIC AGENCY/RENEWAL.....A-8  
7. COUNTY CONTRACTOR PARTICIPATION (JULY 2008).....A-8  
8. AUTOMATIC CONTRACT RENEWAL .....A-8  
9. CALIFORNIA REVENUE AND TAXATION CODE SECTION.....A-8  
10. FRANCHISE TAX BOARD WEBSITES.....A-8

**SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS**

1. PRICING YOUR BID.....B-1  
2. SUBMITTING YOUR BID .....B-1  
3. EVALUATION AND AWARD .....B-2  
4. PROTEST PROCEDURES.....B-2  
5. LOCAL BUSINESS PREFERENCE.....B-2

**SECTION C STANDARD TERMS AND CONDITIONS**

1. DEFINITIONS.....C-1  
2. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED ..... C-1  
3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST ..... C-1  
4. CAL OSHA .....C-1  
5. FORMAL BIDS .....C-1  
6. DELIVERY.....C-1  
7. INSPECTION..... C-1  
8. TERMINATION FOR DEFAULT ..... C-1  
9. TERMINATION FOR CONVENIENCE ..... C-2  
10. TITLE .....C-2  
11. VARIATIONS IN SPECIFICATIONS.....C-2  
12. HAZARDOUS SUBSTANCES.....C-2  
13. PROHIBITED CONTRACTS ..... C-2  
14. ESTIMATED QUANTITIES.....C-3  
15. AVAILABILITY OF FUNDING.....C-3  
16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES .....C-3  
17. DUTY TO INQUIRE.....C-3  
18. DISPUTES ..... C-4  
19. CHANGES..... C-4  
20. ASSIGNABILITY .....C-4  
21. INDEMNITY .....C-4  
22. CONDUCT OF CONTRACTOR.....C-4  
23. DISALLOWANCE .....C-5  
24. GOVERNING LAW .....C-5  
25. AUDIT AND INSPECTION OF RECORDS .....C-5  
26. PATENT AND COPYRIGHT INFRINGEMENT .....C-5  
27. CONTRACTOR REPRESENTATION .....C-5  
28. WARRANTY.....C-5  
29. INSURANCE.....C-6  
30. PERMITS, NOTICES, FEES AND LAWS ..... C-6  
31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH .....C-6  
32. FINDINGS CONFIDENTIAL .....C-6  
33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL.....C-6

34.	<u>NOTICE</u> .....	C-6
35.	<u>PRODUCT IDENTIFICATION AND LABELING</u> .....	C-6
36.	<u>DRUG &amp; ALCOHOL FREE WORKPLACE</u> .....	C-7
37.	<u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u> .....	C-7
38.	<u>INVOICES</u> .....	C-7
39.	<u>CONTRACT ADMINISTRATION</u> .....	C-7
40.	<u>CONTRACT PROGRESS MEETING</u> .....	C-8
41.	<u>INDEPENDENT CONTRACTOR</u> .....	C-8
42.	<u>SUBCONTRACT FOR WORK OR SERVICES</u> .....	C-8
43.	<u>INTEREST OF CONTRACTOR</u> .....	C-8
44.	<u>LICENSING</u> .....	C-8
45.	<u>CONTRACT EXTENSION OPTION</u> .....	C-8
46.	<u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u> .....	C-9
47.	<u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u> .....	C-9
48.	<u>SEVERABILITY</u> .....	C-9

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Department of Purchasing and Contracting  
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Certification #: \_\_\_\_\_

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- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. 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; and
- 4.3. 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 4.2 of this certification; and

- 4.4. 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.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.
- 4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
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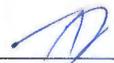
By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. 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 Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
  - 6.2. Unless otherwise required by law, the prices which 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; and
  - 6.3. 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.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 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: Stan Danziger

Signature: 

Title: VP of Sales

Date: 11/2/13

Company/Organization: Charm-Tea

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

Add latest Reps and Certs PDF Adobe to this page – DPC 201 (07-28-11)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

**1. Specifications:**

- 1.1 The bath towels shall be 20" X 40" in finished size with a minimum weight of 8 pounds per dozen.
- 1.2 Blend should be 84% cotton and 16% polyester.
- 1.3 **Only first quality shall be accepted.**

**2. Sample and Testing:**

- 2.1 A sample of one (1) dozen of the towels shall be provided at vendor's expense for testing.
  - 2.1.1 Samples are to be submitted with the bid to be considered responsive. The County shall have the right to review the samples to determine if submitted sample is acceptable.
  - 2.1.2 Samples must meet specifications to be considered.
  - 2.1.3 The County's decision to award is contingent upon its acceptance of the products provided in the sample.
  - 2.1.4 During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the vendor be permitted to increase prices on the basis of substituted item(s).
  - 2.1.5 Samples will not be returned.
- 2.2 Sample towels shall be tested for Shrinkage Tolerance: No more than 14% along the warp way (length) and maximum of 8% along the fill way (width) of the stated finished size of 20" x 40". Finished size and minimum weigh are after shrinkage.

**3. Order and Delivery:**

- 3.1 The total units of towels required are up to 4,500 dozens for the initial year and 4,500 dozens for each of the two option years.
- 3.2 The estimated number of orders per year is five to six times via submitted individual releases in varying number of dozens and up to 4,500 dozens total per year.
- 3.3 Each order shall be packaged and delivered as follow:
  - 3.3.1 Towels must be packed and delivered at 5 dozens per box.
  - 3.3.2 All boxes must be palletized and strapped down. Each pallet must be labeled with the following information:
    - 3.3.2.1 Name and Address of Vendor
    - 3.3.2.2 San Diego County BPA #
    - 3.3.2.3 Corresponding Sub Order #
    - 3.3.2.4 Item Description
    - 3.3.2.5 Addressee Name and address
- 3.4 Delivery shall be received to the following location **within 14 days of order placed:**
  - East Mesa Central Warehouse
  - 446 Alta Road, Bay 23
  - San Diego, CA 92158
  - Attn: Robert Quinones
- 3.5 Delivery Hours: 0700 - 1430 Monday through Friday (Closed on Holidays)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

3.6 For all the above shipment, the product shall meet specifications. The vendor shall guarantee the same specifications for all products shipped or shall send a sample and get prior approval before shipment. Vendor shall also guarantee that the product will be free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the county if the product does not meet specification and if defects are discovered upon receipt.

**4. Award:**

- 4.1 Award shall be based on the lowest price for the item meeting all specifications and requirements stated.
- 4.2 The County of San Diego reserves the right to award to a primary and secondary Supplier. The Secondary Supplier will be used when the Primary Supplier cannot meet requirements stated on the RFB at time of order placement.

**5. Department Contact:**

All invoices and inquiries shall be directed to the Contracting Officer's Representative (COR) at:

San Diego County Sheriff's Department  
East Mesa Central Warehouse  
C/o Roberto Quiñones  
446 Alta Road, Bay 23  
San Diego, CA. 92158

**SECTION A**

**PRICING SCHEDULE**

ENTER PRICING ON EXCEL WORKBOOK (POSTED AS SEPARATE DOCUMENT TO BUYNET).  
THERE IS ONE WORKSHEET FOR ALL TERM PERIODS INCLUDING GRAND TOTAL

SUBMIT ORIGINAL HARDCOPY OF PRICING SCHEDULE WORKSHEET WITH YOUR BID.

INSERT YOUR PRINTED PRICING SCHEDULE WORKSHEET AFTER THIS PAGE.

**Pricing Schedule for RFB# 6216 - Bath Towels**

Item	Description	Unit of Measure	Annual Usage	BASE PERIOD PRICING: JAN 1, 2014 TO DEC 31, 2014		FIRST OPTION PERIOD: JAN 1, 2015 THROUGH DEC 31, 2015		SECOND OPTION PERIOD: JAN 1, 2016 THROUGH DEC 31, 2016		TOTAL FOR ALL YEARS
				Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	
1	Bath Towels; size: 20" X 40"	Dozen	4,500	11	\$ 50,310.00	\$ 11.18	\$ 50,310.00	\$ 11.18	\$ 50,310.00	\$ 150,930.00
										<b>BASIS OF AWARD</b>

<b>COMPANY NAME:</b>	CHARM-TEX
<b>CONTACT NAME:</b>	STAN DANZGER
<b>PHONE NUMBER:</b>	718-252-8100 X 107
<b>FAX NUMBER:</b>	718-258-8303
<b>EMAIL ADDRESS:</b>	STAN@CHARM-TEX.COM

**PUBLIC AGENCY PARTICIPATION (July 2008)**

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

**COUNTY CONTRACTOR PARTICIPATION (July 2008)**

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

**AUTOMATIC CONTRACT RENEWAL (July 2008)**

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed 31-Dec-2018.

**WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:**

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. 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 you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**FRANCHISE TAX BOARD WEBSITES:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

**SECTION B**  
**COUNTY OF SAN DIEGO'S**  
**INSTRUCTIONS FOR COMPLETING REQUEST FOR BID**  
**AND PRE-AWARD REQUIREMENTS**

Rev 01/04

**1. PRICING YOUR BID**

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 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.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty- (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

**2. SUBMITTING YOUR BID**

- 2.1 Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 5560 Overland Avenue, Suite 270, San Diego, California 92123, by 11:00 a.m. on the day specified. Bids will be publicly opened at that time.
- 2.2 Failure to bid on authorized County form may be cause for rejection of bid.
- 2.3 Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
- 2.4 Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
- 2.5 The County's primary means of providing bids and addenda is the County BuyNet Internet website:
- 2.6 No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County BuyNet website.
- 2.7 Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.
- 2.8 Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.
- 2.9 Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

- 2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

3. **EVALUATION AND AWARD**

- 3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.
- 3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

4. **PROTEST PROCEDURES**

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made **prior** to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

**For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.html>

5. **LOCAL BUSINESS PREFERENCE**

Responsive bids from responsible local San Diego County businesses shall be given preference for award over bids received from non-local businesses. "Local Business" is defined as a business with a valid license issued by a city within the County, employing San Diego residents, and with a verifiable address within the County, or a business employing San Diego residents and with a verifiable address in an unincorporated area of the county. Post Office Boxes do not qualify as verifiable local business addresses. If a tie bid occurs between a local business and a non-local business, award shall be made to the local business.

If the lowest responsible, responsive bid is submitted by a non-local business, one percent (1%) shall be subtracted from the lowest responsive, responsible bid submitted by a local business in evaluating the bids for award. If application of the one percent (1%) factor results in the local business bid being equal to or lower than the non-local business bid, contract award will be made to the local business at the local business bid price, except for public works and construction bids, or if prohibited by State or Federal law.

**SECTION C**  
**TERMS & CONDITIONS OF REQUEST FOR BIDS**  
**AND RESULTANT CONTRACT OR PURCHASE ORDER**

1. **DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

2. **DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED** (Rev. 11/97)

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

3. **ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

4. **CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. **FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the even of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

6. **DELIVERY**

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

7. **INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

8. **TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to

specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 8.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 9. **TERMINATION FOR CONVENIENCE**

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 9.1. The unit or pro rata price for the delivered and accepted portion.
- 9.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 9.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 9.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 10. **TITLE**

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

#### 11. **VARIATIONS IN SPECIFICATIONS**

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

#### 12. **HAZARDOUS SUBSTANCES** (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

#### 13. **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that 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:

- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section 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
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

14. **ESTIMATED QUANTITIES** (March 1993)

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

15. **AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

16. **INSPECTION OF SERVICE/MATERIALS/SUPPLIES**

- 16.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 16.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

17. **DUTY TO INQUIRE**

Should an Offeror find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer/Procurement Specialist in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

**18. DISPUTES**

- 18.1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.
- 18.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**19. CHANGES**

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**20. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

**21. 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, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this contract, and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. However, Contractor shall have no obligation 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.

**22. CONDUCT OF CONTRACTOR**

- 22.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 22.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 22.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

- 22.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

**23. DISALLOWANCE**

In the event the Contractor receives payment for services under this contract which 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.

**24. GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the State of California.

**25. AUDIT AND INSPECTION OF RECORDS**

- 25.1. General. The County shall have the audit and inspection rights described in this section.
- 25.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 25.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
- 25.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 25.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 25.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

**26. PATENT AND COPYRIGHT INFRINGEMENT**

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

**27. CONTRACTOR REPRESENTATION**

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

**28. WARRANTY**

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

## 29. **INSURANCE**

Before commencement of the work, contractor shall submit Certificates of Insurance evidencing that contractor has obtained for the period of the contract, from generally recognized responsible insurer, insurance in the following forms of coverage and minimum amounts specified:

- 29.1. A policy of Worker's Compensation in statutory amounts.
- 29.2. Commercial General Liability insurance written on an "occurrence" basis and in an amount of not less than \$1,000,000 each occurrence.
- 29.3. Automobile Liability Insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 combined single limit.
- 29.4. The policies (except for Workers' Compensation) shall name the County of San Diego as additional insured.
- 29.5. Each policy of insurance shall contain the following clause:

"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the COTR shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said COTR, as evidenced by properly validated return receipt."
- 29.6. The County of San Diego shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exist at the time a change in insurance is required. County requirement shall be reasonable.

## 30. **PERMITS, NOTICES, FEES AND LAWS**

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

## 31. **AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH**

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

## 32. **FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

## 33. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

## 34. **NOTICE**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

## 35. **PRODUCT IDENTIFICATION AND LABELING**

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair

Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

**36. DRUG & ALCOHOL FREE WORKPLACE**

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 36.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
  - 36.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 36.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 36.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
  - 36.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 36.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 36.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

**37. ORDERING WITH BLANKET PURCHASE AGREEMENT**

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release.

**38. INVOICES**

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

**39. CONTRACT ADMINISTRATION**

The Director of Purchasing and Contracting is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement.

The County has designated the following individual as the Contracting Officer's Representative (COR):

Robert Quinones (619) 616-2873

The COR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Board of Supervisors and/or the Contracting Officer issuing a properly executed Change Order modification.

**40. CONTRACT PROGRESS MEETING**

The Contracting Officer's Representative (COR) and other County Personnel, as appropriate, will meet periodically with the Contractor to review the contract performance. At these meetings the COR will appraise the Contractor of how the County views the Contractor's performance and the Contractor will appraise the County of problems, if any, being experienced. The Contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contracts. Appropriate action shall be taken to resolve outstanding issues.

The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with minutes, the Contractor will set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**41. INDEPENDENT CONTRACTOR**

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

**42. SUBCONTRACT FOR WORK OR SERVICES (July 2008)**

No contract shall be made by the Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the Contracting Officer's Representative (COR); but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in proposal and agreed to any resulting contract.

Contractors are further reminded that it is the County's policy to encourage the participation of small and Disabled Veterans Business Enterprises. This includes: ensuring that, if available, small and Disabled Veterans Business Enterprise firms are solicited, where feasible dividing the requirement into smaller units for the purpose of greater participation, and establishing delivery and payment schedules which will facilitate participation by small and Disabled Veterans Business Enterprises.

**43. INTEREST OF CONTRACTOR**

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, 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 contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

**44. LICENSING**

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All offerors and contractors shall be licensed, if required, in accordance with the laws of this state and any offeror or contractor not so licensed is subject to the penalties imposed by such laws.

**45. CONTRACT EXTENSION OPTION**

45.1. One to six months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than six (6) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to expiration of the contract. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

46. **PERSONNEL ASSIGNMENT AND REASSIGNMENT**

- 46.1. Resumes of individuals who will be assigned to the project will be furnished. All such personnel will be assigned to the project in the event of contract award.
- 46.2. A project manager will be assigned, (if more than one individual is assigned) as the individual responsible for the overall performance of any resulting contract and will be directly responsible for responding to the Contracting Officer's Representative (COR) at all times during the term of this contract.
- 46.3. No reassignments of personnel will be allowed without full resume submittal, justification therefor and approval by the Contracting Officer's Representative (COR).

47. **RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

48. **SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 716-6452

October 21, 2013

## ADDENDUM No. 1

### REQUEST FOR BID (RFB) 6172 BATH TOWEL

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Quick question regarding this referenced bid. Wanted to be sure the weight and size are what you wanted. In the past the County has purchased 20 x 40 towels that were 5 lb./dz. Usually a 8 lb.dz. Towel is 24 x 48 in size?
- A:** *Yes, the weight for a dozen of 20 x 40 towels is 5lb.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT



John M. Pellegrino  
Director

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 22, 2013

**ADDENDUM No. 2**

**REQUEST FOR BID (RFB) 6216**  
**BATH TOWEL**

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

**QUESTIONS AND ANSWERS:**

- Q:** Regarding the above referenced bid, can you please advise who was awarded these items before and at what price?
- A:** *Primary Supplier: American Textile Systems with a price of \$9.57/dz.*  
*Secondary Supplier: Bob Barker with a price of \$11.79/dz.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

November 8, 2013

## ADDENDUM No. 3

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 3 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** On bid 6216, since the bid requests prices thru 2016. Is there an option for both parties to pull out of the contract after the first year?
- A:** *The County of San Diego, Sheriff's Department has the option to Terminate for Convenience. See Section C, paragraph 9, located in page C-2 of the RFB document. However, the Supplier does not have the option to pull out of the Contract after award has been made.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT

NEXT BID

SECTION A  
 COUNTY OF SAN DIEGO  
**REQUEST FOR BID**  
 THIS IS NOT AN ORDER

Date Issued **October 18, 2013**  
**RFB No. 6216**

**MAIL OR DELIVER TO:**  
 DEPARTMENT OF PURCHASING AND CONTRACTING  
 COUNTY OF SAN DIEGO, **RFB NO. 6216**  
 5560 OVERLAND AVENUE, SUITE 270  
 SAN DIEGO, CA 92123

|| FOR INFORMATION, PLEASE CALL  
 || Martha Trevejo, Sr. Procurement Specialist,  
 || [Martha.Trevejo@sdcounty.ca.gov](mailto:Martha.Trevejo@sdcounty.ca.gov) 858.505.6527

|| BID OPENING DATE: November 18, 2013

|| Bids must be received at the  
 || upper left address prior to 11:00 A.M.  
 || on the date of the Bid Opening.

UNSPSC Commodity Code: 521217.0000

AWARD: WILL BE MADE TO THE LOWEST  
 RESPONSIVE RESPONSIBLE BIDDER  
 BASED ON:  
 ALL OR NONE       EACH LOT  
 TOTAL PRICE       EACH ITEM  
 OTHER (SEE PRICING SCHEDULE)

|| PLEASE STATE YOUR LOWEST PRICE,  
 || F.O.B. DESTINATION AND  
 || BRAND NAME OR TRADE NAME  
 || IF APPLICABLE.

|| (PLEASE USE TYPEWRITER OR BLACK INK)  
 || **Envelope must include RFB No. 6216**

DESCRIPTION

THE COUNTY OF SAN DIEGO SHERIFF DEPARTMENT HAS A REQUIREMENT FOR **BATH TOWELS** IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL CONTRACT TERM: 01-JAN-2014 THRU 31-DEC-2014  
 1<sup>ST</sup> OPTION PERIOD: 01-JAN-2015 THRU 31-DEC-2015  
 2<sup>ND</sup> OPTION PERIOD: 01-JAN-2016 THRU 31-DEC-2016

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH YEAR IN THE TERM PERIOD IDENTIFIED ABOVE. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON ALL ITEMS FOR ALL YEARS, IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

**THE COUNTY OF SAN DIEGO RESERVES THE RIGHT TO AWARD TO A PRIMARY AND SECONDARY SUPPLIER.**

Bidder acknowledges Addendum No. 1  2  3  4  5

SUBJECT TO ACCEPTANCE WITHIN [90] DAYS	PAYMENT TERMS NET 30 OR      %      day
NAME AND ADDRESS OF BIDDER (Type or Print) T Roberts Fabrics Inc Street, City, State, Zip 3000 NE 30th Place STE 402 Fort Lauderdale FL 33306 Telephone: (954) 566-5252 Fax Number (954) 566-5249	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER: THAMER Roberts President  SIGNATURE <i>Thamer Roberts</i> OFFEROR DATE 11-11-13

**NOTIFICATION OF AWARD**  
 (This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:	COUNTY OF SAN DIEGO
	BY: _____ DATE _____
	JOHN M. PELLEGRINO, Director

TOTAL AMOUNT	AWARD NO.	NAME AND TITLE OF CONTRACTING OFFICER
--------------	-----------	---------------------------------------

**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.

**1. NOT-FOR-PROFIT ORGANIZATIONS**

Attach proof of status and omit Paragraph 3.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

**3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE**

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency: \_\_\_\_\_

Certification #: \_\_\_\_\_

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

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

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. 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; and
- 4.3. 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 4.2 of this certification; and

4.4. 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.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

**5. CERTIFICATE OF CURRENT COST OR PRICING**

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

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. 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 Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which 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; and

6.3. 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.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 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: THAMER ROBERTS

Signature: Thamer Roberts

Title: President

Date: 11-17-13

Company/Organization: TROBERTS FABRICS INC

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

TABLE OF CONTENTS

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**SIGN AND RETURN ALL SECTIONS**

**SECTION A REQUEST FOR BID AND GENERAL INFORMATION**

1. REQUEST FOR BID .....A-1  
2. TABLE OF CONTENTS ..... A-2/3  
3. REPRESENTATIONS AND CERTIFICATIONS .....A-4  
4. STATEMENT OF WORK..... A-5/6  
5. PRICE SCHEDULE – SEPARATE ATTACHMENT IN EXCEL.....A-7  
6. PUBLIC AGENCY/RENEWAL.....A-8  
7. COUNTY CONTRACTOR PARTICIPATION (JULY 2008).....A-8  
8. AUTOMATIC CONTRACT RENEWAL .....A-8  
9. CALIFORNIA REVENUE AND TAXATION CODE SECTION.....A-8  
10. FRANCHISE TAX BOARD WEBSITES.....A-8

**SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS**

1. PRICING YOUR BID.....B-1  
2. SUBMITTING YOUR BID .....B-1  
3. EVALUATION AND AWARD .....B-2  
4. PROTEST PROCEDURES.....B-2  
5. LOCAL BUSINESS PREFERENCE.....B-2

**SECTION C STANDARD TERMS AND CONDITIONS**

1. DEFINITIONS.....C-1  
2. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED..... C-1  
3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST .....C-1  
4. CAL OSHA.....C-1  
5. FORMAL BIDS .....C-1  
6. DELIVERY.....C-1  
7. INSPECTION.....C-1  
8. TERMINATION FOR DEFAULT .....C-1  
9. TERMINATION FOR CONVENIENCE .....C-2  
10. TITLE .....C-2  
11. VARIATIONS IN SPECIFICATIONS.....C-2  
12. HAZARDOUS SUBSTANCES.....C-2  
13. PROHIBITED CONTRACTS .....C-2  
14. ESTIMATED QUANTITIES.....C-3  
15. AVAILABILITY OF FUNDING.....C-3  
16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES .....C-3  
17. DUTY TO INQUIRE .....C-3  
18. DISPUTES.....C-4  
19. CHANGES.....C-4  
20. ASSIGNABILITY .....C-4  
21. INDEMNITY .....C-4  
22. CONDUCT OF CONTRACTOR.....C-4  
23. DISALLOWANCE .....C-5  
24. GOVERNING LAW.....C-5  
25. AUDIT AND INSPECTION OF RECORDS .....C-5  
26. PATENT AND COPYRIGHT INFRINGEMENT .....C-5  
27. CONTRACTOR REPRESENTATION .....C-5  
28. WARRANTY.....C-5  
29. INSURANCE.....C-6  
30. PERMITS, NOTICES, FEES AND LAWS .....C-6  
31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH .....C-6  
32. FINDINGS CONFIDENTIAL.....C-6  
33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL.....C-6

34.	<u>NOTICE</u> .....	C-6
35.	<u>PRODUCT IDENTIFICATION AND LABELING</u> .....	C-6
36.	<u>DRUG &amp; ALCOHOL FREE WORKPLACE</u> .....	C-7
37.	<u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u> .....	C-7
38.	<u>INVOICES</u> .....	C-7
39.	<u>CONTRACT ADMINISTRATION</u> .....	C-7
40.	<u>CONTRACT PROGRESS MEETING</u> .....	C-8
41.	<u>INDEPENDENT CONTRACTOR</u> .....	C-8
42.	<u>SUBCONTRACT FOR WORK OR SERVICES</u> .....	C-8
43.	<u>INTEREST OF CONTRACTOR</u> .....	C-8
44.	<u>LICENSING</u> .....	C-8
45.	<u>CONTRACT EXTENSION OPTION</u> .....	C-8
46.	<u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u> .....	C-9
47.	<u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u> .....	C-9
48.	<u>SEVERABILITY</u> .....	C-9

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SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

**1. Specifications:**

- 1.1 The bath towels shall be 20" X 40" in finished size with a minimum weight of 8 pounds per dozen.
- 1.2 Blend should be 84% cotton and 16% polyester.
- 1.3 **Only first quality shall be accepted.**

**2. Sample and Testing:**

- 2.1 A sample of one (1) dozen of the towels shall be provided at vendor's expense for testing.
  - 2.1.1 Samples are to be submitted with the bid to be considered responsive. The County shall have the right to review the samples to determine if submitted sample is acceptable.
  - 2.1.2 Samples must meet specifications to be considered.
  - 2.1.3 The County's decision to award is contingent upon its acceptance of the products provided in the sample.
  - 2.1.4 During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the vendor be permitted to increase prices on the basis of substituted item(s).
  - 2.1.5 Samples will not be returned.
- 2.2 Sample towels shall be tested for Shrinkage Tolerance: No more than 14% along the warp way (length) and maximum of 8% along the fill way (width) of the stated finished size of 20" x 40". Finished size and minimum weigh are after shrinkage.

**3. Order and Delivery:**

- 3.1 The total units of towels required are up to 4,500 dozens for the initial year and 4,500 dozens for each of the two option years.
- 3.2 The estimated number of orders per year is five to six times via submitted individual releases in varying number of dozens and up to 4,500 dozens total per year.
- 3.3 Each order shall be packaged and delivered as follow:
  - 3.3.1 Towels must be packed and delivered at 5 dozens per box.
  - 3.3.2 All boxes must be palletized and strapped down. Each pallet must be labeled with the following information:
    - 3.3.2.1 Name and Address of Vendor
    - 3.3.2.2 San Diego County BPA #
    - 3.3.2.3 Corresponding Sub Order #
    - 3.3.2.4 Item Description
    - 3.3.2.5 Addressee Name and address
- 3.4 Delivery shall be received to the following location **within 14 days of order placed**:
  - East Mesa Central Warehouse
  - 446 Alta Road, Bay 23
  - San Diego, CA 92158
  - Attn: Robert Quinones
- 3.5 Delivery Hours: 0700 - 1430 Monday through Friday (Closed on Holidays)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

3.6 For all the above shipment, the product shall meet specifications. The vendor shall guarantee the same specifications for all products shipped or shall send a sample and get prior approval before shipment. Vendor shall also guarantee that the product will be free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the county if the product does not meet specification and if defects are discovered upon receipt.

**4. Award:**

- 4.1 Award shall be based on the lowest price for the item meeting all specifications and requirements stated.
- 4.2 The County of San Diego reserves the right to award to a primary and secondary Supplier. The Secondary Supplier will be used when the Primary Supplier cannot meet requirements stated on the RFB at time of order placement.

**5. Department Contact:**

All invoices and inquiries shall be directed to the Contracting Officer's Representative (COR) at:

San Diego County Sheriff's Department  
East Mesa Central Warehouse  
C/o Roberto Quiñones  
446 Alta Road, Bay 23  
San Diego, CA. 92158

**SECTION A**

**PRICING SCHEDULE**

ENTER PRICING ON EXCEL WORKBOOK (POSTED AS SEPARATE DOCUMENT TO BUYPNET).  
THERE IS ONE WORKSHEET FOR ALL TERM PERIODS INCLUDING GRAND TOTAL

SUBMIT ORIGINAL HARDCOPY OF PRICING SCHEDULE WORKSHEET WITH YOUR BID.

INSERT YOUR PRINTED PRICING SCHEDULE WORKSHEET AFTER THIS PAGE.

**PUBLIC AGENCY PARTICIPATION (July 2008)**

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

**COUNTY CONTRACTOR PARTICIPATION (July 2008)**

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

**AUTOMATIC CONTRACT RENEWAL (July 2008)**

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed 31-Dec-2018.

**WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:**

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. 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 you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**FRANCHISE TAX BOARD WEBSITES:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

**SECTION B**  
**COUNTY OF SAN DIEGO'S**  
**INSTRUCTIONS FOR COMPLETING REQUEST FOR BID**  
**AND PRE-AWARD REQUIREMENTS**

Rev 01/04

**1. PRICING YOUR BID**

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 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.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty- (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

**2. SUBMITTING YOUR BID**

- 2.1 Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 5560 Overland Avenue, Suite 270, San Diego, California 92123, by 11:00 a.m. on the day specified. Bids will be publicly opened at that time.
- 2.2 Failure to bid on authorized County form may be cause for rejection of bid.
- 2.3 Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
- 2.4 Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
- 2.5 The County's primary means of providing bids and addenda is the County BuyNet Internet website:
- 2.6 No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County BuyNet website.
- 2.7 Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.
- 2.8 Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.
- 2.9 Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

- 2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

3. **EVALUATION AND AWARD**

- 3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.
- 3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

4. **PROTEST PROCEDURES**

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made **prior** to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

**For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.html>

5. **LOCAL BUSINESS PREFERENCE**

Responsive bids from responsible local San Diego County businesses shall be given preference for award over bids received from non-local businesses. "Local Business" is defined as a business with a valid license issued by a city within the County, employing San Diego residents, and with a verifiable address within the County, or a business employing San Diego residents and with a verifiable address in an unincorporated area of the county. Post Office Boxes do not qualify as verifiable local business addresses. If a tie bid occurs between a local business and a non-local business, award shall be made to the local business.

If the lowest responsible, responsive bid is submitted by a non-local business, one percent (1%) shall be subtracted from the lowest responsive, responsible bid submitted by a local business in evaluating the bids for award. If application of the one percent (1%) factor results in the local business bid being equal to or lower than the non-local business bid, contract award will be made to the local business at the local business bid price, except for public works and construction bids, or if prohibited by State or Federal law.

**SECTION C  
TERMS & CONDITIONS OF REQUEST FOR BIDS  
AND RESULTANT CONTRACT OR PURCHASE ORDER**

**1. DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

**2. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED (Rev. 11/97)**

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

**3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

**4. CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

**5. FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the even of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

**6. DELIVERY**

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

**7. INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

**8. TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to

specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 8.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 9. **TERMINATION FOR CONVENIENCE**

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 9.1. The unit or pro rata price for the delivered and accepted portion.
- 9.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 9.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 9.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 10. **TITLE**

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

#### 11. **VARIATIONS IN SPECIFICATIONS**

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

#### 12. **HAZARDOUS SUBSTANCES** (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

#### 13. **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that 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:

- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section 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
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

14. **ESTIMATED QUANTITIES** (March 1993)

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

15. **AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

16. **INSPECTION OF SERVICE/MATERIALS/SUPPLIES**

- 16.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 16.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

17. **DUTY TO INQUIRE**

Should an Offeror find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer/Procurement Specialist in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

## **18. DISPUTES**

- 18.1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.
- 18.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## **19. CHANGES**

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

## **20. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

## **21. 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, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this contract, and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. However, Contractor shall have no obligation 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.

## **22. CONDUCT OF CONTRACTOR**

- 22.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 22.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 22.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

- 22.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

**23. DISALLOWANCE**

In the event the Contractor receives payment for services under this contract which 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.

**24. GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the State of California.

**25. AUDIT AND INSPECTION OF RECORDS**

- 25.1. General. The County shall have the audit and inspection rights described in this section.
- 25.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 25.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
- 25.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 25.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 25.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

**26. PATENT AND COPYRIGHT INFRINGEMENT**

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

**27. CONTRACTOR REPRESENTATION**

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

**28. WARRANTY**

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

## 29. INSURANCE

Before commencement of the work, contractor shall submit Certificates of Insurance evidencing that contractor has obtained for the period of the contract, from generally recognized responsible insurer, insurance in the following forms of coverage and minimum amounts specified:

- 29.1. A policy of Worker's Compensation in statutory amounts.
- 29.2. Commercial General Liability insurance written on an "occurrence" basis and in an amount of not less than \$1,000,000 each occurrence.
- 29.3. Automobile Liability Insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 combined single limit.
- 29.4. The policies (except for Workers' Compensation) shall name the County of San Diego as additional insured.
- 29.5. Each policy of insurance shall contain the following clause:

"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the COTR shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said COTR, as evidenced by properly validated return receipt."
- 29.6. The County of San Diego shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exist at the time a change in insurance is required. County requirement shall be reasonable.

## 30. PERMITS, NOTICES, FEES AND LAWS

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

## 31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

## 32. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

## 33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

## 34. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

## 35. PRODUCT IDENTIFICATION AND LABELING

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair

Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

**36. DRUG & ALCOHOL FREE WORKPLACE**

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 36.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
  - 36.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 36.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 36.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
  - 36.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 36.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 36.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

**37. ORDERING WITH BLANKET PURCHASE AGREEMENT**

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release.

**38. INVOICES**

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

**39. CONTRACT ADMINISTRATION**

The Director of Purchasing and Contracting is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement.

The County has designated the following individual as the Contracting Officer's Representative (COR):

Robert Quinones (619) 616-2873

The COR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Board of Supervisors and/or the Contracting Officer issuing a properly executed Change Order modification.

40. **CONTRACT PROGRESS MEETING**

The Contracting Officer's Representative (COR) and other County Personnel, as appropriate, will meet periodically with the Contractor to review the contract performance. At these meetings the COR will appraise the Contractor of how the County views the Contractor's performance and the Contractor will appraise the County of problems, if any, being experienced. The Contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contracts. Appropriate action shall be taken to resolve outstanding issues.

The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with minutes, the Contractor will set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

41. **INDEPENDENT CONTRACTOR**

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

42. **SUBCONTRACT FOR WORK OR SERVICES (July 2008)**

No contract shall be made by the Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the Contracting Officer's Representative (COR); but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in proposal and agreed to any resulting contract.

Contractors are further reminded that it is the County's policy to encourage the participation of small and Disabled Veterans Business Enterprises. This includes: ensuring that, if available, small and Disabled Veterans Business Enterprise firms are solicited, where feasible dividing the requirement into smaller units for the purpose of greater participation, and establishing delivery and payment schedules which will facilitate participation by small and Disabled Veterans Business Enterprises.

43. **INTEREST OF CONTRACTOR**

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, 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 contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

44. **LICENSING**

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All offerors and contractors shall be licensed, if required, in accordance with the laws of this state and any offeror or contractor not so licensed is subject to the penalties imposed by such laws.

45. **CONTRACT EXTENSION OPTION**

45.1. One to six months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than six (6) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to expiration of the contract. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

46. **PERSONNEL ASSIGNMENT AND REASSIGNMENT**

- 46.1. Resumes of individuals who will be assigned to the project will be furnished. All such personnel will be assigned to the project in the event of contract award.
- 46.2. A project manager will be assigned, (if more than one individual is assigned) as the individual responsible for the overall performance of any resulting contract and will be directly responsible for responding to the Contracting Officer's Representative (COR) at all times during the term of this contract.
- 46.3. No reassignments of personnel will be allowed without full resume submittal, justification therefor and approval by the Contracting Officer's Representative (COR).

47. **RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

48. **SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

Pricing Schedule for RFB# 6216 - B

				BASE PERIOD PRICING: JAN 1, 2014 TO DEC 31, 2014	
Item	Description	Unit of Measure	Annual Usage	Unit Cost	Extended Price
1	Bath Towels; size: 20" X 40"	Dozen	4,500	*10.05	\$ 45,225.00

COMPANY NAME: T ROBERTS FABRICS INC

CONTACT NAME: THAMER ROBERTS

PHONE NUMBER: 954-566-5252

FAX NUMBER: 954-566-5249

EMAIL ADDRESS: THAMER@TROBERTSFABRICS.COM

**bath Towels**

FIRST OPTION PERIOD: JAN 1, 2015 THROUGH DEC 31, 2015		SECOND OPTION PERIOD: JAN 1, 2016 THROUGH DEC 31, 2016		
Unit Cost	Extended Price	Unit Cost	Extended Price	TOTAL FOR ALL YEARS
\$ 10.55	\$ 47,475.00	\$ 11.08	\$ 49,860.00	\$ 142,560.00
				BASIS OF AWARD



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 21, 2013

## ADDENDUM No. 1

### REQUEST FOR BID (RFB) 6172 BATH TOWEL

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Quick question regarding this referenced bid. Wanted to be sure the weight and size are what you wanted. In the past the County has purchased 20 x 40 towels that were 5 lb./dz. Usually a 8 lb.dz. Towel is 24 x 48 in size?
- A:** *Yes, the weight for a dozen of 20 x 40 towels is 5lb.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 22, 2013

## ADDENDUM No. 2

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Regarding the above referenced bid, can you please advise who was awarded these items before and at what price?
- A:** *Primary Supplier: American Textile Systems with a price of \$9.57/dz.  
Secondary Supplier: Bob Barker with a price of \$11.79/dz.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

November 8, 2013

## ADDENDUM No. 3

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 3 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** On bid 6216, since the bid requests prices thru 2016. Is there an option for both parties to pull out of the contract after the first year?
- A:** *The County of San Diego, Sheriff's Department has the option to Terminate for Convenience. See Section C, paragraph 9, located in page C-2 of the RFB document. However, the Supplier does not have the option to pull out of the Contract after award has been made.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT

NEXT BID

SECTION A  
 COUNTY OF SAN DIEGO  
**REQUEST FOR BID**  
 THIS IS NOT AN ORDER

Date Issued **October 18, 2013**  
**RFB No. 6216**

**MAIL OR DELIVER TO:**  
 DEPARTMENT OF PURCHASING AND CONTRACTING  
 COUNTY OF SAN DIEGO, **RFB NO. 6216**  
 5560 OVERLAND AVENUE, SUITE 270  
 SAN DIEGO, CA 92123

|| FOR INFORMATION, PLEASE CALL  
 || Martha Trevejo, Sr. Procurement Specialist,  
 || [Martha.Trevejo@sdcountry.ca.gov](mailto:Martha.Trevejo@sdcountry.ca.gov) 858.505.6527

|| BID OPENING DATE: November 18, 2013

|| Bids must be received at the  
 || upper left address prior to 11:00 A.M.  
 || on the date of the Bid Opening.

UNSPSC Commodity Code: 521217.0000

|| PLEASE STATE YOUR LOWEST PRICE,  
 || F.O.B. DESTINATION AND  
 || BRAND NAME OR TRADE NAME  
 || IF APPLICABLE.

AWARD: WILL BE MADE TO THE LOWEST  
 RESPONSIVE RESPONSIBLE BIDDER  
 BASED ON:

ALL OR NONE       EACH LOT  
 TOTAL PRICE       EACH ITEM  
 OTHER (SEE PRICING SCHEDULE)

|| (PLEASE USE TYPEWRITER OR BLACK INK)  
 || **Envelope must include RFB No. 6216**

DESCRIPTION

THE COUNTY OF SAN DIEGO SHERIFF DEPARTMENT HAS A REQUIREMENT FOR **BATH TOWELS** IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL CONTRACT TERM: 01-JAN-2014 THRU 31-DEC-2014  
 1<sup>ST</sup> OPTION PERIOD: 01-JAN-2015 THRU 31-DEC-2015  
 2<sup>ND</sup> OPTION PERIOD: 01-JAN-2016 THRU 31-DEC-2016

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH YEAR IN THE TERM PERIOD IDENTIFIED ABOVE. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON ALL ITEMS FOR ALL YEARS, IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

**THE COUNTY OF SAN DIEGO RESERVES THE RIGHT TO AWARD TO A PRIMARY AND SECONDARY SUPPLIER.**

Bidder acknowledges Addendum No. 1  2  3  4  5

SUBJECT TO ACCEPTANCE WITHIN [90] DAYS | PAYMENT TERMS NET 30 OR % day

NAME AND ADDRESS OF BIDDER (Type or Print) | NAME AND TITLE OF PERSON AUTHORIZED  
 MATERIAL IMPORTS | TO SIGN OFFER:

Street, City, State, Zip

200 Liberty Street, Little Ferry, NJ 07643

Shaheryar Irshad

President

Telephone: (201) 229 - 1180

SIGNATURE *Shaheryar Irshad*

Fax Number (201) 229 - 1184

OFFEROR DATE 11/07/2013

**NOTIFICATION OF AWARD**

(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:

COUNTY OF SAN DIEGO

BY:

DATE

JOHN M. PELLEGRINO, Director

TOTAL AMOUNT

AWARD NO.

NAME AND TITLE OF CONTRACTING OFFICER

**SIGN AND RETURN ALL SECTIONS**

**SECTION A REQUEST FOR BID AND GENERAL INFORMATION**

**MATERIAL IMPORTS**

1. REQUEST FOR BID .....A-1  
 2. TABLE OF CONTENTS ..... A-2/3  
 3. REPRESENTATIONS AND CERTIFICATIONS .....A-4  
 4. STATEMENT OF WORK..... A-5/6  
 5. PRICE SCHEDULE – SEPARATE ATTACHMENT IN EXCEL.....A-7  
 6. PUBLIC AGENCY/RENEWAL.....A-8  
 7. COUNTY CONTRACTOR PARTICIPATION (JULY 2008).....A-8  
 8. AUTOMATIC CONTRACT RENEWAL.....A-8  
 9. CALIFORNIA REVENUE AND TAXATION CODE SECTION.....A-8  
 10. FRANCHISE TAX BOARD WEBSITES.....A-8

**SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS**

1. PRICING YOUR BID.....B-1  
 2. SUBMITTING YOUR BID .....B-1  
 3. EVALUATION AND AWARD .....B-2  
 4. PROTEST PROCEDURES.....B-2  
 5. LOCAL BUSINESS PREFERENCE.....B-2

**SECTION C STANDARD TERMS AND CONDITIONS**

1. DEFINITIONS ..... C-1  
 2. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED ..... C-1  
 3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST ..... C-1  
 4. CAL OSHA ..... C-1  
 5. FORMAL BIDS ..... C-1  
 6. DELIVERY..... C-1  
 7. INSPECTION..... C-1  
 8. TERMINATION FOR DEFAULT ..... C-1  
 9. TERMINATION FOR CONVENIENCE..... C-2  
 10. TITLE ..... C-2  
 11. VARIATIONS IN SPECIFICATIONS..... C-2  
 12. HAZARDOUS SUBSTANCES..... C-2  
 13. PROHIBITED CONTRACTS ..... C-2  
 14. ESTIMATED QUANTITIES..... C-3  
 15. AVAILABILITY OF FUNDING..... C-3  
 16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES ..... C-3  
 17. DUTY TO INQUIRE..... C-3  
 18. DISPUTES ..... C-4  
 19. CHANGES..... C-4  
 20. ASSIGNABILITY ..... C-4  
 21. INDEMNITY ..... C-4  
 22. CONDUCT OF CONTRACTOR..... C-4  
 23. DISALLOWANCE ..... C-5  
 24. GOVERNING LAW ..... C-5  
 25. AUDIT AND INSPECTION OF RECORDS ..... C-5  
 26. PATENT AND COPYRIGHT INFRINGEMENT ..... C-5  
 27. CONTRACTOR REPRESENTATION ..... C-5  
 28. WARRANTY..... C-5  
 29. INSURANCE..... C-6  
 30. PERMITS, NOTICES, FEES AND LAWS ..... C-6  
 31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH ..... C-6  
 32. FINDINGS CONFIDENTIAL ..... C-6  
 33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL..... C-6

*Shaherper inshad*

34. <u>NOTICE</u> .....	C-6
35. <u>PRODUCT IDENTIFICATION AND LABELING</u> .....	C-6
36. <u>DRUG &amp; ALCOHOL FREE WORKPLACE</u> .....	<b>MATERIAL IMPORTS</b>
37. <u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u> .....	C-7
38. <u>INVOICES</u> .....	C-7
39. <u>CONTRACT ADMINISTRATION</u> .....	C-7
40. <u>CONTRACT PROGRESS MEETING</u> .....	C-8
41. <u>INDEPENDENT CONTRACTOR</u> .....	C-8
42. <u>SUBCONTRACT FOR WORK OR SERVICES</u> .....	C-8
43. <u>INTEREST OF CONTRACTOR</u> .....	C-8
44. <u>LICENSING</u> .....	C-8
45. <u>CONTRACT EXTENSION OPTION</u> .....	C-8
46. <u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u> .....	C-9
47. <u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u> .....	C-9
48. <u>SEVERABILITY</u> .....	C-9

Add latest Reqs and Certs PDF Adobe to this page – DPC 201 (07-28-11)

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.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency: \_\_\_\_\_

Certification #: \_\_\_\_\_

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

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

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. 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; and
- 4.3. 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 4.2 of this certification; and

4.4. 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.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

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

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. 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 Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which 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; and

6.3. 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.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 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: Shaheryar Irshad

Title: President

Company/Organization: MATERIAL IMPORTS

Signature: Shaheryar Irshad

Date: 11/08/13

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

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

Shaheryar Inshad  
MATERIAL IMPORTS

**1. Specifications:**

- 1.1 The bath towels shall be 20" X 40" in finished size with a minimum weight of 8 pounds per dozen.
- 1.2 Blend should be 84% cotton and 16% polyester.
- 1.3 **Only first quality shall be accepted.**

**2. Sample and Testing:**

- 2.1 A sample of one (1) dozen of the towels shall be provided at vendor's expense for testing.
  - 2.1.1 Samples are to be submitted with the bid to be considered responsive. The County shall have the right to review the samples to determine if submitted sample is acceptable.
  - 2.1.2 Samples must meet specifications to be considered.
  - 2.1.3 The County's decision to award is contingent upon its acceptance of the products provided in the sample.
  - 2.1.4 During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the vendor be permitted to increase prices on the basis of substituted item(s).
  - 2.1.5 Samples will not be returned.
- 2.2 Sample towels shall be tested for Shrinkage Tolerance: No more than 14% along the warp way (length) and maximum of 8% along the fill way (width) of the stated finished size of 20" x 40". Finished size and minimum weigh are after shrinkage.

**3. Order and Delivery:**

- 3.1 The total units of towels required are up to 4,500 dozens for the initial year and 4,500 dozens for each of the two option years.
- 3.2 The estimated number of orders per year is five to six times via submitted individual releases in varying number of dozens and up to 4,500 dozens total per year.
- 3.3 Each order shall be packaged and delivered as follow:
  - 3.3.1 Towels must be packed and delivered at 5 dozens per box.
  - 3.3.2 All boxes must be palletized and strapped down. Each pallet must be labeled with the following information:
    - 3.3.2.1 Name and Address of Vendor
    - 3.3.2.2 San Diego County BPA #
    - 3.3.2.3 Corresponding Sub Order #
    - 3.3.2.4 Item Description
    - 3.3.2.5 Addressee Name and address
- 3.4 Delivery shall be received to the following location **within 14 days of order placed:**
  - East Mesa Central Warehouse
  - 446 Alta Road, Bay 23
  - San Diego, CA 92158
  - Attn: Robert Quinones
- 3.5 Delivery Hours: 0700 - 1430 Monday through Friday (Closed on Holidays)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

3.6 For all the above shipment, the product shall meet specifications. The vendor shall guarantee the same specifications for all products shipped or shall send a sample and get prior approval before shipment. Vendor shall also guarantee that the product will be free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the county if the product does not meet specification and if defects are discovered upon receipt.

**4. Award:**

- 4.1 Award shall be based on the lowest price for the item meeting all specifications and requirements stated.
- 4.2 The County of San Diego reserves the right to award to a primary and secondary Supplier. The Secondary Supplier will be used when the Primary Supplier cannot meet requirements stated on the RFB at time of order placement.

**5. Department Contact:**

All invoices and inquiries shall be directed to the Contracting Officer's Representative (COR) at:

San Diego County Sheriff's Department  
East Mesa Central Warehouse  
C/o Roberto Quiñones  
446 Alta Road, Bay 23  
San Diego, CA. 92158

**SECTION A**

**PRICING SCHEDULE**

ENTER PRICING ON EXCEL WORKBOOK (POSTED AS SEPARATE DOCUMENT TO BUYPNET).  
THERE IS ONE WORKSHEET FOR ALL TERM PERIODS INCLUDING GRAND TOTAL

SUBMIT ORIGINAL HARDCOPY OF PRICING SCHEDULE WORKSHEET WITH YOUR BID.

INSERT YOUR PRINTED PRICING SCHEDULE WORKSHEET AFTER THIS PAGE.

**Pricing Schedule for RFB# 6216 - Bath Towels**

Item	Description	Unit of Measure	Annual Usage	BASE PERIOD PRICING: JAN 1, 2014 TO DEC 31, 2014		FIRST OPTION PERIOD: JAN 1, 2015 THROUGH DEC 31, 2015		SECOND OPTION PERIOD: JAN 1, 2016 THROUGH DEC 31, 2016		TOTAL FOR ALL YEARS
				Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	
1	Bath Towels, size: 20" X 40"	Dozen	4,500	\$ 11.37	\$ 51,165.00	\$ 11.37	\$ 51,165.00	\$ 11.37	\$ 51,165.00	\$ 153,495.00
										<b>BASIS OF AWARD</b>

**COMPANY NAME: MATERIAL IMPORTS**

**CONTACT NAME: SHAHERYAR IRSHAD**

**PHONE NUMBER: 201-229-1180**

**FAX NUMBER: 201-229-1184**

**EMAIL ADDRESS: irshad@materialimports.com**

*Shaheryar Irshad*

ALL PRICES F.O.B DESTINATION

MFR.: BOSTAN TEXTILE

MODEL # : 2040 BT 5

Shalveyer instead

**PUBLIC AGENCY PARTICIPATION (July 2008)**

**MATERIAL IMPORTS**

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

**COUNTY CONTRACTOR PARTICIPATION (July 2008)**

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

**AUTOMATIC CONTRACT RENEWAL (July 2008)**

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed 31-Dec-2018.

**WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:**

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. 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 you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**FRANCHISE TAX BOARD WEBSITES:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

SECTION B  
COUNTY OF SAN DIEGO'S  
INSTRUCTIONS FOR COMPLETING REQUEST FOR BID  
AND PRE-AWARD REQUIREMENTS

**MATERIAL IMPORTS**

1. **PRICING YOUR BID**

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 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.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty- (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

2. **SUBMITTING YOUR BID**

- 2.1 Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 5560 Overland Avenue, Suite 270, San Diego, California 92123, by 11:00 a.m. on the day specified. Bids will be publicly opened at that time.
- 2.2 Failure to bid on authorized County form may be cause for rejection of bid.
- 2.3 Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
- 2.4 Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
- 2.5 The County's primary means of providing bids and addenda is the County BuyNet Internet website:
- 2.6 No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County BuyNet website.
- 2.7 Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.
- 2.8 Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.
- 2.9 Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

MATERIAL IMPROVEMENT

3. EVALUATION AND AWARD

- 3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.
- 3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

4. PROTEST PROCEDURES

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, *Protest Procedures for Award of Contracts*. All protests shall be in writing, be made **prior** to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

**For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.html>

5. LOCAL BUSINESS PREFERENCE

Responsive bids from responsible local San Diego County businesses shall be given preference for award over bids received from non-local businesses. "Local Business" is defined as a business with a valid license issued by a city within the County, employing San Diego residents, and with a verifiable address within the County, or a business employing San Diego residents and with a verifiable address in an unincorporated area of the county. Post Office Boxes do not qualify as verifiable local business addresses. If a tie bid occurs between a local business and a non-local business, award shall be made to the local business.

If the lowest responsive, responsive bid is submitted by a non-local business, one percent (1%) shall be subtracted from the lowest responsive, responsible bid submitted by a local business in evaluating the bids for award. If application of the one percent (1%) factor results in the local business bid being equal to or lower than the non-local business bid, contract award will be made to the local business at the local business bid price, except for public works and construction bids, or if prohibited by State or Federal law.

SECTION C  
TERMS & CONDITIONS OF REQUEST FOR BIDS  
AND RESULTANT CONTRACT OR PURCHASE ORDER

1. **DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

2. **DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED** (Rev. 11/97)

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

3. **ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

4. **CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. **FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the event of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

6. **DELIVERY**

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

7. **INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

8. **TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to

**MATERIAL IMPORTS**

specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 8.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**9. TERMINATION FOR CONVENIENCE**

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 9.1. The unit or pro rata price for the delivered and accepted portion.
- 9.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 9.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 9.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**10. TITLE**

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

**11. VARIATIONS IN SPECIFICATIONS**

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

**12. HAZARDOUS SUBSTANCES (July 2008)**

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is *manufactured with fully halogenated chlorofluorocarbons (CFC)* shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

**13. PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that 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:

## MATERIAL IMPORTS

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- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section 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
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

### 14. ESTIMATED QUANTITIES (March 1993)

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

### 15. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

### 16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES

- 16.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 16.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

### 17. DUTY TO INQUIRE

Should an Offeror find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer/Procurement Specialist in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

**18. DISPUTES**

- 18.1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.
- 18.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**19. CHANGES**

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**20. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

**21. 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, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this contract, and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. However, Contractor shall have no obligation 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.

**22. CONDUCT OF CONTRACTOR**

- 22.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 22.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 22.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

## MATERIAL IMPORTS

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- 22.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

### 23. DISALLOWANCE

In the event the Contractor receives payment for services under this contract which 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.

### 24. GOVERNING LAW

This contract shall be construed and interpreted according to the laws of the State of California.

### 25. AUDIT AND INSPECTION OF RECORDS

- 25.1. General. The County shall have the audit and inspection rights described in this section.
- 25.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 25.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
- 25.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 25.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 25.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

### 26. PATENT AND COPYRIGHT INFRINGEMENT

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

### 27. CONTRACTOR REPRESENTATION

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

### 28. WARRANTY

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**29. INSURANCE**

Before commencement of the work, contractor shall submit Certificates of Insurance evidencing that contractor has obtained for the period of the contract, from generally recognized responsible insurer, insurance in the following forms of coverage and minimum amounts specified:

- 29.1. A policy of Worker's Compensation in statutory amounts.
- 29.2. Commercial General Liability insurance written on an "occurrence" basis and in an amount of not less than \$1,000,000 each occurrence.
- 29.3. Automobile Liability Insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 combined single limit.
- 29.4. The policies (except for Workers' Compensation) shall name the County of San Diego as additional insured.
- 29.5. Each policy of insurance shall contain the following clause:

"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the COTR shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said COTR, as evidenced by properly validated return receipt."

- 29.6. The County of San Diego shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exist at the time a change in insurance is required. County requirement shall be reasonable.

**30. PERMITS, NOTICES, FEES AND LAWS**

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

**31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH**

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

**32. FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**34. NOTICE**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

**35. PRODUCT IDENTIFICATION AND LABELING**

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair

Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

**36. DRUG & ALCOHOL FREE WORKPLACE**

**MATERIAL IMPORTS**

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 36.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
  - 36.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 36.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 36.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
  - 36.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 36.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 36.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

**37. ORDERING WITH BLANKET PURCHASE AGREEMENT**

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release.

**38. INVOICES**

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

**39. CONTRACT ADMINISTRATION**

The Director of Purchasing and Contracting is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement.

The County has designated the following individual as the Contracting Officer's Representative (COR):

Robert Quinones (619) 616-2873

The COR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Board of Supervisors and/or the Contracting Officer issuing a properly executed Change Order modification.

**40. CONTRACT PROGRESS MEETING**

The Contracting Officer's Representative (COR) and other County Personnel, as appropriate, will meet periodically with the Contractor to review the *contract performance*. At these meetings the COR will appraise the Contractor of how the County views the Contractor's performance and the Contractor will appraise the County of problems, if any, being experienced. The Contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contracts. Appropriate action shall be taken to resolve outstanding issues.

The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with minutes, *the Contractor will set out in writing any area of disagreement*. Appropriate action will be taken to resolve any areas of disagreement.

**41. INDEPENDENT CONTRACTOR**

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

**42. SUBCONTRACT FOR WORK OR SERVICES (July 2008)**

No contract shall be made by the Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the Contracting Officer's Representative (COR); but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in proposal and agreed to any resulting contract.

Contractors are further reminded that it is the County's policy to encourage the participation of small and Disabled Veterans Business Enterprises. This includes: ensuring that, if available, small and Disabled Veterans Business Enterprise firms are solicited, where feasible dividing the requirement into smaller units for the purpose of greater participation, and establishing delivery and payment schedules which will facilitate participation by small and Disabled Veterans Business Enterprises.

**43. INTEREST OF CONTRACTOR**

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, 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 contract. The Contractor further covenants that in the performance of this contract, *no person having any such interest shall be employed or retained by it under this contract*.

**44. LICENSING**

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All offerors and contractors shall be licensed, if required, in accordance with the laws of this state and any offeror or contractor not so licensed is subject to the penalties imposed by such laws.

**45. CONTRACT EXTENSION OPTION**

45.1. One to six months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than six (6) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to *expiration of the contract*. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

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46. **PERSONNEL ASSIGNMENT AND REASSIGNMENT**

**MATERIAL IMPORTS**

- 46.1. Resumes of individuals who will be assigned to the project will be furnished. All such personnel will be assigned to the project in the event of contract award.
- 46.2. A project manager will be assigned, (if more than one individual is assigned) as the individual responsible for the overall performance of any resulting contract and will be directly responsible for responding to the Contracting Officer's Representative (COR) at all times during the term of this contract.
- 46.3. No reassignments of personnel will be allowed without full resume submittal, justification therefor and approval by the Contracting Officer's Representative (COR).

47. **RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

48. **SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

NEXT BID



**RC CONSOLIDATED SERVICES**

*A Service Connected Disabled Veteran Company*

**SUBMISSION OF BID AND SAMPLES**

**RFB No. 6216**

**Department of Purchasing and Contracting, County of San Diego**

Thank you for the opportunity to participate in this bid.

I look forward to hopefully working with you soon.

Sincerely,

Ron Johnson  
RC Consolidated Services, Inc.  
7010 Penny Court  
Rancho Cucamonga, CA 91739

SECTION A  
 COUNTY OF SAN DIEGO  
**REQUEST FOR BID**  
 THIS IS NOT AN ORDER

Date Issued October 18, 2013  
 RFB No. 6216

**MAIL OR DELIVER TO:**  
 DEPARTMENT OF PURCHASING AND CONTRACTING  
 COUNTY OF SAN DIEGO, **RFB NO. 6216**  
 5560 OVERLAND AVENUE, SUITE 270  
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL  
 Martha Trevejo, Sr. Procurement Specialist,  
 Martha.Trevejo@sdcounty.ca.gov 858.505.6527

BID OPENING DATE: November 18, 2013

Bids must be received at the  
 upper left address prior to 11:00 A.M.  
 on the date of the Bid Opening.

UNSPSC Commodity Code: 521217.0000

PLEASE STATE YOUR LOWEST PRICE,  
 F.O.B. DESTINATION AND  
 BRAND NAME OR TRADE NAME  
 IF APPLICABLE.

AWARD: WILL BE MADE TO THE LOWEST  
 RESPONSIVE RESPONSIBLE BIDDER  
 BASED ON:  
 ALL OR NONE       EACH LOT  
 TOTAL PRICE       EACH ITEM  
 OTHER (SEE PRICING SCHEDULE)

(PLEASE USE TYPEWRITER OR BLACK INK)  
**Envelope must include RFB No. 6216**

DESCRIPTION

THE COUNTY OF SAN DIEGO SHERIFF DEPARTMENT HAS A REQUIREMENT FOR **BATH TOWELS** IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL CONTRACT TERM: 01-JAN-2014 THRU 31-DEC-2014  
 1<sup>ST</sup> OPTION PERIOD: 01-JAN-2015 THRU 31-DEC-2015  
 2<sup>ND</sup> OPTION PERIOD: 01-JAN-2016 THRU 31-DEC-2016

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH YEAR IN THE TERM PERIOD IDENTIFIED ABOVE. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON **ALL** ITEMS FOR ALL YEARS, IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

**THE COUNTY OF SAN DIEGO RESERVES THE RIGHT TO AWARD TO A PRIMARY AND SECONDARY SUPPLIER.**

Bidder acknowledges Addendum No. 1  2  3  4  5

SUBJECT TO ACCEPTANCE WITHIN [90] DAYS	PAYMENT TERMS NET 30 OR % day
NAME AND ADDRESS OF BIDDER (Type or Print) Street, City, State, Zip	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:
EC Consolidated Services 7010 Penny Court Rancho Cucamonga, CA 91739	Ron Johnson
Telephone: (310) 808-2224 Fax Number (909) 803-5602	SIGNATURE: Ron Johnson OFFEROR DATE: 11/13/2013

**NOTIFICATION OF AWARD**  
 (This section for County use only)

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

TABLE OF CONTENTS

**SIGN AND RETURN ALL SECTIONS**

**SECTION A REQUEST FOR BID AND GENERAL INFORMATION**

1. REQUEST FOR BID .....A-1  
2. TABLE OF CONTENTS ..... A-2/3  
3. REPRESENTATIONS AND CERTIFICATIONS .....A-4  
4. STATEMENT OF WORK..... A-5/6  
5. PRICE SCHEDULE – SEPARATE ATTACHMENT IN EXCEL.....A-7  
6. PUBLIC AGENCY/RENEWAL.....A-8  
7. COUNTY CONTRACTOR PARTICIPATION (JULY 2008).....A-8  
8. AUTOMATIC CONTRACT RENEWAL.....A-8  
9. CALIFORNIA REVENUE AND TAXATION CODE SECTION.....A-8  
10. FRANCHISE TAX BOARD WEBSITES.....A-8

**SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS**

1. PRICING YOUR BID.....B-1  
2. SUBMITTING YOUR BID .....B-1  
3. EVALUATION AND AWARD .....B-2  
4. PROTEST PROCEDURES.....B-2  
5. LOCAL BUSINESS PREFERENCE.....B-2

**SECTION C STANDARD TERMS AND CONDITIONS**

1. DEFINITIONS .....C-1  
2. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED .....C-1  
3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST .....C-1  
4. CAL OSHA .....C-1  
5. FORMAL BIDS .....C-1  
6. DELIVERY.....C-1  
7. INSPECTION.....C-1  
8. TERMINATION FOR DEFAULT .....C-1  
9. TERMINATION FOR CONVENIENCE .....C-2  
10. TITLE .....C-2  
11. VARIATIONS IN SPECIFICATIONS.....C-2  
12. HAZARDOUS SUBSTANCES .....C-2  
13. PROHIBITED CONTRACTS .....C-2  
14. ESTIMATED QUANTITIES.....C-3  
15. AVAILABILITY OF FUNDING.....C-3  
16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES .....C-3  
17. DUTY TO INQUIRE .....C-3  
18. DISPUTES .....C-4  
19. CHANGES .....C-4  
20. ASSIGNABILITY .....C-4  
21. INDEMNITY .....C-4  
22. CONDUCT OF CONTRACTOR.....C-4  
23. DISALLOWANCE .....C-5  
24. GOVERNING LAW .....C-5  
25. AUDIT AND INSPECTION OF RECORDS .....C-5  
26. PATENT AND COPYRIGHT INFRINGEMENT .....C-5  
27. CONTRACTOR REPRESENTATION .....C-5  
28. WARRANTY.....C-5  
29. INSURANCE .....C-6  
30. PERMITS, NOTICES, FEES AND LAWS .....C-6  
31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH .....C-6  
32. FINDINGS CONFIDENTIAL .....C-6  
33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL .....C-6

34. <u>NOTICE</u> .....	C-6
35. <u>PRODUCT IDENTIFICATION AND LABELING</u> .....	C-6
36. <u>DRUG &amp; ALCOHOL FREE WORKPLACE</u> .....	C-7
37. <u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u> .....	C-7
38. <u>INVOICES</u> .....	C-7
39. <u>CONTRACT ADMINISTRATION</u> .....	C-7
40. <u>CONTRACT PROGRESS MEETING</u> .....	C-8
41. <u>INDEPENDENT CONTRACTOR</u> .....	C-8
42. <u>SUBCONTRACT FOR WORK OR SERVICES</u> .....	C-8
43. <u>INTEREST OF CONTRACTOR</u> .....	C-8
44. <u>LICENSING</u> .....	C-8
45. <u>CONTRACT EXTENSION OPTION</u> .....	C-8
46. <u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u> .....	C-9
47. <u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u> .....	C-9
48. <u>SEVERABILITY</u> .....	C-9

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.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency:

State of California

Certification #:

35659

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

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

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. 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; and
- 4.3. 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 4.2 of this certification; and

4.4. 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.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

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

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. 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 Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
  - 6.2. Unless otherwise required by law, the prices which 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; and
  - 6.3. 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.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 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: Ron Johnson

Signature: Ron Johnson

Title: President

Date: 11/13/2013

Company/Organization: RC Consolidated Services

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

Add latest Reps and Certs PDF Adobe to this page – DPC 201 (07-28-11)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

**1. Specifications:**

- 1.1 The bath towels shall be 20" X 40" in finished size with a minimum weight of 8 pounds per dozen.
- 1.2 Blend should be 84% cotton and 16% polyester.
- 1.3 **Only first quality shall be accepted.**

**2. Sample and Testing:**

- 2.1 A sample of one (1) dozen of the towels shall be provided at vendor's expense for testing.
  - 2.1.1 Samples are to be submitted with the bid to be considered responsive. The County shall have the right to review the samples to determine if submitted sample is acceptable.
  - 2.1.2 Samples must meet specifications to be considered.
  - 2.1.3 The County's decision to award is contingent upon its acceptance of the products provided in the sample.
  - 2.1.4 During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the vendor be permitted to increase prices on the basis of substituted item(s).
  - 2.1.5 Samples will not be returned.
- 2.2 Sample towels shall be tested for Shrinkage Tolerance: No more than 14% along the warp way (length) and maximum of 8% along the fill way (width) of the stated finished size of 20" x 40". Finished size and minimum weigh are after shrinkage.

**3. Order and Delivery:**

- 3.1 The total units of towels required are up to 4,500 dozens for the initial year and 4,500 dozens for each of the two option years.
- 3.2 The estimated number of orders per year is five to six times via submitted individual releases in varying number of dozens and up to 4,500 dozens total per year.
- 3.3 Each order shall be packaged and delivered as follow:
  - 3.3.1 Towels must be packed and delivered at 5 dozens per box.
  - 3.3.2 All boxes must be palletized and strapped down. Each pallet must be labeled with the following information:
    - 3.3.2.1 Name and Address of Vendor
    - 3.3.2.2 San Diego County BPA #
    - 3.3.2.3 Corresponding Sub Order #
    - 3.3.2.4 Item Description
    - 3.3.2.5 Addressee Name and address
- 3.4 Delivery shall be received to the following location **within 14 days of order placed:**
  - East Mesa Central Warehouse
  - 446 Alta Road, Bay 23
  - San Diego, CA 92158
  - Attn: Robert Quinones
- 3.5 Delivery Hours: 0700 - 1430 Monday through Friday (Closed on Holidays)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

3.6 For all the above shipment, the product shall meet specifications. The vendor shall guarantee the same specifications for all products shipped or shall send a sample and get prior approval before shipment. Vendor shall also guarantee that the product will be free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the county if the product does not meet specification and if defects are discovered upon receipt.

**4. Award:**

- 4.1 Award shall be based on the lowest price for the item meeting all specifications and requirements stated.
- 4.2 The County of San Diego reserves the right to award to a primary and secondary Supplier. The Secondary Supplier will be used when the Primary Supplier cannot meet requirements stated on the RFB at time of order placement.

**5. Department Contact:**

All invoices and inquiries shall be directed to the Contracting Officer's Representative (COR) at:

San Diego County Sheriff's Department  
East Mesa Central Warehouse  
C/o Roberto Quiñones  
446 Alta Road, Bay 23  
San Diego, CA. 92158

**SECTION A**

**PRICING SCHEDULE**

ENTER PRICING ON EXCEL WORKBOOK (POSTED AS SEPARATE DOCUMENT TO BUYNET).  
THERE IS ONE WORKSHEET FOR ALL TERM PERIODS INCLUDING GRAND TOTAL

SUBMIT ORIGINAL HARDCOPY OF PRICING SCHEDULE WORKSHEET WITH YOUR BID.

INSERT YOUR PRINTED PRICING SCHEDULE WORKSHEET AFTER THIS PAGE.

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ERIODS  
CHEDULE

ED AS S  
ERIODS  
CHEDULE

**Pricing Schedule for RFB# 6216 - Bath Towels**

Item	Description	Unit of Measure	Annual Usage	BASE PERIOD PRICING: JAN 1, 2014 TO DEC 31, 2014		FIRST OPTION PERIOD: JAN 1, 2015 THROUGH DEC 31, 2015		SECOND OPTION PERIOD: JAN 1, 2016 THROUGH DEC 31, 2016		TOTAL FOR ALL YEARS
				Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	
1	Bath Towels; size: 20" X 40"	Dozen	4,500	\$ 9.05	\$ 40,725.00	\$ 9.05	\$ 40,725.00	\$ 9.05	\$ 40,725.00	\$ 122,175.00
<b>BASIS OF AWARD</b>										

<b>COMPANY NAME:</b>	RC Consolidated Services
<b>CONTACT NAME:</b>	Ron Johnson
<b>PHONE NUMBER:</b>	310-808-2224
<b>FAX NUMBER:</b>	909-803-5602
<b>EMAIL ADDRESS:</b>	rj19205@aol.com

**PUBLIC AGENCY PARTICIPATION (July 2008)**

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

**COUNTY CONTRACTOR PARTICIPATION (July 2008)**

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

**AUTOMATIC CONTRACT RENEWAL (July 2008)**

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed 31-Dec-2018.

**WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:**

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. 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 you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**FRANCHISE TAX BOARD WEBSITES:**

- <http://www.ftb.ca.gov>
- [http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)
- [http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)
- [http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)
- [http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

**SECTION B**  
**COUNTY OF SAN DIEGO'S**  
**INSTRUCTIONS FOR COMPLETING REQUEST FOR BID**  
**AND PRE-AWARD REQUIREMENTS**

Rev 01/04

**1. PRICING YOUR BID**

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 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.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty- (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

**2. SUBMITTING YOUR BID**

- 2.1 Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 5560 Overland Avenue, Suite 270, San Diego, California 92123, by 11:00 a.m. on the day specified. Bids will be publicly opened at that time.
- 2.2 Failure to bid on authorized County form may be cause for rejection of bid.
- 2.3 Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
- 2.4 Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
- 2.5 The County's primary means of providing bids and addenda is the County BuyNet Internet website:
- 2.6 No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County BuyNet website.
- 2.7 Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.
- 2.8 Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.
- 2.9 Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

- 2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

### 3. EVALUATION AND AWARD

- 3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.
- 3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

### 4. PROTEST PROCEDURES

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made **prior** to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

**For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.html>

### 5. LOCAL BUSINESS PREFERENCE

Responsive bids from responsible local San Diego County businesses shall be given preference for award over bids received from non-local businesses. "Local Business" is defined as a business with a valid license issued by a city within the County, employing San Diego residents, and with a verifiable address within the County, or a business employing San Diego residents and with a verifiable address in an unincorporated area of the county. Post Office Boxes do not qualify as verifiable local business addresses. If a tie bid occurs between a local business and a non-local business, award shall be made to the local business.

If the lowest responsible, responsive bid is submitted by a non-local business, one percent (1%) shall be subtracted from the lowest responsive, responsible bid submitted by a local business in evaluating the bids for award. If application of the one percent (1%) factor results in the local business bid being equal to or lower than the non-local business bid, contract award will be made to the local business at the local business bid price, except for public works and construction bids, or if prohibited by State or Federal law.

**SECTION C**  
**TERMS & CONDITIONS OF REQUEST FOR BIDS**  
**AND RESULTANT CONTRACT OR PURCHASE ORDER**

**1. DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

**2. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED (Rev. 11/97)**

County Board of Supervisor's policies B-53 and B-39 encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

**3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

**4. CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

**5. FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the even of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

**6. DELIVERY**

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

**7. INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

**8. TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to

specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 8.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 9. **TERMINATION FOR CONVENIENCE**

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 9.1. The unit or pro rata price for the delivered and accepted portion.
- 9.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 9.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 9.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 10. **TITLE**

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

#### 11. **VARIATIONS IN SPECIFICATIONS**

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

#### 12. **HAZARDOUS SUBSTANCES** (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

#### 13. **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that 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:

- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section 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
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

14. **ESTIMATED QUANTITIES** (March 1993)

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

15. **AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

16. **INSPECTION OF SERVICE/MATERIALS/SUPPLIES**

- 16.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 16.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

17. **DUTY TO INQUIRE**

Should an Offeror find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer/Procurement Specialist in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

**18. DISPUTES**

- 18.1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.
- 18.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**19. CHANGES**

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**20. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

**21. 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, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this contract, and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. However, Contractor shall have no obligation 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.

**22. CONDUCT OF CONTRACTOR**

- 22.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 22.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 22.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

22.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

23. **DISALLOWANCE**

In the event the Contractor receives payment for services under this contract which 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.

24. **GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the State of California.

25. **AUDIT AND INSPECTION OF RECORDS**

25.1. General. The County shall have the audit and inspection rights described in this section.

25.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

25.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:

25.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.

25.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.

25.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

26. **PATENT AND COPYRIGHT INFRINGEMENT**

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

27. **CONTRACTOR REPRESENTATION**

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

28. **WARRANTY**

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

29. **INSURANCE**

Before commencement of the work, contractor shall submit Certificates of Insurance evidencing that contractor has obtained for the period of the contract, from generally recognized responsible insurer, insurance in the following forms of coverage and minimum amounts specified:

- 29.1. A policy of Worker's Compensation in statutory amounts.
- 29.2. Commercial General Liability insurance written on an "occurrence" basis and in an amount of not less than \$1,000,000 each occurrence.
- 29.3. Automobile Liability Insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 combined single limit.
- 29.4. The policies (except for Workers' Compensation) shall name the County of San Diego as additional insured.
- 29.5. Each policy of insurance shall contain the following clause:

"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the COTR shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said COTR, as evidenced by properly validated return receipt."

- 29.6. The County of San Diego shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exist at the time a change in insurance is required. County requirement shall be reasonable.

30. **PERMITS, NOTICES, FEES AND LAWS**

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

31. **AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH**

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

32. **FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

33. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

34. **NOTICE**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

35. **PRODUCT IDENTIFICATION AND LABELING**

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair

Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

**36. DRUG & ALCOHOL FREE WORKPLACE**

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 36.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
  - 36.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 36.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 36.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
  - 36.2.2. Shall not be applicable to a Contractor, or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 36.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 36.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

**37. ORDERING WITH BLANKET PURCHASE AGREEMENT**

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release.

**38. INVOICES**

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

**39. CONTRACT ADMINISTRATION**

The Director of Purchasing and Contracting is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement.

The County has designated the following individual as the Contracting Officer's Representative (COR):

Robert Quinones (619) 616-2873

The COR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Board of Supervisors and/or the Contracting Officer issuing a properly executed Change Order modification.

40. **CONTRACT PROGRESS MEETING**

The Contracting Officer's Representative (COR) and other County Personnel, as appropriate, will meet periodically with the Contractor to review the contract performance. At these meetings the COR will appraise the Contractor of how the County views the Contractor's performance and the Contractor will appraise the County of problems, if any, being experienced. The Contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contracts. Appropriate action shall be taken to resolve outstanding issues.

The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with minutes, the Contractor will set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

41. **INDEPENDENT CONTRACTOR**

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

42. **SUBCONTRACT FOR WORK OR SERVICES (July 2008)**

No contract shall be made by the Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the Contracting Officer's Representative (COR); but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in proposal and agreed to any resulting contract.

Contractors are further reminded that it is the County's policy to encourage the participation of small and Disabled Veterans Business Enterprises. This includes: ensuring that, if available, small and Disabled Veterans Business Enterprise firms are solicited, where feasible dividing the requirement into smaller units for the purpose of greater participation, and establishing delivery and payment schedules which will facilitate participation by small and Disabled Veterans Business Enterprises.

43. **INTEREST OF CONTRACTOR**

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, 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 contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

44. **LICENSING**

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All offerors and contractors shall be licensed, if required, in accordance with the laws of this state and any offeror or contractor not so licensed is subject to the penalties imposed by such laws.

45. **CONTRACT EXTENSION OPTION**

45.1. One to six months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than six (6) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to expiration of the contract. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

46. **PERSONNEL ASSIGNMENT AND REASSIGNMENT**

- 46.1. Resumes of individuals who will be assigned to the project will be furnished. All such personnel will be assigned to the project in the event of contract award.
- 46.2. A project manager will be assigned, (if more than one individual is assigned) as the individual responsible for the overall performance of any resulting contract and will be directly responsible for responding to the Contracting Officer's Representative (COR) at all times during the term of this contract.
- 46.3. No reassignments of personnel will be allowed without full resume submittal, justification therefor and approval by the Contracting Officer's Representative (COR).

47. **RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

48. **SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

NEXT BID



**SIGN AND RETURN ALL SECTIONS**

**SECTION A REQUEST FOR BID AND GENERAL INFORMATION**

1. REQUEST FOR BID .....A-1  
 2. TABLE OF CONTENTS ..... A-2/3  
 3. REPRESENTATIONS AND CERTIFICATIONS .....A-4  
 4. STATEMENT OF WORK..... A-5/6  
 5. PRICE SCHEDULE – SEPARATE ATTACHMENT IN EXCEL.....A-7  
 6. PUBLIC AGENCY/RENEWAL.....A-8  
 7. COUNTY CONTRACTOR PARTICIPATION (JULY 2008).....A-8  
 8. AUTOMATIC CONTRACT RENEWAL .....A-8  
 9. CALIFORNIA REVENUE AND TAXATION CODE SECTION.....A-8  
 10. FRANCHISE TAX BOARD WEBSITES.....A-8

**SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS**

1. PRICING YOUR BID.....B-1  
 2. SUBMITTING YOUR BID .....B-1  
 3. EVALUATION AND AWARD .....B-2  
 4. PROTEST PROCEDURES.....B-2  
 5. LOCAL BUSINESS PREFERENCE.....B-2

**SECTION C STANDARD TERMS AND CONDITIONS**

1. DEFINITIONS .....C-1  
 2. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED .....C-1  
 3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST .....C-1  
 4. CAL OSHA.....C-1  
 5. FORMAL BIDS .....C-1  
 6. DELIVERY.....C-1  
 7. INSPECTION.....C-1  
 8. TERMINATION FOR DEFAULT .....C-1  
 9. TERMINATION FOR CONVENIENCE .....C-2  
 10. TITLE .....C-2  
 11. VARIATIONS IN SPECIFICATIONS.....C-2  
 12. HAZARDOUS SUBSTANCES.....C-2  
 13. PROHIBITED CONTRACTS .....C-2  
 14. ESTIMATED QUANTITIES.....C-3  
 15. AVAILABILITY OF FUNDING.....C-3  
 16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES .....C-3  
 17. DUTY TO INQUIRE .....C-3  
 18. DISPUTES .....C-4  
 19. CHANGES.....C-4  
 20. ASSIGNABILITY .....C-4  
 21. INDEMNITY .....C-4  
 22. CONDUCT OF CONTRACTOR.....C-4  
 23. DISALLOWANCE .....C-5  
 24. GOVERNING LAW.....C-5  
 25. AUDIT AND INSPECTION OF RECORDS .....C-5  
 26. PATENT AND COPYRIGHT INFRINGEMENT .....C-5  
 27. CONTRACTOR REPRESENTATION .....C-5  
 28. WARRANTY.....C-5  
 29. INSURANCE.....C-6  
 30. PERMITS, NOTICES, FEES AND LAWS .....C-6  
 31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH .....C-6  
 32. FINDINGS CONFIDENTIAL.....C-6  
 33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL.....C-6

34.	<u>NOTICE</u> .....	C-6
35.	<u>PRODUCT IDENTIFICATION AND LABELING</u> .....	C-6
36.	<u>DRUG &amp; ALCOHOL FREE WORKPLACE</u> .....	C-7
37.	<u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u> .....	C-7
38.	<u>INVOICES</u> .....	C-7
39.	<u>CONTRACT ADMINISTRATION</u> .....	C-7
40.	<u>CONTRACT PROGRESS MEETING</u> .....	C-8
41.	<u>INDEPENDENT CONTRACTOR</u> .....	C-8
42.	<u>SUBCONTRACT FOR WORK OR SERVICES</u> .....	C-8
43.	<u>INTEREST OF CONTRACTOR</u> .....	C-8
44.	<u>LICENSING</u> .....	C-8
45.	<u>CONTRACT EXTENSION OPTION</u> .....	C-8
46.	<u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u> .....	C-9
47.	<u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u> .....	C-9
48.	<u>SEVERABILITY</u> .....	C-9

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SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

**1. Specifications:**

- 1.1 The bath towels shall be 20" X 40" in finished size with a minimum weight of 8 pounds per dozen.
- 1.2 Blend should be 84% cotton and 16% polyester.
- 1.3 **Only first quality shall be accepted.**

**2. Sample and Testing:**

- 2.1 A sample of one (1) dozen of the towels shall be provided at vendor's expense for testing.
  - 2.1.1 Samples are to be submitted with the bid to be considered responsive. The County shall have the right to review the samples to determine if submitted sample is acceptable.
  - 2.1.2 Samples must meet specifications to be considered.
  - 2.1.3 The County's decision to award is contingent upon its acceptance of the products provided in the sample.
  - 2.1.4 During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the vendor be permitted to increase prices on the basis of substituted item(s).
  - 2.1.5 Samples will not be returned.
- 2.2 Sample towels shall be tested for Shrinkage Tolerance: No more than 14% along the warp way (length) and maximum of 8% along the fill way (width) of the stated finished size of 20" x 40". Finished size and minimum weigh are after shrinkage.

**3. Order and Delivery:**

- 3.1 The total units of towels required are up to 4,500 dozens for the initial year and 4,500 dozens for each of the two option years.
- 3.2 The estimated number of orders per year is five to six times via submitted individual releases in varying number of dozens and up to 4,500 dozens total per year.
- 3.3 Each order shall be packaged and delivered as follow:
  - 3.3.1 Towels must be packed and delivered at 5 dozens per box.
  - 3.3.2 All boxes must be palletized and strapped down. Each pallet must be labeled with the following information:
    - 3.3.2.1 Name and Address of Vendor
    - 3.3.2.2 San Diego County BPA #
    - 3.3.2.3 Corresponding Sub Order #
    - 3.3.2.4 Item Description
    - 3.3.2.5 Addressee Name and address
- 3.4 Delivery shall be received to the following location **within 14 days of order placed:**
  - East Mesa Central Warehouse
  - 446 Alta Road, Bay 23
  - San Diego, CA 92158
  - Attn: Robert Quinones
- 3.5 Delivery Hours: 0700 - 1430 Monday through Friday (Closed on Holidays)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

3.6 For all the above shipment, the product shall meet specifications. The vendor shall guarantee the same specifications for all products shipped or shall send a sample and get prior approval before shipment. Vendor shall also guarantee that the product will be free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the county if the product does not meet specification and if defects are discovered upon receipt.

**4. Award:**

- 4.1 Award shall be based on the lowest price for the item meeting all specifications and requirements stated.
- 4.2 The County of San Diego reserves the right to award to a primary and secondary Supplier. The Secondary Supplier will be used when the Primary Supplier cannot meet requirements stated on the RFB at time of order placement.

**5. Department Contact:**

All invoices and inquiries shall be directed to the Contracting Officer's Representative (COR) at:

San Diego County Sheriff's Department  
East Mesa Central Warehouse  
C/o Roberto Quiñones  
446 Alta Road, Bay 23  
San Diego, CA. 92158

**SECTION A**

**PRICING SCHEDULE**

ENTER PRICING ON EXCEL WORKBOOK (POSTED AS SEPARATE DOCUMENT TO BUYNET).  
THERE IS ONE WORKSHEET FOR ALL TERM PERIODS INCLUDING GRAND TOTAL

SUBMIT ORIGINAL HARDCOPY OF PRICING SCHEDULE WORKSHEET WITH YOUR BID.

INSERT YOUR PRINTED PRICING SCHEDULE WORKSHEET AFTER THIS PAGE.

**PUBLIC AGENCY PARTICIPATION (July 2008)**

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

**COUNTY CONTRACTOR PARTICIPATION (July 2008)**

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

**AUTOMATIC CONTRACT RENEWAL (July 2008)**

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed 31-Dec-2018.

**WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:**

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. 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 you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**FRANCHISE TAX BOARD WEBSITES:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

**SECTION B**  
**COUNTY OF SAN DIEGO'S**  
**INSTRUCTIONS FOR COMPLETING REQUEST FOR BID**  
**AND PRE-AWARD REQUIREMENTS**

Rev 01/04

**1. PRICING YOUR BID**

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 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.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty- (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

**2. SUBMITTING YOUR BID**

- 2.1 Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 5560 Overland Avenue, Suite 270, San Diego, California 92123, by 11:00 a.m. on the day specified. Bids will be publicly opened at that time.
- 2.2 Failure to bid on authorized County form may be cause for rejection of bid.
- 2.3 Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
- 2.4 Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
- 2.5 The County's primary means of providing bids and addenda is the County BuyNet Internet website:
- 2.6 No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County BuyNet website.
- 2.7 Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.
- 2.8 Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.
- 2.9 Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

- 2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

3. **EVALUATION AND AWARD**

- 3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.
- 3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

4. **PROTEST PROCEDURES**

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

**For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.html>

5. **LOCAL BUSINESS PREFERENCE**

Responsive bids from responsible local San Diego County businesses shall be given preference for award over bids received from non-local businesses. "Local Business" is defined as a business with a valid license issued by a city within the County, employing San Diego residents, and with a verifiable address within the County, or a business employing San Diego residents and with a verifiable address in an unincorporated area of the county. Post Office Boxes do not qualify as verifiable local business addresses. If a tie bid occurs between a local business and a non-local business, award shall be made to the local business.

If the lowest responsible, responsive bid is submitted by a non-local business, one percent (1%) shall be subtracted from the lowest responsive, responsible bid submitted by a local business in evaluating the bids for award. If application of the one percent (1%) factor results in the local business bid being equal to or lower than the non-local business bid, contract award will be made to the local business at the local business bid price, except for public works and construction bids, or if prohibited by State or Federal law.

**SECTION C**  
**TERMS & CONDITIONS OF REQUEST FOR BIDS**  
**AND RESULTANT CONTRACT OR PURCHASE ORDER**

**1. DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

**2. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED (Rev. 11/97)**

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

**3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

**4. CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

**5. FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the even of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

**6. DELIVERY**

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

**7. INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

**8. TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to

specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 8.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

## 9. TERMINATION FOR CONVENIENCE

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 9.1. The unit or pro rata price for the delivered and accepted portion.
- 9.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 9.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 9.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

## 10. TITLE

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

## 11. VARIATIONS IN SPECIFICATIONS

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

## 12. HAZARDOUS SUBSTANCES (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

## 13. PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that 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:

- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section 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
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

14. **ESTIMATED QUANTITIES** (March 1993)

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

15. **AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

16. **INSPECTION OF SERVICE/MATERIALS/SUPPLIES**

- 16.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 16.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

17. **DUTY TO INQUIRE**

Should an Offeror find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer/Procurement Specialist in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

## **18. DISPUTES**

- 18.1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.
- 18.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## **19. CHANGES**

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

## **20. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

## **21. 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, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this contract, and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. However, Contractor shall have no obligation 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.

## **22. CONDUCT OF CONTRACTOR**

- 22.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 22.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 22.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

- 22.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

**23. DISALLOWANCE**

In the event the Contractor receives payment for services under this contract which 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.

**24. GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the State of California.

**25. AUDIT AND INSPECTION OF RECORDS**

- 25.1. General. The County shall have the audit and inspection rights described in this section.
- 25.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 25.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
- 25.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 25.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 25.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

**26. PATENT AND COPYRIGHT INFRINGEMENT**

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

**27. CONTRACTOR REPRESENTATION**

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

**28. WARRANTY**

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**29. INSURANCE**

Before commencement of the work, contractor shall submit Certificates of Insurance evidencing that contractor has obtained for the period of the contract, from generally recognized responsible insurer, insurance in the following forms of coverage and minimum amounts specified:

- 29.1. A policy of Worker's Compensation in statutory amounts.
- 29.2. Commercial General Liability insurance written on an "occurrence" basis and in an amount of not less than \$1,000,000 each occurrence.
- 29.3. Automobile Liability Insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 combined single limit.
- 29.4. The policies (except for Workers' Compensation) shall name the County of San Diego as additional insured.
- 29.5. Each policy of insurance shall contain the following clause:  
  
"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the COTR shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said COTR, as evidenced by properly validated return receipt."
- 29.6. The County of San Diego shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exist at the time a change in insurance is required. County requirement shall be reasonable.

**30. PERMITS, NOTICES, FEES AND LAWS**

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

**31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH**

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

**32. FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**34. NOTICE**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

**35. PRODUCT IDENTIFICATION AND LABELING**

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair

Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

### 36. **DRUG & ALCOHOL FREE WORKPLACE**

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 36.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
  - 36.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 36.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 36.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
  - 36.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 36.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 36.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

### 37. **ORDERING WITH BLANKET PURCHASE AGREEMENT**

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release.

### 38. **INVOICES**

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

### 39. **CONTRACT ADMINISTRATION**

The Director of Purchasing and Contracting is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement.

The County has designated the following individual as the Contracting Officer's Representative (COR):

Robert Quinones (619) 616-2873

The COR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Board of Supervisors and/or the Contracting Officer issuing a properly executed Change Order modification.

**40. CONTRACT PROGRESS MEETING**

The Contracting Officer's Representative (COR) and other County Personnel, as appropriate, will meet periodically with the Contractor to review the contract performance. At these meetings the COR will appraise the Contractor of how the County views the Contractor's performance and the Contractor will appraise the County of problems, if any, being experienced. The Contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contracts. Appropriate action shall be taken to resolve outstanding issues.

The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with minutes, the Contractor will set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**41. INDEPENDENT CONTRACTOR**

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

**42. SUBCONTRACT FOR WORK OR SERVICES (July 2008)**

No contract shall be made by the Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the Contracting Officer's Representative (COR); but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in proposal and agreed to any resulting contract.

Contractors are further reminded that it is the County's policy to encourage the participation of small and Disabled Veterans Business Enterprises. This includes: ensuring that, if available, small and Disabled Veterans Business Enterprise firms are solicited, where feasible dividing the requirement into smaller units for the purpose of greater participation, and establishing delivery and payment schedules which will facilitate participation by small and Disabled Veterans Business Enterprises.

**43. INTEREST OF CONTRACTOR**

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, 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 contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

**44. LICENSING**

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All offerors and contractors shall be licensed, if required, in accordance with the laws of this state and any offeror or contractor not so licensed is subject to the penalties imposed by such laws.

**45. CONTRACT EXTENSION OPTION**

45.1. One to six months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than six (6) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to expiration of the contract. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

46. **PERSONNEL ASSIGNMENT AND REASSIGNMENT**

- 46.1. Resumes of individuals who will be assigned to the project will be furnished. All such personnel will be assigned to the project in the event of contract award.
- 46.2. A project manager will be assigned, (if more than one individual is assigned) as the individual responsible for the overall performance of any resulting contract and will be directly responsible for responding to the Contracting Officer's Representative (COR) at all times during the term of this contract.
- 46.3. No reassignments of personnel will be allowed without full resume submittal, justification therefor and approval by the Contracting Officer's Representative (COR).

47. **RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

48. **SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

Pricing Schedule for RFB# 6216 - B

				BASE PERIOD PRICING: JAN 1, 2014 TO DEC 31, 2014	
Item	Description	Unit of Measure	Annual Usage	Unit Cost	Extended Price
1	Bath Towels; size: 20" X 40"	Dozen	4,500	10	\$ 42,750.00

Our Quote \$9.50/dz  
it multiplies out correctly,

**COMPANY NAME:** American Textile Systems  
**CONTACT NAME:** Julia Weber  
**PHONE NUMBER:** 562-229-0036  
**FAX NUMBER:** 562-229-0597  
**EMAIL ADDRESS:** Julia@amtexsys.com

But field changes,  
rands up visual  
Price.

*JW*

**Bath Towels**

<b>FIRST OPTION PERIOD: JAN 1, 2015 THROUGH DEC 31, 2015</b>		<b>SECOND OPTION PERIOD: JAN 1, 2016 THROUGH DEC 31, 2016</b>		
<b>Unit Cost</b>	<b>Extended Price</b>	<b>Unit Cost</b>	<b>Extended Price</b>	<b>TOTAL FOR ALL YEARS</b>
\$ 9.50	\$ 42,750.00	\$ 9.50	\$ 42,750.00	\$ 128,250.00
				<b>BASIS OF AWARD</b>

## **BIDDERS INSTRUCTIONS**

Enter unit prices to 2 decimal points, for each line item in Base Term Period, 1st Option Period, 2nd Option Period, 3rd Option Period, and 4th Option Period (see tabs below for each lot).

These worksheets have built-in formulas that will calculate the extended prices for each line item and each term period. The total of all years is the basis for award for each individual item.

The worksheets are locked/protected. The format and the content of the worksheets should not be tampered with or altered in any way.

**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.

**1. NOT-FOR-PROFIT ORGANIZATIONS**

Attach proof of status and omit Paragraph 3.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

**3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE**

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by: N/A

Certifying Government Agency: \_\_\_\_\_

Certification #: \_\_\_\_\_

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

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

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. 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; and
- 4.3. 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 4.2 of this certification; and

4.4. 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.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

**5. CERTIFICATE OF CURRENT COST OR PRICING**

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

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. 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 Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which 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; and

6.3. 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.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

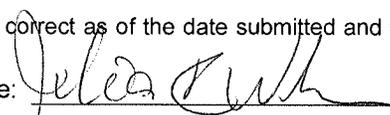
**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 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: Julia Weber

Title: Regional Sales Manager

Company/Organization: American Textile Systems

Signature: 

Date: 11/14/13

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

NEXT BID

SECTION A  
COUNTY OF SAN DIEGO  
**REQUEST FOR BID**  
THIS IS NOT AN ORDER

Date Issued **October 18, 2013**  
RFB No. **6216**

**MAIL OR DELIVER TO:**  
DEPARTMENT OF PURCHASING AND CONTRACTING  
COUNTY OF SAN DIEGO, **RFB NO. 6216**  
5560 OVERLAND AVENUE, SUITE 270  
SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL  
Martha Trevejo, Sr. Procurement Specialist,  
Martha.Trevejo@sdcounty.ca.gov 858.505.6527

UNSPSC Commodity Code: 521217.0000

BID OPENING DATE: November 18, 2013  
Bids must be received at the  
upper left address prior to 11:00 A.M.  
on the date of the Bid Opening.

AWARD: WILL BE MADE TO THE LOWEST  
RESPONSIVE RESPONSIBLE BIDDER  
BASED ON:  
[X] ALL OR NONE [ ] EACH LOT  
[ ] TOTAL PRICE [ ] EACH ITEM  
[ ] OTHER (SEE PRICING SCHEDULE)

PLEASE STATE YOUR LOWEST PRICE,  
F.O.B. DESTINATION AND  
BRAND NAME OR TRADE NAME,  
IF APPLICABLE.  
(PLEASE USE TYPEWRITER OR BLACK INK)  
Envelope must include RFB No. 6216

DESCRIPTION

THE COUNTY OF SAN DIEGO SHERIFF DEPARTMENT HAS A REQUIREMENT FOR **BATH TOWELS** IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL CONTRACT TERM: 01-JAN-2014 THRU 31-DEC-2014  
1<sup>ST</sup> OPTION PERIOD: 01-JAN-2015 THRU 31-DEC-2015  
2<sup>ND</sup> OPTION PERIOD: 01-JAN-2016 THRU 31-DEC-2016

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH YEAR IN THE TERM PERIOD IDENTIFIED ABOVE. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON **ALL** ITEMS FOR ALL YEARS. IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

**THE COUNTY OF SAN DIEGO RESERVES THE RIGHT TO AWARD TO A PRIMARY AND SECONDARY SUPPLIER.**

Bidder acknowledges Addendum No. 1 [ ] 2 [ ] 3 [ ] 4 [ ] 5 [ ]

SUBJECT TO ACCEPTANCE WITHIN [90] DAYS

PAYMENT TERMS NET 30 OR % day

NAME AND ADDRESS OF BIDDER (Type or Print)

**ICS JAIL SUPPLIES, INC.**

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:

Jm Bogin III  
Vice President

Street, City, State, Zip

P.O. Box 21056  
Waco, TX 76702-1056

Phone: 800-524-5427 Fax: 254-751-0299

WWW.ICSWACO.COM

Telephone: ( )

bids@icswaco.com

SIGNATURE

Fax Number ( )

sales@icswaco.com

OFFEROR DATE

FED ID # 27-1494351

GSA Contract # GS-07F-0552U

TXMAS-12-84060 (This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:

COUNTY OF SAN DIEGO

BY:

DATE

JOHN M. PELLEGRINO, Director

TOTAL AMOUNT

AWARD NO.

NAME AND TITLE OF CONTRACTING OFFICER

**ICS JAIL SUPPLIES, INC.**

P.O. Box 21056  
Waco, TX 76702-1056  
Phone: 800-524-5427 Fax: 254-751-0299  
WWW.ICSWACO.COM  
bids@icswaco.com  
sales@icswaco.com  
FED ID # 27-1494351  
GSA Contract # GS 07F-0552U  
TXMAS-12-84060

**SIGN AND RETURN ALL SECTIONS**

**SECTION A REQUEST FOR BID AND GENERAL INFORMATION**

1. REQUEST FOR BID ..... A-1  
 2. TABLE OF CONTENTS ..... A-2/3  
 3. REPRESENTATIONS AND CERTIFICATIONS ..... A-4  
 4. STATEMENT OF WORK ..... A-5/6  
 5. PRICE SCHEDULE – SEPARATE ATTACHMENT IN EXCEL ..... A-7  
 6. PUBLIC AGENCY/RENEWAL ..... A-8  
 7. COUNTY CONTRACTOR PARTICIPATION (JULY 2008) ..... A-8  
 8. AUTOMATIC CONTRACT RENEWAL ..... A-8  
 9. CALIFORNIA REVENUE AND TAXATION CODE SECTION ..... A-8  
 10. FRANCHISE TAX BOARD WEBSITES ..... A-8

**SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS**

1. PRICING YOUR BID ..... B-1  
 2. SUBMITTING YOUR BID ..... B-1  
 3. EVALUATION AND AWARD ..... B-2  
 4. PROTEST PROCEDURES ..... B-2  
 5. LOCAL BUSINESS PREFERENCE ..... B-2

**SECTION C STANDARD TERMS AND CONDITIONS**

1. DEFINITIONS ..... C-1  
 2. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED ..... C-1  
 3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST ..... C-1  
 4. CAL OSHA ..... C-1  
 5. FORMAL BIDS ..... C-1  
 6. DELIVERY ..... C-1  
 7. INSPECTION ..... C-1  
 8. TERMINATION FOR DEFAULT ..... C-1  
 9. TERMINATION FOR CONVENIENCE ..... C-2  
 10. TITLE ..... C-2  
 11. VARIATIONS IN SPECIFICATIONS ..... C-2  
 12. HAZARDOUS SUBSTANCES ..... C-2  
 13. PROHIBITED CONTRACTS ..... C-2  
 14. ESTIMATED QUANTITIES ..... C-3  
 15. AVAILABILITY OF FUNDING ..... C-3  
 16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES ..... C-3  
 17. DUTY TO INQUIRE ..... C-3  
 18. DISPUTES ..... C-4  
 19. CHANGES ..... C-4  
 20. ASSIGNABILITY ..... C-4  
 21. INDEMNITY ..... C-4  
 22. CONDUCT OF CONTRACTOR ..... C-4  
 23. DISALLOWANCE ..... C-5  
 24. GOVERNING LAW ..... C-5  
 25. AUDIT AND INSPECTION OF RECORDS ..... C-5  
 26. PATENT AND COPYRIGHT INFRINGEMENT ..... C-5  
 27. CONTRACTOR REPRESENTATION ..... C-5  
 28. WARRANTY ..... C-5  
 29. INSURANCE ..... C-5  
 30. PERMITS, NOTICES, FEES AND LAWS ..... C-6  
 31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH ..... C-6  
 32. FINDINGS CONFIDENTIAL ..... C-6  
 33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL ..... C-6

**ICS JAIL SUPPLIES, INC.**  
 P.O. Box 21056  
 Waco, TX 76702-1056  
 Phone: 800-524-5427 Fax: 254-751-0299  
 WWW.ICSWACO.COM  
 bids@icswaco.com  
 sales@icswaco.com  
 FED ID # 27-1494351  
 GSA Contract # GS 07F-0552U  
 TXMAS-12-84060

34. <u>NOTICE</u> .....	C-6
35. <u>PRODUCT IDENTIFICATION AND LABELING</u> .....	C-6
36. <u>DRUG &amp; ALCOHOL FREE WORKPLACE</u> .....	C-7
37. <u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u> .....	C-7
38. <u>INVOICES</u> .....	C-7
39. <u>CONTRACT ADMINISTRATION</u> .....	C-7
40. <u>CONTRACT PROGRESS MEETING</u> .....	C-8
41. <u>INDEPENDENT CONTRACTOR</u> .....	C-8
42. <u>SUBCONTRACT FOR WORK OR SERVICES</u> .....	C-8
43. <u>INTEREST OF CONTRACTOR</u> .....	C-8
44. <u>LICENSING</u> .....	C-8
45. <u>CONTRACT EXTENSION OPTION</u> .....	C-8
46. <u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u> .....	C-9
47. <u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u> .....	C-9
48. <u>SEVERABILITY</u> .....	C-9

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A - 4

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TXMAS-12-84060

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

**1. Specifications:**

- 1.1 The bath towels shall be 20" X 40" in finished size with a minimum weight of 8 pounds per dozen.
- 1.2 Blend should be 84% cotton and 16% polyester.
- 1.3 **Only first quality shall be accepted.**

**2. Sample and Testing:**

- 2.1 A sample of one (1) dozen of the towels shall be provided at vendor's expense for testing.
  - 2.1.1 Samples are to be submitted with the bid to be considered responsive. The County shall have the right to review the samples to determine if submitted sample is acceptable.
  - 2.1.2 Samples must meet specifications to be considered.
  - 2.1.3 The County's decision to award is contingent upon its acceptance of the products provided in the sample.
  - 2.1.4 During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the vendor be permitted to increase prices on the basis of substituted item(s).
  - 2.1.5 Samples will not be returned.
- 2.2 Sample towels shall be tested for Shrinkage Tolerance: No more than 14% along the warp way (length) and maximum of 8% along the fill way (width) of the stated finished size of 20" x 40". Finished size and minimum weigh are after shrinkage.

**3. Order and Delivery:**

- 3.1 The total units of towels required are up to 4,500 dozens for the initial year and 4,500 dozens for each of the two option years.
- 3.2 The estimated number of orders per year is five to six times via submitted individual releases in varying number of dozens and up to 4,500 dozens total per year.
- 3.3 Each order shall be packaged and delivered as follow:
  - 3.3.1 Towels must be packed and delivered at 5 dozens per box.
  - 3.3.2 All boxes must be palletized and strapped down. Each pallet must be labeled with the following information:
    - 3.3.2.1 Name and Address of Vendor
    - 3.3.2.2 San Diego County BPA #
    - 3.3.2.3 Corresponding Sub Order #
    - 3.3.2.4 Item Description
    - 3.3.2.5 Addressee Name and address
- 3.4 Delivery shall be received to the following location **within 14 days of order placed:**
  - East Mesa Central Warehouse
  - 446 Alta Road, Bay 23
  - San Diego, CA 92158
  - Attn: Robert Quinones
- 3.5 Delivery Hours: 0700 - 1430 Monday through Friday (Closed on Holidays)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

3.6 For all the above shipment, the product shall meet specifications. The vendor shall guarantee the same specifications for all products shipped or shall send a sample and get prior approval before shipment. Vendor shall also guarantee that the product will be free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the county if the product does not meet specification and if defects are discovered upon receipt.

**4. Award:**

- 4.1 Award shall be based on the lowest price for the item meeting all specifications and requirements stated.
- 4.2 The County of San Diego reserves the right to award to a primary and secondary Supplier. The Secondary Supplier will be used when the Primary Supplier cannot meet requirements stated on the RFB at time of order placement.

**5. Department Contact:**

All invoices and inquiries shall be directed to the Contracting Officer's Representative (COR) at:

San Diego County Sheriff's Department  
East Mesa Central Warehouse  
C/o Roberto Quiñones  
446 Alta Road, Bay 23  
San Diego, CA. 92158

**ICS JAIL SUPPLIES, INC.**  
P.O. Box 21056  
Waco, TX 76702-1056  
Phone: 800-524-5427 Fax: 254-751-0299  
WWW.ICSWACO.COM  
bids@icswaco.com  
sales@icswaco.com  
FED ID # 27-1494351  
GSA Contract # GS 07F-0552U  
TXMAS-12-84060

**SECTION A**

**PRICING SCHEDULE**

ENTER PRICING ON EXCEL WORKBOOK (POSTED AS SEPARATE DOCUMENT TO BUYNET).  
THERE IS ONE WORKSHEET FOR ALL TERM PERIODS INCLUDING GRAND TOTAL

SUBMIT ORIGINAL HARDCOPY OF PRICING SCHEDULE WORKSHEET WITH YOUR BID.

INSERT YOUR PRINTED PRICING SCHEDULE WORKSHEET AFTER THIS PAGE.

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**PUBLIC AGENCY PARTICIPATION (July 2008)**

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

**COUNTY CONTRACTOR PARTICIPATION (July 2008)**

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

**AUTOMATIC CONTRACT RENEWAL (July 2008)**

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed 31-Dec-2018.

**WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:**

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. 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 you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**FRANCHISE TAX BOARD WEBSITES:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

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SECTION B  
COUNTY OF SAN DIEGO'S  
INSTRUCTIONS FOR COMPLETING REQUEST FOR BID  
AND PRE-AWARD REQUIREMENTS

Rev 01/04

1. PRICING YOUR BID

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 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.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty- (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

2. SUBMITTING YOUR BID

- 2.1 Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 5560 Overland Avenue, Suite 270, San Diego, California 92123, by 11:00 a.m. on the day specified. Bids will be publicly opened at that time.
- 2.2 Failure to bid on authorized County form may be cause for rejection of bid.
- 2.3 Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
- 2.4 Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
- 2.5 The County's primary means of providing bids and addenda is the County BuyNet Internet website:
- 2.6 No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County BuyNet website.
- 2.7 Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.
- 2.8 Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.
- 2.9 Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

- 2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

3. **EVALUATION AND AWARD**

- 3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.
- 3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

4. **PROTEST PROCEDURES**

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made **prior** to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

**For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.html>

5. **LOCAL BUSINESS PREFERENCE**

Responsive bids from responsible local San Diego County businesses shall be given preference for award over bids received from non-local businesses. "Local Business" is defined as a business with a valid license issued by a city within the County, employing San Diego residents, and with a verifiable address within the County, or a business employing San Diego residents and with a verifiable address in an unincorporated area of the county. Post Office Boxes do not qualify as verifiable local business addresses. If a tie bid occurs between a local business and a non-local business, award shall be made to the local business.

If the lowest responsible, responsive bid is submitted by a non-local business, one percent (1%) shall be subtracted from the lowest responsive, responsible bid submitted by a local business in evaluating the bids for award. If application of the one percent (1%) factor results in the local business bid being equal to or lower than the non-local business bid, contract award will be made to the local business at the local business bid price, except for public works and construction bids, or if prohibited by State or Federal law.

**SECTION C**  
**TERMS & CONDITIONS OF REQUEST FOR BIDS**  
**AND RESULTANT CONTRACT OR PURCHASE ORDER**

1. **DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

2. **DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED** (Rev. 11/97)

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

3. **ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

4. **CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. **FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the even of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

6. **DELIVERY**

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

7. **INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

8. **TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to

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specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 8.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 9. TERMINATION FOR CONVENIENCE

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 9.1. The unit or pro rata price for the delivered and accepted portion.
- 9.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 9.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 9.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 10. TITLE

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

#### 11. VARIATIONS IN SPECIFICATIONS

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

#### 12. HAZARDOUS SUBSTANCES (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

#### 13. PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that 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:

- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section 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
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

14. **ESTIMATED QUANTITIES** (March 1993)

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

15. **AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

16. **INSPECTION OF SERVICE/MATERIALS/SUPPLIES**

- 16.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 16.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

17. **DUTY TO INQUIRE**

Should an Offeror find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer/Procurement Specialist in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

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18. **DISPUTES**

- 18.1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.
- 18.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

19. **CHANGES**

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

20. **ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

21. **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, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this contract, and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. However, Contractor shall have no obligation 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.

22. **CONDUCT OF CONTRACTOR**

- 22.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 22.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 22.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

- 22.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

**23. DISALLOWANCE**

In the event the Contractor receives payment for services under this contract which 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.

**24. GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the State of California.

**25. AUDIT AND INSPECTION OF RECORDS**

- 25.1. General. The County shall have the audit and inspection rights described in this section.
- 25.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 25.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
- 25.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 25.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 25.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

**26. PATENT AND COPYRIGHT INFRINGEMENT**

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

**27. CONTRACTOR REPRESENTATION**

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

**28. WARRANTY**

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

29. **INSURANCE**

Before commencement of the work, contractor shall submit Certificates of Insurance evidencing that contractor has obtained for the period of the contract, from generally recognized responsible insurer, insurance in the following forms of coverage and minimum amounts specified:

- 29.1. A policy of Worker's Compensation in statutory amounts.
- 29.2. Commercial General Liability insurance written on an "occurrence" basis and in an amount of not less than \$1,000,000 each occurrence.
- 29.3. Automobile Liability Insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 combined single limit.
- 29.4. The policies (except for Workers' Compensation) shall name the County of San Diego as additional insured.
- 29.5. Each policy of insurance shall contain the following clause:  

"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the COTR shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said COTR, as evidenced by properly validated return receipt."
- 29.6. The County of San Diego shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exist at the time a change in insurance is required. County requirement shall be reasonable.

30. **PERMITS, NOTICES, FEES AND LAWS**

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

31. **AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH**

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

32. **FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

33. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

34. **NOTICE**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

35. **PRODUCT IDENTIFICATION AND LABELING**

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair

**ICS JAIL SUPPLIES, INC.**  
P.O. Box 21056  
Waco, TX 76702-1056  
Phone: 800-524-5427 Fax: 254-751-0299  
WWW.ICSWACO.COM  
bids@icswaco.com  
sales@icswaco.com  
FED ID # 27-1494351  
GSA Contract # GS 07F-0552U  
TXMAS-12-84060

**36. DRUG & ALCOHOL FREE WORKPLACE**

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place. County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 36.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
  - 36.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 36.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 36.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
  - 36.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 36.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 36.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

**37. ORDERING WITH BLANKET PURCHASE AGREEMENT**

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release.

**38. INVOICES**

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

**39. CONTRACT ADMINISTRATION**

The Director of Purchasing and Contracting is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement.

The County has designated the following individual as the Contracting Officer's Representative (COR):

Robert Quinones (619) 616-2873

The COR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Board of Supervisors and/or the Contracting Officer issuing a properly executed Change Order modification.

**ICS JAIL SUPPLIES, INC.**

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bids@icswaco.com  
sales@icswaco.com  
FED ID # 27-1494351  
GSA Contract # GS 07F-0552U  
TXMAS-12-84060

40. CONTRACT PROGRESS MEETING

The Contracting Officer's Representative (COR) and other County Personnel, as appropriate, will meet periodically with the Contractor to review the contract performance. At these meetings the COR will appraise the Contractor of how the County views the Contractor's performance and the Contractor will appraise the County of problems, if any, being experienced. The Contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contracts. Appropriate action shall be taken to resolve outstanding issues.

The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with minutes, the Contractor will set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

41. INDEPENDENT CONTRACTOR

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

42. SUBCONTRACT FOR WORK OR SERVICES (July 2008)

No contract shall be made by the Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the Contracting Officer's Representative (COR); but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in proposal and agreed to any resulting contract.

Contractors are further reminded that it is the County's policy to encourage the participation of small and Disabled Veterans Business Enterprises. This includes: ensuring that, if available, small and Disabled Veterans Business Enterprise firms are solicited, where feasible dividing the requirement into smaller units for the purpose of greater participation, and establishing delivery and payment schedules which will facilitate participation by small and Disabled Veterans Business Enterprises.

43. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, 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 contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

44. LICENSING

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All offerors and contractors shall be licensed, if required, in accordance with the laws of this state and any offeror or contractor not so licensed is subject to the penalties imposed by such laws.

45. CONTRACT EXTENSION OPTION

45.1. One to six months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than six (6) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to expiration of the contract. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

**ICS JAIL SUPPLIES, INC.**  
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bids@icswaco.com  
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FED ID # 27-1494351  
GSA Contract # GS 07F-0552U  
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46. **PERSONNEL ASSIGNMENT AND REASSIGNMENT**

- 46.1. Resumes of individuals who will be assigned to the project will be furnished. All such personnel will be assigned to the project in the event of contract award.
- 46.2. A project manager will be assigned, (if more than one individual is assigned) as the individual responsible for the overall performance of any resulting contract and will be directly responsible for responding to the Contracting Officer's Representative (COR) at all times during the term of this contract.
- 46.3. No reassignments of personnel will be allowed without full resume submittal, justification therefor and approval by the Contracting Officer's Representative (COR).

47. **RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

48. **SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

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**Pricing Schedule for RFB# 6216 - Bath Towels**

Item	Description	Unit of Measure	Annual Usage	BASE PERIOD PRICING: JAN 1, 2014 TO DEC 31, 2014		FIRST OPTION PERIOD: JAN 1, 2015 THROUGH DEC 31, 2015		SECOND OPTION PERIOD: JAN 1, 2016 THROUGH DEC 31, 2016		TOTAL FOR ALL YEARS
				Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	
1	Bath Towels; size: 20" X 40"	Dozen	4,500	\$17.97 DZ	\$80,865.00	\$18.87 DZ	\$84,915.00	\$19.81 DZ	\$89,145.00	\$254,925.00
										BASIS OF AWARD

<b>COMPANY NAME:</b>	<b>ICS JAIL SUPPLIES, INC.</b>
<b>CONTACT NAME:</b>	P.O. Box 21056 Waco, TX 76702-1056
<b>PHONE NUMBER:</b>	Phone: 800-524-5427 Fax: 254-751-0299
<b>FAX NUMBER:</b>	WWW.ICSWACO.COM
<b>EMAIL ADDRESS:</b>	bids@icswaco.com sales@icswaco.com
	FED ID # 27-1494351
	GSA Contract # GS 07F-0552U
	TXMAS-12-84060

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.

**1. NOT-FOR-PROFIT ORGANIZATIONS**

Attach proof of status and omit Paragraph 3.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

**3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE**

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency: \_\_\_\_\_

Certification #: \_\_\_\_\_

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

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

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. 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; and
- 4.3. 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 4.2 of this certification; and

- 4.4. 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.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.
- 4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
- 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

**5. CERTIFICATE OF CURRENT COST OR PRICING**

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

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. 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 Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
  - 6.2. Unless otherwise required by law, the prices which 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; and
  - 6.3. 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.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

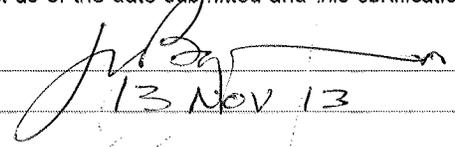
**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 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: Jm Bogan III

Title: Vice President

Company/Organization: ICS Jail Supplies, Inc

Signature: 

Date: 13 Nov 13

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

**ICS JAIL SUPPLIES, INC.**



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 21, 2013

## ADDENDUM No. 1

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Quick question regarding this referenced bid. Wanted to be sure the weight and size are what you wanted. In the past the County has purchased 20 x 40 towels that were 5 lb./dz. Usually a 8 lb.dz. Towel is 24 x 48 in size?
- A:** *Yes, the weight for a dozen of 20 x 40 towels is 5lb.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 22, 2013

## ADDENDUM No. 2

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Regarding the above referenced bid, can you please advise who was awarded these items before and at what price?
- A:** *Primary Supplier: American Textile Systems with a price of \$9.57/dz.  
Secondary Supplier: Bob Barker with a price of \$11.79/dz.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (619) 505-6367  
FAX (619) 715-6452

November 8, 2013

## ADDENDUM No. 3

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 3 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** On bid 6216, since the bid requests prices thru 2016. Is there an option for both parties to pull out of the contract after the first year?
- A:** *The County of San Diego, Sheriff's Department has the option to Terminate for Convenience. See Section C, paragraph 9, located in page C-2 of the RFB document. However, the Supplier does not have the option to pull out of the Contract after award has been made.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (619) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT

NEXT BID

SECTION A  
 COUNTY OF SAN DIEGO  
**REQUEST FOR BID**  
 THIS IS NOT AN ORDER

**MAIL OR DELIVER TO:**  
 DEPARTMENT OF PURCHASING AND CONTRACTING  
 COUNTY OF SAN DIEGO, **RFB NO. 6216**  
 5560 OVERLAND AVENUE, SUITE 270  
 SAN DIEGO, CA 92123

|| FOR INFORMATION, PLEASE CALL  
 || Martha Trevejo, Sr. Procurement Specialist,  
 || [Martha.Trevejo@sdcounty.ca.gov](mailto:Martha.Trevejo@sdcounty.ca.gov) 858.505.6527

|| BID OPENING DATE: November 18, 2013

|| Bids must be received at the  
 || upper left address prior to 11:00 A.M.  
 || on the date of the Bid Opening.

UNSPSC Commodity Code: 521217.0000

|| PLEASE STATE YOUR LOWEST PRICE,  
 || F.O.B. DESTINATION AND  
 || BRAND NAME OR TRADE NAME  
 || IF APPLICABLE.

AWARD: WILL BE MADE TO THE LOWEST  
 RESPONSIVE RESPONSIBLE BIDDER  
 BASED ON:  
 ALL OR NONE       EACH LOT  
 TOTAL PRICE       EACH ITEM  
 OTHER (SEE PRICING SCHEDULE)

|| (PLEASE USE TYPEWRITER OR BLACK INK)  
 || **Envelope must include RFB No. 6216**

DESCRIPTION

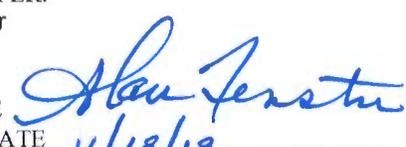
THE COUNTY OF SAN DIEGO SHERIFF DEPARTMENT HAS A REQUIREMENT FOR **BATH TOWELS** IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL CONTRACT TERM: 01-JAN-2014 THRU 31-DEC-2014  
 1<sup>ST</sup> OPTION PERIOD: 01-JAN-2015 THRU 31-DEC-2015  
 2<sup>ND</sup> OPTION PERIOD: 01-JAN-2016 THRU 31-DEC-2016

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH YEAR IN THE TERM PERIOD IDENTIFIED ABOVE. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON **ALL** ITEMS FOR ALL YEARS, IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

**THE COUNTY OF SAN DIEGO RESERVES THE RIGHT TO AWARD TO A PRIMARY AND SECONDARY SUPPLIER.**

Bidder acknowledges Addendum No. 1  2  3  4  5

SUBJECT TO ACCEPTANCE WITHIN [90] DAYS	PAYMENT TERMS <u>NET 30</u> OR % day
NAME AND ADDRESS OF BIDDER (Type or Print) Tabb Textile Co., Inc. Street, City, State, Zip 511 Pleasant Drive Opelika, AL 36801 Telephone: (334) 745-6762 Fax Number (334) 745-2377	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER: Alan Fenster President SIGNATURE  OFFEROR DATE <u>11/13/13</u>

**NOTIFICATION OF AWARD**  
 (This section for County use only)

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

**SIGN AND RETURN ALL SECTIONS**

**SECTION A REQUEST FOR BID AND GENERAL INFORMATION**

1. REQUEST FOR BID ..... A-1  
 2. TABLE OF CONTENTS ..... A-2/3  
 3. REPRESENTATIONS AND CERTIFICATIONS ..... A-4  
 4. STATEMENT OF WORK ..... A-5/6  
 5. PRICE SCHEDULE – SEPARATE ATTACHMENT IN EXCEL ..... A-7  
 6. PUBLIC AGENCY/RENEWAL ..... A-8  
 7. COUNTY CONTRACTOR PARTICIPATION (JULY 2008) ..... A-8  
 8. AUTOMATIC CONTRACT RENEWAL ..... A-8  
 9. CALIFORNIA REVENUE AND TAXATION CODE SECTION ..... A-8  
 10. FRANCHISE TAX BOARD WEBSITES ..... A-8

**SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS**

1. PRICING YOUR BID ..... B-1  
 2. SUBMITTING YOUR BID ..... B-1  
 3. EVALUATION AND AWARD ..... B-2  
 4. PROTEST PROCEDURES ..... B-2  
 5. LOCAL BUSINESS PREFERENCE ..... B-2

**SECTION C STANDARD TERMS AND CONDITIONS**

1. DEFINITIONS ..... C-1  
 2. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED ..... C-1  
 3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST ..... C-1  
 4. CAL OSHA ..... C-1  
 5. FORMAL BIDS ..... C-1  
 6. DELIVERY ..... C-1  
 7. INSPECTION ..... C-1  
 8. TERMINATION FOR DEFAULT ..... C-1  
 9. TERMINATION FOR CONVENIENCE ..... C-2  
 10. TITLE ..... C-2  
 11. VARIATIONS IN SPECIFICATIONS ..... C-2  
 12. HAZARDOUS SUBSTANCES ..... C-2  
 13. PROHIBITED CONTRACTS ..... C-2  
 14. ESTIMATED QUANTITIES ..... C-3  
 15. AVAILABILITY OF FUNDING ..... C-3  
 16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES ..... C-3  
 17. DUTY TO INQUIRE ..... C-3  
 18. DISPUTES ..... C-4  
 19. CHANGES ..... C-4  
 20. ASSIGNABILITY ..... C-4  
 21. INDEMNITY ..... C-4  
 22. CONDUCT OF CONTRACTOR ..... C-4  
 23. DISALLOWANCE ..... C-5  
 24. GOVERNING LAW ..... C-5  
 25. AUDIT AND INSPECTION OF RECORDS ..... C-5  
 26. PATENT AND COPYRIGHT INFRINGEMENT ..... C-5  
 27. CONTRACTOR REPRESENTATION ..... C-5  
 28. WARRANTY ..... C-5  
 29. INSURANCE ..... C-6  
 30. PERMITS, NOTICES, FEES AND LAWS ..... C-6  
 31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH ..... C-6  
 32. FINDINGS CONFIDENTIAL ..... C-6  
 33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL ..... C-6

34. <u>NOTICE</u> .....	C-6
35. <u>PRODUCT IDENTIFICATION AND LABELING</u> .....	C-6
36. <u>DRUG &amp; ALCOHOL FREE WORKPLACE</u> .....	C-7
37. <u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u> .....	C-7
38. <u>INVOICES</u> .....	C-7
39. <u>CONTRACT ADMINISTRATION</u> .....	C-7
40. <u>CONTRACT PROGRESS MEETING</u> .....	C-8
41. <u>INDEPENDENT CONTRACTOR</u> .....	C-8
42. <u>SUBCONTRACT FOR WORK OR SERVICES</u> .....	C-8
43. <u>INTEREST OF CONTRACTOR</u> .....	C-8
44. <u>LICENSING</u> .....	C-8
45. <u>CONTRACT EXTENSION OPTION</u> .....	C-8
46. <u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u> .....	C-9
47. <u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u> .....	C-9
48. <u>SEVERABILITY</u> .....	C-9

Tabb Textile Co., Inc.  
511 Pleasant Drive  
Opelika, AL 36801

Add latest Reqs and Certs PDF Adobe to this page – DPC 201 (07-28-11)

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

Tabb Textile Co., Inc.  
511 Pleasant Drive  
Opelika, AL 36801

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency: \_\_\_\_\_

Certification #: \_\_\_\_\_

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

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

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. 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; and
- 4.3. 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 4.2 of this certification; and

- 4.4. 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.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.
- 4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
- 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

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

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. 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 Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
  - 6.2. Unless otherwise required by law, the prices which 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; and
  - 6.3. 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.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

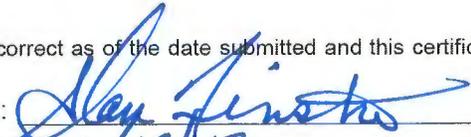
CERTIFICATION

The information furnished in Paragraphs 1 through 7 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: Alan Fenster \_\_\_\_\_

Title: President \_\_\_\_\_

Company/Organization: Tabb Textile Co., Inc. \_\_\_\_\_

Signature:  \_\_\_\_\_

Date: 11/13/13 \_\_\_\_\_

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

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

**1. Specifications:**

- 1.1 The bath towels shall be 20" X 40" in finished size with a minimum weight of ~~8~~<sup>5</sup> pounds per dozen.
- 1.2 Blend should be 84% cotton and 16% polyester.
- 1.3 **Only first quality shall be accepted.**

**2. Sample and Testing:**

- 2.1 A sample of one (1) dozen of the towels shall be provided at vendor's expense for testing.
- 2.1.1 Samples are to be submitted with the bid to be considered responsive. The County shall have the right to review the samples to determine if submitted sample is acceptable.
- 2.1.2 Samples must meet specifications to be considered.
- 2.1.3 The County's decision to award is contingent upon its acceptance of the products provided in the sample.
- 2.1.4 During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the vendor be permitted to increase prices on the basis of substituted item(s).
- 2.1.5 Samples will not be returned.
- 2.2 Sample towels shall be tested for Shrinkage Tolerance: No more than 14% along the warp way (length) and maximum of 8% along the fill way (width) of the stated finished size of 20" x 40". Finished size and minimum weigh are after shrinkage.

**3. Order and Delivery:**

- 3.1 The total units of towels required are up to 4,500 dozens for the initial year and 4,500 dozens for each of the two option years.
- 3.2 The estimated number of orders per year is five to six times via submitted individual releases in varying number of dozens and up to 4,500 dozens total per year.
- 3.3 Each order shall be packaged and delivered as follow:
- 3.3.1 Towels must be packed and delivered at 5 dozens per box.
- 3.3.2 All boxes must be palletized and strapped down. Each pallet must be labeled with the following information:
- 3.3.2.1 Name and Address of Vendor
- 3.3.2.2 San Diego County BPA #
- 3.3.2.3 Corresponding Sub Order #
- 3.3.2.4 Item Description
- 3.3.2.5 Addressee Name and address
- 3.4 Delivery shall be received to the following location **within 14 days of order placed:**  
East Mesa Central Warehouse  
446 Alta Road, Bay 23  
San Diego, CA 92158  
Attn: Robert Quinones
- 3.5 Delivery Hours: 0700 - 1430 Monday through Friday (Closed on Holidays)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

Tabb Textile Co., Inc.  
511 Pleasant Drive  
Opelika, AL 36801

3.6 For all the above shipment, the product shall meet specifications. The vendor shall guarantee the same specifications for all products shipped or shall send a sample and get prior approval before shipment. Vendor shall also guarantee that the product will be free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the county if the product does not meet specification and if defects are discovered upon receipt.

**4. Award:**

- 4.1 Award shall be based on the lowest price for the item meeting all specifications and requirements stated.
- 4.2 The County of San Diego reserves the right to award to a primary and secondary Supplier. The Secondary Supplier will be used when the Primary Supplier cannot meet requirements stated on the RFB at time of order placement.

**5. Department Contact:**

All invoices and inquiries shall be directed to the Contracting Officer's Representative (COR) at:

San Diego County Sheriff's Department  
East Mesa Central Warehouse  
C/o Roberto Quiñones  
446 Alta Road, Bay 23  
San Diego, CA. 92158

Tabb Textile Co., Inc.  
511 Pleasant Drive  
Opelika, AL 36801

**SECTION A**

**PRICING SCHEDULE**

ENTER PRICING ON EXCEL WORKBOOK (POSTED AS SEPARATE DOCUMENT TO BUYNET).  
THERE IS ONE WORKSHEET FOR ALL TERM PERIODS INCLUDING GRAND TOTAL

SUBMIT ORIGINAL HARDCOPY OF PRICING SCHEDULE WORKSHEET WITH YOUR BID.

INSERT YOUR PRINTED PRICING SCHEDULE WORKSHEET AFTER THIS PAGE.

Tabb Textile Co., Inc.  
 511 Pleasant Drive  
 Opelika, AL 36801

Pricing Schedule for RFB# 6216 - Bath Towels

Item	Description	Unit of Measure	Annual Usage	BASE PERIOD PRICING: JAN 1, 2014 TO DEC 31, 2014		FIRST OPTION PERIOD: JAN 1, 2015 THROUGH DEC 31, 2015		SECOND OPTION PERIOD: JAN 1, 2016 THROUGH DEC 31, 2016		TOTAL FOR ALL YEARS
				Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	
1	Bath Towels; size: 20" X 40"	Dozen	4,500	10.30	\$ 46,350.00	\$ 10.60	\$ 47,700.00	\$ 10.92	\$ 49,140.00	\$ 143,190.00
										<b>BASIS OF AWARD</b>

COMPANY NAME: Tabb Textile Co., Inc.  
 CONTACT NAME: Marsha Thrift  
 PHONE NUMBER: (334) 745-6762  
 FAX NUMBER: (334) 745-2377  
 EMAIL ADDRESS: tabb@textilegroup.net



## **BIDDERS INSTRUCTIONS**

Enter unit prices to 2 decimal points, for each line item in Base Term Period, 1st Option Period, 2nd Option Period, 3rd Option Period, and 4th Option Period (see tabs below for each lot).

These worksheets have built-in formulas that will calculate the extended prices for each line item and each term period. The total of all years is the basis for award for each individual item.

The worksheets are locked/protected. The format and the content of the worksheets should not be tampered with or altered in any way.

**PUBLIC AGENCY PARTICIPATION (July 2008)**

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

**COUNTY CONTRACTOR PARTICIPATION (July 2008)**

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

**AUTOMATIC CONTRACT RENEWAL (July 2008)**

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed 31-Dec-2018.

**WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:**

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. 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 you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**FRANCHISE TAX BOARD WEBSITES:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

SECTION B  
COUNTY OF SAN DIEGO'S  
INSTRUCTIONS FOR COMPLETING REQUEST FOR BID  
AND PRE-AWARD REQUIREMENTS

1. **PRICING YOUR BID**

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 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.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty- (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

2. **SUBMITTING YOUR BID**

- 2.1 Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 5560 Overland Avenue, Suite 270, San Diego, California 92123, by 11:00 a.m. on the day specified. Bids will be publicly opened at that time.
- 2.2 Failure to bid on authorized County form may be cause for rejection of bid.
- 2.3 Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
- 2.4 Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
- 2.5 The County's primary means of providing bids and addenda is the County BuyNet-Internet website:
- 2.6 No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County BuyNet website.
- 2.7 Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.
- 2.8 Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.
- 2.9 Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

- 2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

3. **EVALUATION AND AWARD**

- 3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.
- 3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

4. **PROTEST PROCEDURES**

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made **prior** to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

**For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.html>

5. **LOCAL BUSINESS PREFERENCE**

Responsive bids from responsible local San Diego County businesses shall be given preference for award over bids received from non-local businesses. "Local Business" is defined as a business with a valid license issued by a city within the County, employing San Diego residents, and with a verifiable address within the County, or a business employing San Diego residents and with a verifiable address in an unincorporated area of the county. Post Office Boxes do not qualify as verifiable local business addresses. If a tie bid occurs between a local business and a non-local business, award shall be made to the local business.

If the lowest responsible, responsive bid is submitted by a non-local business, one percent (1%) shall be subtracted from the lowest responsive, responsible bid submitted by a local business in evaluating the bids for award. If application of the one percent (1%) factor results in the local business bid being equal to or lower than the non-local business bid, contract award will be made to the local business at the local business bid price, except for public works and construction bids, or if prohibited by State or Federal law.

**SECTION C  
TERMS & CONDITIONS OF REQUEST FOR BIDS  
AND RESULTANT CONTRACT OR PURCHASE ORDER**

**1. DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

**2. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED (Rev. 11/97)**

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

**3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

**4. CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

**5. FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the even of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

**6. DELIVERY**

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

**7. INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

**8. TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to

specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 8.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

9. **TERMINATION FOR CONVENIENCE**

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 9.1. The unit or pro rata price for the delivered and accepted portion.
- 9.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 9.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 9.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

10. **TITLE**

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

11. **VARIATIONS IN SPECIFICATIONS**

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

12. **HAZARDOUS SUBSTANCES** (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

13. **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that 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:

- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section 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
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

14. **ESTIMATED QUANTITIES** (March 1993)

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

15. **AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

16. **INSPECTION OF SERVICE/MATERIALS/SUPPLIES**

- 16.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 16.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

17. **DUTY TO INQUIRE**

Should an Offeror find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer/Procurement Specialist in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

18. **DISPUTES**

- 18.1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.
- 18.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

19. **CHANGES**

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

20. **ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

21. **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, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this contract, and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. However, Contractor shall have no obligation 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.

22. **CONDUCT OF CONTRACTOR**

- 22.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 22.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 22.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

- 22.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

23. **DISALLOWANCE**

In the event the Contractor receives payment for services under this contract which 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.

24. **GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the State of California.

25. **AUDIT AND INSPECTION OF RECORDS**

- 25.1. General. The County shall have the audit and inspection rights described in this section.
- 25.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 25.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
- 25.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 25.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 25.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

26. **PATENT AND COPYRIGHT INFRINGEMENT**

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

27. **CONTRACTOR REPRESENTATION**

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

28. **WARRANTY**

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

29. **INSURANCE**

Before commencement of the work, contractor shall submit Certificates of Insurance evidencing that contractor has obtained for the period of the contract, from generally recognized responsible insurer, insurance in the following forms of coverage and minimum amounts specified:

- 29.1. A policy of Worker's Compensation in statutory amounts.
- 29.2. Commercial General Liability insurance written on an "occurrence" basis and in an amount of not less than \$1,000,000 each occurrence.
- 29.3. Automobile Liability Insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 combined single limit.
- 29.4. The policies (except for Workers' Compensation) shall name the County of San Diego as additional insured.
- 29.5. Each policy of insurance shall contain the following clause:  
  
"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the COTR shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said COTR, as evidenced by properly validated return receipt."
- 29.6. The County of San Diego shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exist at the time a change in insurance is required. County requirement shall be reasonable.

30. **PERMITS, NOTICES, FEES AND LAWS**

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

31. **AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH**

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

32. **FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

33. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

34. **NOTICE**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

35. **PRODUCT IDENTIFICATION AND LABELING**

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair

Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

36. **DRUG & ALCOHOL FREE WORKPLACE**

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 36.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
  - 36.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 36.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 36.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
  - 36.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 36.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 36.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

37. **ORDERING WITH BLANKET PURCHASE AGREEMENT**

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release.

38. **INVOICES**

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

39. **CONTRACT ADMINISTRATION**

The Director of Purchasing and Contracting is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement.

The County has designated the following individual as the Contracting Officer's Representative (COR):

Robert Quinones (619) 616-2873

The COR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Board of Supervisors and/or the Contracting Officer issuing a properly executed Change Order modification.

40. **CONTRACT PROGRESS MEETING**

The Contracting Officer's Representative (COR) and other County Personnel, as appropriate, will meet periodically with the Contractor to review the contract performance. At these meetings the COR will appraise the Contractor of how the County views the Contractor's performance and the Contractor will appraise the County of problems, if any, being experienced. The Contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contracts. Appropriate action shall be taken to resolve outstanding issues.

The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with minutes, the Contractor will set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

41. **INDEPENDENT CONTRACTOR**

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

42. **SUBCONTRACT FOR WORK OR SERVICES (July 2008)**

No contract shall be made by the Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the Contracting Officer's Representative (COR); but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in proposal and agreed to any resulting contract.

Contractors are further reminded that it is the County's policy to encourage the participation of small and Disabled Veterans Business Enterprises. This includes: ensuring that, if available, small and Disabled Veterans Business Enterprise firms are solicited, where feasible dividing the requirement into smaller units for the purpose of greater participation, and establishing delivery and payment schedules which will facilitate participation by small and Disabled Veterans Business Enterprises.

43. **INTEREST OF CONTRACTOR**

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, 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 contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

44. **LICENSING**

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All offerors and contractors shall be licensed, if required, in accordance with the laws of this state and any offeror or contractor not so licensed is subject to the penalties imposed by such laws.

45. **CONTRACT EXTENSION OPTION**

45.1. One to six months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than six (6) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to expiration of the contract. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

46. **PERSONNEL ASSIGNMENT AND REASSIGNMENT**

- 46.1. Resumes of individuals who will be assigned to the project will be furnished. All such personnel will be assigned to the project in the event of contract award.
- 46.2. A project manager will be assigned, (if more than one individual is assigned) as the individual responsible for the overall performance of any resulting contract and will be directly responsible for responding to the Contracting Officer's Representative (COR) at all times during the term of this contract.
- 46.3. No reassignments of personnel will be allowed without full resume submittal, justification therefor and approval by the Contracting Officer's Representative (COR).

47. **RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

48. **SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

Tabb Textile Co., Inc.  
511 Pleasant Drive  
Opelika, AL 36801



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 21, 2013

## ADDENDUM No. 1

### REQUEST FOR BID (RFB) 6172 BATH TOWEL

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Quick question regarding this referenced bid. Wanted to be sure the weight and size are what you wanted. In the past the County has purchased 20 x 40 towels that were 5 lb./dz. Usually a 8 lb.dz. Towel is 24 x 48 in size?
- A:** Yes, the weight for a dozen of 20 x 40 towels is **5lb**.

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT

Tabb Textile Co., Inc.  
511 Pleasant Drive  
Opelika, AL 36801



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 22, 2013

## ADDENDUM No. 2

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Regarding the above referenced bid, can you please advise who was awarded these items before and at what price?
- A:** *Primary Supplier: American Textile Systems with a price of \$9.57/dz.  
Secondary Supplier: Bob Barker with a price of \$11.79/dz.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT

Tabb Textile Co., Inc.  
511 Pleasant Drive  
Opelika, AL 36801



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

November 8, 2013

## ADDENDUM No. 3

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 3 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

**Q:** On bid 6216, since the bid requests prices thru 2016. Is there an option for both parties to pull out of the contract after the first year?

**A:** *The County of San Diego, Sheriff's Department has the option to Terminate for Convenience. See Section C, paragraph 9, located in page C-2 of the RFB document. However, the Supplier does not have the option to pull out of the Contract after award has been made.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT

NEXT BID

SECTION A  
 COUNTY OF SAN DIEGO  
**REQUEST FOR BID**  
 THIS IS NOT AN ORDER

Date Issued October 18, 2013  
 RFB No. 6216

**MAIL OR DELIVER TO:**  
 DEPARTMENT OF PURCHASING AND CONTRACTING  
 COUNTY OF SAN DIEGO, **RFB NO. 6216**  
 5560 OVERLAND AVENUE, SUITE 270  
 SAN DIEGO, CA 92123

|| FOR INFORMATION, PLEASE CALL  
 || Martha Trevejo, Sr. Procurement Specialist,  
 || Martha.Trevejo@sdcounty.ca.gov 858.505.6527

|| BID OPENING DATE: November 18, 2013

|| Bids must be received at the  
 || upper left address prior to 11:00 A.M.  
 || on the date of the Bid Opening.

UNSPSC Commodity Code: 521217.0000

|| PLEASE STATE YOUR LOWEST PRICE,  
 || F.O.B. DESTINATION AND  
 || BRAND NAME OR TRADE NAME  
 || IF APPLICABLE.

AWARD: WILL BE MADE TO THE LOWEST  
 RESPONSIVE RESPONSIBLE BIDDER  
 BASED ON:  
 ALL OR NONE       EACH LOT  
 TOTAL PRICE       EACH ITEM  
 OTHER (SEE PRICING SCHEDULE)

|| (PLEASE USE TYPEWRITER OR BLACK INK)  
 || **Envelope must include RFB No. 6216**

DESCRIPTION

THE COUNTY OF SAN DIEGO SHERIFF DEPARTMENT HAS A REQUIREMENT FOR **BATH TOWELS** IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL CONTRACT TERM: 01-JAN-2014 THRU 31-DEC-2014  
 1<sup>ST</sup> OPTION PERIOD: 01-JAN-2015 THRU 31-DEC-2015  
 2<sup>ND</sup> OPTION PERIOD: 01-JAN-2016 THRU 31-DEC-2016

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH YEAR IN THE TERM PERIOD IDENTIFIED ABOVE. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON **ALL** ITEMS FOR ALL YEARS, IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

**THE COUNTY OF SAN DIEGO RESERVES THE RIGHT TO AWARD TO A PRIMARY AND SECONDARY SUPPLIER.**

Bidder acknowledges Addendum No. 1  2  3  4  5

SUBJECT TO ACCEPTANCE WITHIN [90] DAYS | PAYMENT TERMS NET 30 OR % day

NAME AND ADDRESS OF BIDDER (Type or Print) | NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:

Street, City, State, Zip  
**Bob Barker Company, Inc.**  
 134 N. Main Street  
 Fuquay Varina, NC 27526

**Allison Wilmesmeier**  
**Pricing Specialist**

Telephone: (800) **334-9880**  
 Fax Number (800) **322-7537**

SIGNATURE *Allison Wilmesmeier*  
 OFFEROR DATE **11/15/13**

**NOTIFICATION OF AWARD**  
 (This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED: | COUNTY OF SAN DIEGO  
 BY: | DATE

JOHN M. PELLEGRINO, Director

TOTAL AMOUNT      AWARD NO.      NAME AND TITLE OF CONTRACTING OFFICER

TABLE OF CONTENTS

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**SIGN AND RETURN ALL SECTIONS**

**SECTION A REQUEST FOR BID AND GENERAL INFORMATION**

1. <u>REQUEST FOR BID</u> .....	A-1
2. <u>TABLE OF CONTENTS</u> .....	A-2/3
3. <u>REPRESENTATIONS AND CERTIFICATIONS</u> .....	A-4
4. <u>STATEMENT OF WORK</u> .....	A-5/6
5. <u>PRICE SCHEDULE – SEPARATE ATTACHMENT IN EXCEL</u> .....	A-7
6. <u>PUBLIC AGENCY/RENEWAL</u> .....	A-8
7. <u>COUNTY CONTRACTOR PARTICIPATION (JULY 2008)</u> .....	A-8
8. <u>AUTOMATIC CONTRACT RENEWAL</u> .....	A-8
9. <u>CALIFORNIA REVENUE AND TAXATION CODE SECTION</u> .....	A-8
10. <u>FRANCHISE TAX BOARD WEBSITES</u> .....	A-8

**SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS**

1. <u>PRICING YOUR BID</u> .....	B-1
2. <u>SUBMITTING YOUR BID</u> .....	B-1
3. <u>EVALUATION AND AWARD</u> .....	B-2
4. <u>PROTEST PROCEDURES</u> .....	B-2
5. <u>LOCAL BUSINESS PREFERENCE</u> .....	B-2

**SECTION C STANDARD TERMS AND CONDITIONS**

1. <u>DEFINITIONS</u> .....	C-1
2. <u>DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED</u> .....	C-1
3. <u>ASSIGNMENT OF RIGHTS, TITLE AND INTEREST</u> .....	C-1
4. <u>CAL OSHA</u> .....	C-1
5. <u>FORMAL BIDS</u> .....	C-1
6. <u>DELIVERY</u> .....	C-1
7. <u>INSPECTION</u> .....	C-1
8. <u>TERMINATION FOR DEFAULT</u> .....	C-1
9. <u>TERMINATION FOR CONVENIENCE</u> .....	C-2
10. <u>TITLE</u> .....	C-2
11. <u>VARIATIONS IN SPECIFICATIONS</u> .....	C-2
12. <u>HAZARDOUS SUBSTANCES</u> .....	C-2
13. <u>PROHIBITED CONTRACTS</u> .....	C-2
14. <u>ESTIMATED QUANTITIES</u> .....	C-3
15. <u>AVAILABILITY OF FUNDING</u> .....	C-3
16. <u>INSPECTION OF SERVICE/MATERIALS/SUPPLIES</u> .....	C-3
17. <u>DUTY TO INQUIRE</u> .....	C-3
18. <u>DISPUTES</u> .....	C-4
19. <u>CHANGES</u> .....	C-4
20. <u>ASSIGNABILITY</u> .....	C-4
21. <u>INDEMNITY</u> .....	C-4
22. <u>CONDUCT OF CONTRACTOR</u> .....	C-4
23. <u>DISALLOWANCE</u> .....	C-5
24. <u>GOVERNING LAW</u> .....	C-5
25. <u>AUDIT AND INSPECTION OF RECORDS</u> .....	C-5
26. <u>PATENT AND COPYRIGHT INFRINGEMENT</u> .....	C-5
27. <u>CONTRACTOR REPRESENTATION</u> .....	C-5
28. <u>WARRANTY</u> .....	C-5
29. <u>INSURANCE</u> .....	C-6
30. <u>PERMITS, NOTICES, FEES AND LAWS</u> .....	C-6
31. <u>AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH</u> .....	C-6
32. <u>FINDINGS CONFIDENTIAL</u> .....	C-6
33. <u>PUBLICATION, REPRODUCTION AND USE OF MATERIAL</u> .....	C-6

34. <u>NOTICE</u> .....	C-6
35. <u>PRODUCT IDENTIFICATION AND LABELING</u> .....	C-6
36. <u>DRUG &amp; ALCOHOL FREE WORKPLACE</u> .....	C-7
37. <u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u> .....	C-7
38. <u>INVOICES</u> .....	C-7
39. <u>CONTRACT ADMINISTRATION</u> .....	C-7
40. <u>CONTRACT PROGRESS MEETING</u> .....	C-8
41. <u>INDEPENDENT CONTRACTOR</u> .....	C-8
42. <u>SUBCONTRACT FOR WORK OR SERVICES</u> .....	C-8
43. <u>INTEREST OF CONTRACTOR</u> .....	C-8
44. <u>LICENSING</u> .....	C-8
45. <u>CONTRACT EXTENSION OPTION</u> .....	C-8
46. <u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u> .....	C-9
47. <u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u> .....	C-9
48. <u>SEVERABILITY</u> .....	C-9

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SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

**1. Specifications:**

- 1.1 The bath towels shall be 20" X 40" in finished size with a minimum weight of 8 pounds per dozen.
- 1.2 Blend should be 84% cotton and 16% polyester.
- 1.3 **Only first quality shall be accepted.**

**2. Sample and Testing:**

- 2.1 A sample of one (1) dozen of the towels shall be provided at vendor's expense for testing.
  - 2.1.1 Samples are to be submitted with the bid to be considered responsive. The County shall have the right to review the samples to determine if submitted sample is acceptable.
  - 2.1.2 Samples must meet specifications to be considered.
  - 2.1.3 The County's decision to award is contingent upon its acceptance of the products provided in the sample.
  - 2.1.4 During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the vendor be permitted to increase prices on the basis of substituted item(s).
  - 2.1.5 Samples will not be returned.
- 2.2 Sample towels shall be tested for Shrinkage Tolerance: No more than 14% along the warp way (length) and maximum of 8% along the fill way (width) of the stated finished size of 20" x 40". Finished size and minimum weigh are after shrinkage.

**3. Order and Delivery:**

- 3.1 The total units of towels required are up to 4,500 dozens for the initial year and 4,500 dozens for each of the two option years.
- 3.2 The estimated number of orders per year is five to six times via submitted individual releases in varying number of dozens and up to 4,500 dozens total per year.
- 3.3 Each order shall be packaged and delivered as follow:
  - 3.3.1 Towels must be packed and delivered at 5 dozens per box.
  - 3.3.2 All boxes must be palletized and strapped down. Each pallet must be labeled with the following information:
    - 3.3.2.1 Name and Address of Vendor
    - 3.3.2.2 San Diego County BPA #
    - 3.3.2.3 Corresponding Sub Order #
    - 3.3.2.4 Item Description
    - 3.3.2.5 Addressee Name and address
- 3.4 Delivery shall be received to the following location **within 14 days of order placed:**
  - East Mesa Central Warehouse
  - 446 Alta Road, Bay 23
  - San Diego, CA 92158
  - Attn: Robert Quinones
- 3.5 Delivery Hours: 0700 - 1430 Monday through Friday (Closed on Holidays)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

3.6 For all the above shipment, the product shall meet specifications. The vendor shall guarantee the same specifications for all products shipped or shall send a sample and get prior approval before shipment. Vendor shall also guarantee that the product will be free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the county if the product does not meet specification and if defects are discovered upon receipt.

**4. Award:**

- 4.1 Award shall be based on the lowest price for the item meeting all specifications and requirements stated.
- 4.2 The County of San Diego reserves the right to award to a primary and secondary Supplier. The Secondary Supplier will be used when the Primary Supplier cannot meet requirements stated on the RFB at time of order placement.

**5. Department Contact:**

All invoices and inquiries shall be directed to the Contracting Officer's Representative (COR) at:

San Diego County Sheriff's Department  
East Mesa Central Warehouse  
C/o Roberto Quiñones  
446 Alta Road, Bay 23  
San Diego, CA. 92158

**SECTION A**

**PRICING SCHEDULE**

ENTER PRICING ON EXCEL WORKBOOK (POSTED AS SEPARATE DOCUMENT TO BUYNET).  
THERE IS ONE WORKSHEET FOR ALL TERM PERIODS INCLUDING GRAND TOTAL

SUBMIT ORIGINAL HARDCOPY OF PRICING SCHEDULE WORKSHEET WITH YOUR BID.

INSERT YOUR PRINTED PRICING SCHEDULE WORKSHEET AFTER THIS PAGE.

**PUBLIC AGENCY PARTICIPATION (July 2008)**

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

**COUNTY CONTRACTOR PARTICIPATION (July 2008)**

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

**AUTOMATIC CONTRACT RENEWAL (July 2008)**

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed 31-Dec-2018.

**WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:**

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. 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 you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**FRANCHISE TAX BOARD WEBSITES:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

**SECTION B**  
**COUNTY OF SAN DIEGO'S**  
**INSTRUCTIONS FOR COMPLETING REQUEST FOR BID**  
**AND PRE-AWARD REQUIREMENTS**

Rev 01/04

**1. PRICING YOUR BID**

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 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.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty- (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

**2. SUBMITTING YOUR BID**

- 2.1 Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 5560 Overland Avenue, Suite 270, San Diego, California 92123, by 11:00 a.m. on the day specified. Bids will be publicly opened at that time.
- 2.2 Failure to bid on authorized County form may be cause for rejection of bid.
- 2.3 Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
- 2.4 Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
- 2.5 The County's primary means of providing bids and addenda is the County BuyNet Internet website:
- 2.6 No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County BuyNet website.
- 2.7 Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.
- 2.8 Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.
- 2.9 Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

- 2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

### 3. **EVALUATION AND AWARD**

- 3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.
- 3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

### 4. **PROTEST PROCEDURES**

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

**For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.html>

### 5. **LOCAL BUSINESS PREFERENCE**

Responsive bids from responsible local San Diego County businesses shall be given preference for award over bids received from non-local businesses. "Local Business" is defined as a business with a valid license issued by a city within the County, employing San Diego residents, and with a verifiable address within the County, or a business employing San Diego residents and with a verifiable address in an unincorporated area of the county. Post Office Boxes do not qualify as verifiable local business addresses. If a tie bid occurs between a local business and a non-local business, award shall be made to the local business.

If the lowest responsible, responsive bid is submitted by a non-local business, one percent (1%) shall be subtracted from the lowest responsive, responsible bid submitted by a local business in evaluating the bids for award. If application of the one percent (1%) factor results in the local business bid being equal to or lower than the non-local business bid, contract award will be made to the local business at the local business bid price, except for public works and construction bids, or if prohibited by State or Federal law.

**SECTION C**  
**TERMS & CONDITIONS OF REQUEST FOR BIDS**  
**AND RESULTANT CONTRACT OR PURCHASE ORDER**

**1. DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

**2. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED (Rev. 11/97)**

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

**3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

**4. CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

**5. FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the even of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

**6. DELIVERY**

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

**7. INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

**8. TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to

specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 8.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 9. **TERMINATION FOR CONVENIENCE**

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 9.1. The unit or pro rata price for the delivered and accepted portion.
- 9.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 9.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 9.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 10. **TITLE**

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

#### 11. **VARIATIONS IN SPECIFICATIONS**

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

#### 12. **HAZARDOUS SUBSTANCES** (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

#### 13. **PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that 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:

- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section 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
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

14. **ESTIMATED QUANTITIES** (March 1993)

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

15. **AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

16. **INSPECTION OF SERVICE/MATERIALS/SUPPLIES**

- 16.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 16.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

17. **DUTY TO INQUIRE**

Should an Offeror find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer/Procurement Specialist in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

## 18. DISPUTES

- 18.1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.
- 18.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## 19. CHANGES

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

## 20. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

## 21. 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, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this contract, and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. However, Contractor shall have no obligation 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.

## 22. CONDUCT OF CONTRACTOR

- 22.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 22.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 22.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

- 22.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

**23. DISALLOWANCE**

In the event the Contractor receives payment for services under this contract which 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.

**24. GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the State of California.

**25. AUDIT AND INSPECTION OF RECORDS**

- 25.1. General. The County shall have the audit and inspection rights described in this section.
- 25.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 25.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
- 25.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 25.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 25.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

**26. PATENT AND COPYRIGHT INFRINGEMENT**

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

**27. CONTRACTOR REPRESENTATION**

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

**28. WARRANTY**

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

29. **INSURANCE**

Before commencement of the work, contractor shall submit Certificates of Insurance evidencing that contractor has obtained for the period of the contract, from generally recognized responsible insurer, insurance in the following forms of coverage and minimum amounts specified:

- 29.1. A policy of Worker's Compensation in statutory amounts.
- 29.2. Commercial General Liability insurance written on an "occurrence" basis and in an amount of not less than \$1,000,000 each occurrence.
- 29.3. Automobile Liability Insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 combined single limit.
- 29.4. The policies (except for Workers' Compensation) shall name the County of San Diego as additional insured.
- 29.5. Each policy of insurance shall contain the following clause:  

"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the COTR shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said COTR, as evidenced by properly validated return receipt."
- 29.6. The County of San Diego shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exist at the time a change in insurance is required. County requirement shall be reasonable.

30. **PERMITS, NOTICES, FEES AND LAWS**

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

31. **AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH**

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

32. **FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

33. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

34. **NOTICE**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

35. **PRODUCT IDENTIFICATION AND LABELING**

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair

Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

### **36. DRUG & ALCOHOL FREE WORKPLACE**

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 36.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
  - 36.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 36.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 36.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
  - 36.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 36.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 36.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

### **37. ORDERING WITH BLANKET PURCHASE AGREEMENT**

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release.

### **38. INVOICES**

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

### **39. CONTRACT ADMINISTRATION**

The Director of Purchasing and Contracting is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement.

The County has designated the following individual as the Contracting Officer's Representative (COR):

Robert Quinones (619) 616-2873

The COR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Board of Supervisors and/or the Contracting Officer issuing a properly executed Change Order modification.

#### 40. CONTRACT PROGRESS MEETING

The Contracting Officer's Representative (COR) and other County Personnel, as appropriate, will meet periodically with the Contractor to review the contract performance. At these meetings the COR will appraise the Contractor of how the County views the Contractor's performance and the Contractor will appraise the County of problems, if any, being experienced. The Contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contracts. Appropriate action shall be taken to resolve outstanding issues.

The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with minutes, the Contractor will set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

#### 41. INDEPENDENT CONTRACTOR

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

#### 42. SUBCONTRACT FOR WORK OR SERVICES (July 2008)

No contract shall be made by the Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the Contracting Officer's Representative (COR); but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in proposal and agreed to any resulting contract.

Contractors are further reminded that it is the County's policy to encourage the participation of small and Disabled Veterans Business Enterprises. This includes: ensuring that, if available, small and Disabled Veterans Business Enterprise firms are solicited, where feasible dividing the requirement into smaller units for the purpose of greater participation, and establishing delivery and payment schedules which will facilitate participation by small and Disabled Veterans Business Enterprises.

#### 43. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, 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 contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

#### 44. LICENSING

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All offerors and contractors shall be licensed, if required, in accordance with the laws of this state and any offeror or contractor not so licensed is subject to the penalties imposed by such laws.

#### 45. CONTRACT EXTENSION OPTION

##### 45.1. One to six months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than six (6) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to expiration of the contract. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

46. **PERSONNEL ASSIGNMENT AND REASSIGNMENT**

- 46.1. Resumes of individuals who will be assigned to the project will be furnished. All such personnel will be assigned to the project in the event of contract award.
- 46.2. A project manager will be assigned, (if more than one individual is assigned) as the individual responsible for the overall performance of any resulting contract and will be directly responsible for responding to the Contracting Officer's Representative (COR) at all times during the term of this contract.
- 46.3. No reassignments of personnel will be allowed without full resume submittal, justification therefor and approval by the Contracting Officer's Representative (COR).

47. **RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

48. **SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

**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.

**1. NOT-FOR-PROFIT ORGANIZATIONS**

Attach proof of status and omit Paragraph 3.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

**3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE**

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency: \_\_\_\_\_

Certification #: \_\_\_\_\_

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

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

**4.1.** Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

**4.2.** 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; and

**4.3.** 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 4.2 of this certification; and

**4.4.** 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.

**4.5.** Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

**4.6.** Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

**4.7.** Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

**5. CERTIFICATE OF CURRENT COST OR PRICING**

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

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

**6.1.** 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 Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

**6.2.** Unless otherwise required by law, the prices which 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; and

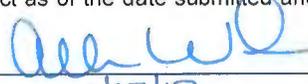
**6.3.** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

**7.** The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 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: Allison Wilmesmeier

Signature: 

Title: Pricing Specialist

Date: 11/15/13

Company/Organization: Bob Barker Company, Inc.

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



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 21, 2013

## ADDENDUM No. 1

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Quick question regarding this referenced bid. Wanted to be sure the weight and size are what you wanted. In the past the County has purchased 20 x 40 towels that were 5 lb./dz. Usually a 8 lb.dz. Towel is 24 x 48 in size?
- A:** *Yes, the weight for a dozen of 20 x 40 towels is 5lb.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT

Bob Barker Company, Inc.



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-0452

October 22, 2013

## ADDENDUM No. 2

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Regarding the above referenced bid, can you please advise who was awarded these items before and at what price?
- A:** *Primary Supplier: American Textile Systems with a price of \$9.57/dz.  
Secondary Supplier: Bob Barker with a price of \$11.79/dz.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT

Bob Barker Company, Inc.



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

November 8, 2013

## ADDENDUM No. 3

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 3 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** On bid 6216, since the bid requests prices thru 2016. Is there an option for both parties to pull out of the contract after the first year?
- A:** *The County of San Diego, Sheriff's Department has the option to Terminate for Convenience. See Section C, paragraph 9, located in page C-2 of the RFB document. However, the Supplier does not have the option to pull out of the Contract after award has been made.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT

Bob Barker Company, Inc.

**Pricing Schedule for RFB# 6216 - Bath Towels**

Item	Description	Unit of Measure	Annual Usage	BASE PERIOD PRICING: JAN 1, 2014 TO DEC 31, 2014		FIRST OPTION PERIOD: JAN 1, 2015 THROUGH DEC 31, 2015		SECOND OPTION PERIOD: JAN 1, 2016 THROUGH DEC 31, 2016		TOTAL FOR ALL YEARS
				Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	
1	Bath Towels; size: 20" X 40"	Dozen	4,500	15.22	\$ 68,490.00	\$ 16.22	\$ 72,990.00	\$ 17.00	\$ 76,500.00	\$ 217,980.00
										<b>BASIS OF AWARD</b>

<b>COMPANY NAME:</b>	BOB BARKER COMPANY INC
<b>CONTACT NAME:</b>	ALLISON WILMESMEIER
<b>PHONE NUMBER:</b>	800-334-9880
<b>FAX NUMBER:</b>	800-322-7537
<b>EMAIL ADDRESS:</b>	allisonwilmesmeier@bobbarker.com

NEXT BID

SECTION A  
 COUNTY OF SAN DIEGO  
**REQUEST FOR BID**  
 THIS IS NOT AN ORDER

Date Issued **October 18, 2013**  
**RFB No. 6216**

**MAIL OR DELIVER TO:**  
 DEPARTMENT OF PURCHASING AND CONTRACTING  
 COUNTY OF SAN DIEGO, **RFB NO. 6216**  
 5560 OVERLAND AVENUE, SUITE 270  
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL  
 Martha Trevejo, Sr. Procurement Specialist,  
 Martha.Trevejo@sdcountry.ca.gov 858.505.6527

BID OPENING DATE: November 18, 2013

Bids must be received at the  
 upper left address prior to 11:00 A.M.  
 on the date of the Bid Opening.

UNSPSC Commodity Code: 521217.0000

AWARD: WILL BE MADE TO THE LOWEST  
 RESPONSIVE RESPONSIBLE BIDDER  
 BASED ON:  
 ALL OR NONE       EACH LOT  
 TOTAL PRICE       EACH ITEM  
 OTHER (SEE PRICING SCHEDULE)

PLEASE STATE YOUR LOWEST PRICE,  
 F.O.B. DESTINATION AND  
 BRAND NAME OR TRADE NAME  
 IF APPLICABLE.

(PLEASE USE TYPEWRITER OR BLACK INK)  
**Envelope must include RFB No. 6216**

DESCRIPTION

THE COUNTY OF SAN DIEGO SHERIFF DEPARTMENT HAS A REQUIREMENT FOR **BATH TOWELS** IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL CONTRACT TERM: 01-JAN-2014 THRU 31-DEC-2014  
 1<sup>ST</sup> OPTION PERIOD: 01-JAN-2015 THRU 31-DEC-2015  
 2<sup>ND</sup> OPTION PERIOD: 01-JAN-2016 THRU 31-DEC-2016

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH YEAR IN THE TERM PERIOD IDENTIFIED ABOVE. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON **ALL** ITEMS FOR ALL YEARS, IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

**THE COUNTY OF SAN DIEGO RESERVES THE RIGHT TO AWARD TO A PRIMARY AND SECONDARY SUPPLIER.**

Bidder acknowledges Addendum No. 1  2  3  4  5

SUBJECT TO ACCEPTANCE WITHIN [90] DAYS      PAYMENT TERMS NET 30 OR      %      day

NAME AND ADDRESS OF BIDDER (Type or Print)      NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER: *Jay Wadher*

Street, City, State, Zip *American Tex-Chem Corp.  
 736 Inland Center Dr.  
 San Bernardino 92408*

Telephone: *(800) 650-3360*  
 Fax Number *(909) 380-7799*

SIGNATURE   
 OFFEROR DATE *11/15/13*

**NOTIFICATION OF AWARD**  
 (This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:      COUNTY OF SAN DIEGO  
 BY:      DATE

JOHN M. PELLEGRINO, Director

TOTAL AMOUNT      AWARD NO.      NAME AND TITLE OF CONTRACTING OFFICER

TABLE OF CONTENTS

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**SIGN AND RETURN ALL SECTIONS**

**SECTION A REQUEST FOR BID AND GENERAL INFORMATION**

1. REQUEST FOR BID .....A-1  
2. TABLE OF CONTENTS ..... A-2/3  
3. REPRESENTATIONS AND CERTIFICATIONS .....A-4  
4. STATEMENT OF WORK..... A-5/6  
5. PRICE SCHEDULE – SEPARATE ATTACHMENT IN EXCEL.....A-7  
6. PUBLIC AGENCY/RENEWAL.....A-8  
7. COUNTY CONTRACTOR PARTICIPATION (JULY 2008).....A-8  
8. AUTOMATIC CONTRACT RENEWAL.....A-8  
9. CALIFORNIA REVENUE AND TAXATION CODE SECTION.....A-8  
10. FRANCHISE TAX BOARD WEBSITES.....A-8

**SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS**

1. PRICING YOUR BID .....B-1  
2. SUBMITTING YOUR BID .....B-1  
3. EVALUATION AND AWARD .....B-2  
4. PROTEST PROCEDURES.....B-2  
5. LOCAL BUSINESS PREFERENCE.....B-2

**SECTION C STANDARD TERMS AND CONDITIONS**

1. DEFINITIONS .....C-1  
2. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED .....C-1  
3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST .....C-1  
4. CAL OSHA .....C-1  
5. FORMAL BIDS .....C-1  
6. DELIVERY .....C-1  
7. INSPECTION.....C-1  
8. TERMINATION FOR DEFAULT .....C-1  
9. TERMINATION FOR CONVENIENCE .....C-2  
10. TITLE .....C-2  
11. VARIATIONS IN SPECIFICATIONS.....C-2  
12. HAZARDOUS SUBSTANCES .....C-2  
13. PROHIBITED CONTRACTS .....C-2  
14. ESTIMATED QUANTITIES .....C-3  
15. AVAILABILITY OF FUNDING.....C-3  
16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES .....C-3  
17. DUTY TO INQUIRE.....C-3  
18. DISPUTES .....C-4  
19. CHANGES.....C-4  
20. ASSIGNABILITY .....C-4  
21. INDEMNITY .....C-4  
22. CONDUCT OF CONTRACTOR.....C-4  
23. DISALLOWANCE .....C-5  
24. GOVERNING LAW .....C-5  
25. AUDIT AND INSPECTION OF RECORDS .....C-5  
26. PATENT AND COPYRIGHT INFRINGEMENT .....C-5  
27. CONTRACTOR REPRESENTATION .....C-5  
28. WARRANTY.....C-5  
29. INSURANCE.....C-6  
30. PERMITS, NOTICES, FEES AND LAWS.....C-6  
31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH .....C-6  
32. FINDINGS CONFIDENTIAL.....C-6  
33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL.....C-6

34. <u>NOTICE</u> .....	C-6
35. <u>PRODUCT IDENTIFICATION AND LABELING</u> .....	C-6
36. <u>DRUG &amp; ALCOHOL FREE WORKPLACE</u> .....	C-7
37. <u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u> .....	C-7
38. <u>INVOICES</u> .....	C-7
39. <u>CONTRACT ADMINISTRATION</u> .....	C-7
40. <u>CONTRACT PROGRESS MEETING</u> .....	C-8
41. <u>INDEPENDENT CONTRACTOR</u> .....	C-8
42. <u>SUBCONTRACT FOR WORK OR SERVICES</u> .....	C-8
43. <u>INTEREST OF CONTRACTOR</u> .....	C-8
44. <u>LICENSING</u> .....	C-8
45. <u>CONTRACT EXTENSION OPTION</u> .....	C-8
46. <u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u> .....	C-9
47. <u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u> .....	C-9
48. <u>SEVERABILITY</u> .....	C-9

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SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

**1. Specifications:**

- 1.1 The bath towels shall be 20" X 40" in finished size with a minimum weight of 8 pounds per dozen.
- 1.2 Blend should be 84% cotton and 16% polyester.
- 1.3 **Only first quality shall be accepted.**

**2. Sample and Testing:**

- 2.1 A sample of one (1) dozen of the towels shall be provided at vendor's expense for testing.
  - 2.1.1 Samples are to be submitted with the bid to be considered responsive. The County shall have the right to review the samples to determine if submitted sample is acceptable.
  - 2.1.2 Samples must meet specifications to be considered.
  - 2.1.3 The County's decision to award is contingent upon its acceptance of the products provided in the sample.
  - 2.1.4 During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the vendor be permitted to increase prices on the basis of substituted item(s).
  - 2.1.5 Samples will not be returned.
- 2.2 Sample towels shall be tested for Shrinkage Tolerance: No more than 14% along the warp way (length) and maximum of 8% along the fill way (width) of the stated finished size of 20" x 40". Finished size and minimum weigh are after shrinkage.

**3. Order and Delivery:**

- 3.1 The total units of towels required are up to 4,500 dozens for the initial year and 4,500 dozens for each of the two option years.
- 3.2 The estimated number of orders per year is five to six times via submitted individual releases in varying number of dozens and up to 4,500 dozens total per year.
- 3.3 Each order shall be packaged and delivered as follow:
  - 3.3.1 Towels must be packed and delivered at 5 dozens per box.
  - 3.3.2 All boxes must be palletized and strapped down. Each pallet must be labeled with the following information:
    - 3.3.2.1 Name and Address of Vendor
    - 3.3.2.2 San Diego County BPA #
    - 3.3.2.3 Corresponding Sub Order #
    - 3.3.2.4 Item Description
    - 3.3.2.5 Addressee Name and address
- 3.4 Delivery shall be received to the following location **within 14 days of order placed:**
  - East Mesa Central Warehouse
  - 446 Alta Road, Bay 23
  - San Diego, CA 92158
  - Attn: Robert Quinones
- 3.5 Delivery Hours: 0700 - 1430 Monday through Friday (Closed on Holidays)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

3.6 For all the above shipment, the product shall meet specifications. The vendor shall guarantee the same specifications for all products shipped or shall send a sample and get prior approval before shipment. Vendor shall also guarantee that the product will be free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the county if the product does not meet specification and if defects are discovered upon receipt.

**4. Award:**

- 4.1 Award shall be based on the lowest price for the item meeting all specifications and requirements stated.
- 4.2 The County of San Diego reserves the right to award to a primary and secondary Supplier. The Secondary Supplier will be used when the Primary Supplier cannot meet requirements stated on the RFB at time of order placement.

**5. Department Contact:**

All invoices and inquiries shall be directed to the Contracting Officer's Representative (COR) at:

San Diego County Sheriff's Department  
East Mesa Central Warehouse  
C/o Roberto Quiñones  
446 Alta Road, Bay 23  
San Diego, CA. 92158

**SECTION A**

**PRICING SCHEDULE**

ENTER PRICING ON EXCEL WORKBOOK (POSTED AS SEPARATE DOCUMENT TO BUYPNET).  
THERE IS ONE WORKSHEET FOR ALL TERM PERIODS INCLUDING GRAND TOTAL

SUBMIT ORIGINAL HARDCOPY OF PRICING SCHEDULE WORKSHEET WITH YOUR BID.

INSERT YOUR PRINTED PRICING SCHEDULE WORKSHEET AFTER THIS PAGE.

Pricing Schedule for RFB# 6216 - Bath Towels

Item	Description	Unit of Measure	Annual Usage	BASE PERIOD PRICING: JAN 1, 2014 TO DEC 31, 2014		FIRST OPTION PERIOD: JAN 1, 2015 THROUGH DEC 31, 2015		SECOND OPTION PERIOD: JAN 1, 2016 THROUGH DEC 31, 2016		TOTAL FOR ALL YEARS
				Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	
1	Bath Towels; size: 20" X 40"	Dozen	4,500	\$ 8.95	\$ 40,275.00	\$ 9.45	\$ 42,525.00	\$ 9.57	\$ 43,065.00	\$ 125,865.00
										BASIS OF AWARD

COMPANY NAME: *American Tex-Chem Corp.*  
 CONTACT NAME: JAY WADHER  
 PHONE NUMBER: 909-383-8626  
 FAX NUMBER: 909-380-7799  
 EMAIL ADDRESS: jay.wadher@mamtex.com

**PUBLIC AGENCY PARTICIPATION (July 2008)**

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

**COUNTY CONTRACTOR PARTICIPATION (July 2008)**

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

**AUTOMATIC CONTRACT RENEWAL (July 2008)**

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed 31-Dec-2018.

**WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:**

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. 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 you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**FRANCHISE TAX BOARD WEBSITES:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

3. **EVALUATION AND AWARD**

- 3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.
- 3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

4. **PROTEST PROCEDURES**

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made **prior** to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

**For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.html>

5. **LOCAL BUSINESS PREFERENCE**

Responsive bids from responsible local San Diego County businesses shall be given preference for award over bids received from non-local businesses. "Local Business" is defined as a business with a valid license issued by a city within the County, employing San Diego residents, and with a verifiable address within the County, or a business employing San Diego residents and with a verifiable address in an unincorporated area of the county. Post Office Boxes do not qualify as verifiable local business addresses. If a tie bid occurs between a local business and a non-local business, award shall be made to the local business.

If the lowest responsible, responsive bid is submitted by a non-local business, one percent (1%) shall be subtracted from the lowest responsive, responsible bid submitted by a local business in evaluating the bids for award. If application of the one percent (1%) factor results in the local business bid being equal to or lower than the non-local business bid, contract award will be made to the local business at the local business bid price, except for public works and construction bids, or if prohibited by State or Federal law.

**SECTION C  
TERMS & CONDITIONS OF REQUEST FOR BIDS  
AND RESULTANT CONTRACT OR PURCHASE ORDER**

1. **DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

2. **DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED** (Rev. 11/97)

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

3. **ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

4. **CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. **FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the event of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

6. **DELIVERY**

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

7. **INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

8. **TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to

specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 8.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 9. TERMINATION FOR CONVENIENCE

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 9.1. The unit or pro rata price for the delivered and accepted portion.
- 9.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 9.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 9.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 10. TITLE

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

#### 11. VARIATIONS IN SPECIFICATIONS

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

#### 12. HAZARDOUS SUBSTANCES (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

#### 13. PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that 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:

- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section 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
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

14. **ESTIMATED QUANTITIES** (March 1993)

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

15. **AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

16. **INSPECTION OF SERVICE/MATERIALS/SUPPLIES**

- 16.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 16.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

17. **DUTY TO INQUIRE**

Should an Offeror find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer/Procurement Specialist in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

## 18. DISPUTES

- 18.1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.
- 18.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## 19. CHANGES

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

## 20. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

## 21. 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, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this contract, and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. However, Contractor shall have no obligation 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.

## 22. CONDUCT OF CONTRACTOR

- 22.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 22.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 22.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

22.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

23. **DISALLOWANCE**

In the event the Contractor receives payment for services under this contract which 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.

24. **GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the State of California.

25. **AUDIT AND INSPECTION OF RECORDS**

25.1. General. The County shall have the audit and inspection rights described in this section.

25.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

25.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:

25.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.

25.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.

25.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

26. **PATENT AND COPYRIGHT INFRINGEMENT**

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

27. **CONTRACTOR REPRESENTATION**

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

28. **WARRANTY**

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

## 29. INSURANCE

Before commencement of the work, contractor shall submit Certificates of Insurance evidencing that contractor has obtained for the period of the contract, from generally recognized responsible insurer, insurance in the following forms of coverage and minimum amounts specified:

- 29.1. A policy of Worker's Compensation in statutory amounts.
- 29.2. Commercial General Liability insurance written on an "occurrence" basis and in an amount of not less than \$1,000,000 each occurrence.
- 29.3. Automobile Liability Insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 combined single limit.
- 29.4. The policies (except for Workers' Compensation) shall name the County of San Diego as additional insured.
- 29.5. Each policy of insurance shall contain the following clause:  
  
"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the COTR shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said COTR, as evidenced by properly validated return receipt."
- 29.6. The County of San Diego shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exist at the time a change in insurance is required. County requirement shall be reasonable.

## 30. PERMITS, NOTICES, FEES AND LAWS

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

## 31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

## 32. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

## 33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

## 34. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

## 35. PRODUCT IDENTIFICATION AND LABELING

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair

Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

**36. DRUG & ALCOHOL FREE WORKPLACE**

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 36.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
  - 36.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 36.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 36.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
  - 36.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 36.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 36.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

**37. ORDERING WITH BLANKET PURCHASE AGREEMENT**

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release.

**38. INVOICES**

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

**39. CONTRACT ADMINISTRATION**

The Director of Purchasing and Contracting is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement.

The County has designated the following individual as the Contracting Officer's Representative (COR):

Robert Quinones (619) 616-2873

The COR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Board of Supervisors and/or the Contracting Officer issuing a properly executed Change Order modification.

**40. CONTRACT PROGRESS MEETING**

The Contracting Officer's Representative (COR) and other County Personnel, as appropriate, will meet periodically with the Contractor to review the contract performance. At these meetings the COR will appraise the Contractor of how the County views the Contractor's performance and the Contractor will appraise the County of problems, if any, being experienced. The Contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contracts. Appropriate action shall be taken to resolve outstanding issues.

The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with minutes, the Contractor will set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**41. INDEPENDENT CONTRACTOR**

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

**42. SUBCONTRACT FOR WORK OR SERVICES (July 2008)**

No contract shall be made by the Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the Contracting Officer's Representative (COR); but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in proposal and agreed to any resulting contract.

Contractors are further reminded that it is the County's policy to encourage the participation of small and Disabled Veterans Business Enterprises. This includes: ensuring that, if available, small and Disabled Veterans Business Enterprise firms are solicited, where feasible dividing the requirement into smaller units for the purpose of greater participation, and establishing delivery and payment schedules which will facilitate participation by small and Disabled Veterans Business Enterprises.

**43. INTEREST OF CONTRACTOR**

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, 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 contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

**44. LICENSING**

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All offerors and contractors shall be licensed, if required, in accordance with the laws of this state and any offeror or contractor not so licensed is subject to the penalties imposed by such laws.

**45. CONTRACT EXTENSION OPTION**

45.1. One to six months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than six (6) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to expiration of the contract. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

46. **PERSONNEL ASSIGNMENT AND REASSIGNMENT**

- 46.1. Resumes of individuals who will be assigned to the project will be furnished. All such personnel will be assigned to the project in the event of contract award.
- 46.2. A project manager will be assigned, (if more than one individual is assigned) as the individual responsible for the overall performance of any resulting contract and will be directly responsible for responding to the Contracting Officer's Representative (COR) at all times during the term of this contract.
- 46.3. No reassignments of personnel will be allowed without full resume submittal, justification therefor and approval by the Contracting Officer's Representative (COR).

47. **RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

48. **SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

**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.

**1. NOT-FOR-PROFIT ORGANIZATIONS**

Attach proof of status and omit Paragraph 3.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

**3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE**

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency: \_\_\_\_\_

Certification #: \_\_\_\_\_

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

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

**4.1.** Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

**4.2.** 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; and

**4.3.** 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 4.2 of this certification; and

**4.4.** 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.

**4.5.** Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

**4.6.** Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

**4.7.** Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

**5. CERTIFICATE OF CURRENT COST OR PRICING**

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

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

**6.1.** 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 Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

**6.2.** Unless otherwise required by law, the prices which 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; and

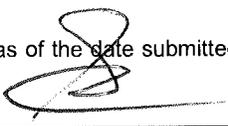
**6.3.** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

**7.** The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 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: Say Walker

Signature: 

Title: Government Sales

Date: 11/15/13

Company/Organization: American Tax-Chem Corp.

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



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 21, 2013

## ADDENDUM No. 1

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Quick question regarding this referenced bid. Wanted to be sure the weight and size are what you wanted. In the past the County has purchased 20 x 40 towels that were 5 lb./dz. Usually a 8 lb.dz. Towel is 24 x 48 in size?
- A:** Yes, the weight for a dozen of 20 x 40 towels is **5lb.**

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 22, 2013

## ADDENDUM No. 2

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Regarding the above referenced bid, can you please advise who was awarded these items before and at what price?
- A:** *Primary Supplier: American Textile Systems with a price of \$9.57/dz.  
Secondary Supplier: Bob Barker with a price of \$11.79/dz.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

November 8, 2013

## ADDENDUM No. 3

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 3 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** On bid 6216, since the bid requests prices thru 2016. Is there an option for both parties to pull out of the contract after the first year?
- A:** *The County of San Diego, Sheriff's Department has the option to Terminate for Convenience. See Section C, paragraph 9, located in page C-2 of the RFB document. However, the Supplier does not have the option to pull out of the Contract after award has been made.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT

NEXT BID

SECTION A  
 COUNTY OF SAN DIEGO  
**REQUEST FOR BID**  
 THIS IS NOT AN ORDER

Date Issued **October 18, 2013**  
 RFB No. **6216**

**MAIL OR DELIVER TO:**  
 DEPARTMENT OF PURCHASING AND CONTRACTING  
 COUNTY OF SAN DIEGO, **RFB NO. 6216**  
 5560 OVERLAND AVENUE, SUITE 270  
 SAN DIEGO, CA 92123

|| FOR INFORMATION, PLEASE CALL  
 || Martha Trevejo, Sr. Procurement Specialist,  
 || [Martha.Trevejo@sdcounty.ca.gov](mailto:Martha.Trevejo@sdcounty.ca.gov) 858.505.6527

|| BID OPENING DATE: November 18, 2013

|| Bids must be received at the  
 || upper left address prior to 11:00 A.M.  
 || on the date of the Bid Opening.

UNSPSC Commodity Code: 521217.0000

AWARD: WILL BE MADE TO THE LOWEST  
 RESPONSIVE RESPONSIBLE BIDDER  
 BASED ON:

- ALL OR NONE       EACH LOT  
 TOTAL PRICE       EACH ITEM  
 OTHER (SEE PRICING SCHEDULE)

|| PLEASE STATE YOUR LOWEST PRICE,  
 || F.O.B. DESTINATION AND  
 || BRAND NAME OR TRADE NAME  
 || IF APPLICABLE.

|| (PLEASE USE TYPEWRITER OR BLACK INK)  
 || **Envelope must include RFB No. 6216**

DESCRIPTION

THE COUNTY OF SAN DIEGO SHERIFF DEPARTMENT HAS A REQUIREMENT FOR **BATH TOWELS** IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL CONTRACT TERM: 01-JAN-2014 THRU 31-DEC-2014  
 1<sup>ST</sup> OPTION PERIOD: 01-JAN-2015 THRU 31-DEC-2015  
 2<sup>ND</sup> OPTION PERIOD: 01-JAN-2016 THRU 31-DEC-2016

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH YEAR IN THE TERM PERIOD IDENTIFIED ABOVE. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON **ALL** ITEMS FOR ALL YEARS, IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

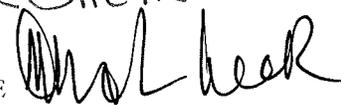
**THE COUNTY OF SAN DIEGO RESERVES THE RIGHT TO AWARD TO A PRIMARY AND SECONDARY SUPPLIER.**

Bidder acknowledges Addendum No. 1  2  3  4  5

SUBJECT TO ACCEPTANCE WITHIN [90] DAYS | PAYMENT TERMS NET 30 OR % day

NAME AND ADDRESS OF BIDDER (Type or Print) | NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:

Street, City, State, Zip **ACME SUPPLY CO., LTD.**  
**10 CEDAR SWAMP RD, STE#7**  
**GLEN COVE, NY 11542**  
**Ph 800.567.8025 Fx 800.567.8026**

**ZAHEER SHEIK**  
 SIGNATURE   
 OFFEROR DATE

Telephone: ( )  
 Fax Number ( )

NOTIFICATION OF AWARD

(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:

COUNTY OF SAN DIEGO  
 BY: DATE

JOHN M. PELLEGRINO, Director

TOTAL AMOUNT      AWARD NO.      NAME AND TITLE OF CONTRACTING OFFICER

TABLE OF CONTENTS

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**SIGN AND RETURN ALL SECTIONS**

**SECTION A REQUEST FOR BID AND GENERAL INFORMATION**

1. REQUEST FOR BID .....A-1  
2. TABLE OF CONTENTS ..... A-2/3  
3. REPRESENTATIONS AND CERTIFICATIONS .....A-4  
4. STATEMENT OF WORK..... A-5/6  
5. PRICE SCHEDULE – SEPARATE ATTACHMENT IN EXCEL.....A-7  
6. PUBLIC AGENCY/RENEWAL.....A-8  
7. COUNTY CONTRACTOR PARTICIPATION (JULY 2008) .....A-8  
8. AUTOMATIC CONTRACT RENEWAL .....A-8  
9. CALIFORNIA REVENUE AND TAXATION CODE SECTION.....A-8  
10. FRANCHISE TAX BOARD WEBSITES.....A-8

**SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS**

1. PRICING YOUR BID.....B-1  
2. SUBMITTING YOUR BID .....B-1  
3. EVALUATION AND AWARD .....B-2  
4. PROTEST PROCEDURES.....B-2  
5. LOCAL BUSINESS PREFERENCE.....B-2

**SECTION C STANDARD TERMS AND CONDITIONS**

1. DEFINITIONS.....C-1  
2. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED .....C-1  
3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST .....C-1  
4. CAL OSHA .....C-1  
5. FORMAL BIDS .....C-1  
6. DELIVERY.....C-1  
7. INSPECTION.....C-1  
8. TERMINATION FOR DEFAULT .....C-1  
9. TERMINATION FOR CONVENIENCE .....C-2  
10. TITLE .....C-2  
11. VARIATIONS IN SPECIFICATIONS.....C-2  
12. HAZARDOUS SUBSTANCES.....C-2  
13. PROHIBITED CONTRACTS .....C-2  
14. ESTIMATED QUANTITIES.....C-3  
15. AVAILABILITY OF FUNDING.....C-3  
16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES .....C-3  
17. DUTY TO INQUIRE.....C-3  
18. DISPUTES .....C-4  
19. CHANGES.....C-4  
20. ASSIGNABILITY .....C-4  
21. INDEMNITY .....C-4  
22. CONDUCT OF CONTRACTOR.....C-4  
23. DISALLOWANCE .....C-5  
24. GOVERNING LAW.....C-5  
25. AUDIT AND INSPECTION OF RECORDS .....C-5  
26. PATENT AND COPYRIGHT INFRINGEMENT .....C-5  
27. CONTRACTOR REPRESENTATION .....C-5  
28. WARRANTY.....C-5  
29. INSURANCE.....C-6  
30. PERMITS, NOTICES, FEES AND LAWS .....C-6  
31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH .....C-6  
32. FINDINGS CONFIDENTIAL .....C-6  
33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL.....C-6

34. <u>NOTICE</u> .....	C-6
35. <u>PRODUCT IDENTIFICATION AND LABELING</u> .....	C-6
36. <u>DRUG &amp; ALCOHOL FREE WORKPLACE</u> .....	C-7
37. <u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u> .....	C-7
38. <u>INVOICES</u> .....	C-7
39. <u>CONTRACT ADMINISTRATION</u> .....	C-7
40. <u>CONTRACT PROGRESS MEETING</u> .....	C-8
41. <u>INDEPENDENT CONTRACTOR</u> .....	C-8
42. <u>SUBCONTRACT FOR WORK OR SERVICES</u> .....	C-8
43. <u>INTEREST OF CONTRACTOR</u> .....	C-8
44. <u>LICENSING</u> .....	C-8
45. <u>CONTRACT EXTENSION OPTION</u> .....	C-8
46. <u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u> .....	C-9
47. <u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u> .....	C-9
48. <u>SEVERABILITY</u> .....	C-9

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SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

**1. Specifications:**

- 1.1 The bath towels shall be 20" X 40" in finished size with a minimum weight of 8 pounds per dozen.
- 1.2 Blend should be 84% cotton and 16% polyester.
- 1.3 **Only first quality shall be accepted.**

**2. Sample and Testing:**

- 2.1 A sample of one (1) dozen of the towels shall be provided at vendor's expense for testing.
  - 2.1.1 Samples are to be submitted with the bid to be considered responsive. The County shall have the right to review the samples to determine if submitted sample is acceptable.
  - 2.1.2 Samples must meet specifications to be considered.
  - 2.1.3 The County's decision to award is contingent upon its acceptance of the products provided in the sample.
  - 2.1.4 During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the vendor be permitted to increase prices on the basis of substituted item(s).
  - 2.1.5 Samples will not be returned.
- 2.2 Sample towels shall be tested for Shrinkage Tolerance: No more than 14% along the warp way (length) and maximum of 8% along the fill way (width) of the stated finished size of 20" x 40". Finished size and minimum weigh are after shrinkage.

**3. Order and Delivery:**

- 3.1 The total units of towels required are up to 4,500 dozens for the initial year and 4,500 dozens for each of the two option years.
- 3.2 The estimated number of orders per year is five to six times via submitted individual releases in varying number of dozens and up to 4,500 dozens total per year.
- 3.3 Each order shall be packaged and delivered as follow:
  - 3.3.1 Towels must be packed and delivered at 5 dozens per box.
  - 3.3.2 All boxes must be palletized and strapped down. Each pallet must be labeled with the following information:
    - 3.3.2.1 Name and Address of Vendor
    - 3.3.2.2 San Diego County BPA #
    - 3.3.2.3 Corresponding Sub Order #
    - 3.3.2.4 Item Description
    - 3.3.2.5 Addressee Name and address
- 3.4 Delivery shall be received to the following location **within 14 days of order placed:**
  - East Mesa Central Warehouse
  - 446 Alta Road, Bay 23
  - San Diego, CA 92158
  - Attn: Robert Quinones
- 3.5 Delivery Hours: 0700 - 1430 Monday through Friday (Closed on Holidays)

SECTION A  
RFB# 6216 – BATH TOWELS  
STATEMENT OF WORK

3.6 For all the above shipment, the product shall meet specifications. The vendor shall guarantee the same specifications for all products shipped or shall send a sample and get prior approval before shipment. Vendor shall also guarantee that the product will be free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the county if the product does not meet specification and if defects are discovered upon receipt.

**4. Award:**

- 4.1 Award shall be based on the lowest price for the item meeting all specifications and requirements stated.
- 4.2 The County of San Diego reserves the right to award to a primary and secondary Supplier. The Secondary Supplier will be used when the Primary Supplier cannot meet requirements stated on the RFB at time of order placement.

**5. Department Contact:**

All invoices and inquiries shall be directed to the Contracting Officer's Representative (COR) at:

San Diego County Sheriff's Department  
East Mesa Central Warehouse  
C/o Roberto Quiñones  
446 Alta Road, Bay 23  
San Diego, CA. 92158

**SECTION A**

**PRICING SCHEDULE**

ENTER PRICING ON EXCEL WORKBOOK (POSTED AS SEPARATE DOCUMENT TO BUYNET).  
THERE IS ONE WORKSHEET FOR ALL TERM PERIODS INCLUDING GRAND TOTAL

SUBMIT ORIGINAL HARDCOPY OF PRICING SCHEDULE WORKSHEET WITH YOUR BID.

INSERT YOUR PRINTED PRICING SCHEDULE WORKSHEET AFTER THIS PAGE.

**PUBLIC AGENCY PARTICIPATION (July 2008)**

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

**COUNTY CONTRACTOR PARTICIPATION (July 2008)**

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

**AUTOMATIC CONTRACT RENEWAL (July 2008)**

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed 31-Dec-2018.

**WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:**

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. 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 you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**FRANCHISE TAX BOARD WEBSITES:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

**SECTION B**  
**COUNTY OF SAN DIEGO'S**  
**INSTRUCTIONS FOR COMPLETING REQUEST FOR BID**  
**AND PRE-AWARD REQUIREMENTS**

Rev 01/04

**1. PRICING YOUR BID**

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 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.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty- (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

**2. SUBMITTING YOUR BID**

- 2.1 Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 5560 Overland Avenue, Suite 270, San Diego, California 92123, by 11:00 a.m. on the day specified. Bids will be publicly opened at that time.
- 2.2 Failure to bid on authorized County form may be cause for rejection of bid.
- 2.3 Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
- 2.4 Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
- 2.5 The County's primary means of providing bids and addenda is the County BuyNet Internet website:
- 2.6 No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County BuyNet website.
- 2.7 Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.
- 2.8 Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.
- 2.9 Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

- 2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

### 3. EVALUATION AND AWARD

- 3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.
- 3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

### 4. PROTEST PROCEDURES

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made **prior** to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

**For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.html>

### 5. LOCAL BUSINESS PREFERENCE

Responsive bids from responsible local San Diego County businesses shall be given preference for award over bids received from non-local businesses. "Local Business" is defined as a business with a valid license issued by a city within the County, employing San Diego residents, and with a verifiable address within the County, or a business employing San Diego residents and with a verifiable address in an unincorporated area of the county. Post Office Boxes do not qualify as verifiable local business addresses. If a tie bid occurs between a local business and a non-local business, award shall be made to the local business.

If the lowest responsible, responsive bid is submitted by a non-local business, one percent (1%) shall be subtracted from the lowest responsive, responsible bid submitted by a local business in evaluating the bids for award. If application of the one percent (1%) factor results in the local business bid being equal to or lower than the non-local business bid, contract award will be made to the local business at the local business bid price, except for public works and construction bids, or if prohibited by State or Federal law.

**SECTION C  
TERMS & CONDITIONS OF REQUEST FOR BIDS  
AND RESULTANT CONTRACT OR PURCHASE ORDER**

**1. DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

**2. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED (Rev. 11/97)**

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

**3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

**4. CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

**5. FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the even of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

**6. DELIVERY**

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

**7. INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

**8. TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to

specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 8.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 9. TERMINATION FOR CONVENIENCE

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 9.1. The unit or pro rata price for the delivered and accepted portion.
- 9.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 9.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 9.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 10. TITLE

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

#### 11. VARIATIONS IN SPECIFICATIONS

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

#### 12. HAZARDOUS SUBSTANCES (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

#### 13. PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that 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:

- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section 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
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

14. **ESTIMATED QUANTITIES** (March 1993)

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

15. **AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

16. **INSPECTION OF SERVICE/MATERIALS/SUPPLIES**

- 16.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 16.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

17. **DUTY TO INQUIRE**

Should an Offeror find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer/Procurement Specialist in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

**18. DISPUTES**

- 18.1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.
- 18.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**19. CHANGES**

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**20. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

**21. 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, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this contract, and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. However, Contractor shall have no obligation 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.

**22. CONDUCT OF CONTRACTOR**

- 22.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 22.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 22.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

- 22.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

23. **DISALLOWANCE**

In the event the Contractor receives payment for services under this contract which 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.

24. **GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the State of California.

25. **AUDIT AND INSPECTION OF RECORDS**

- 25.1. General. The County shall have the audit and inspection rights described in this section.

- 25.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

- 25.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:

- 25.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.

- 25.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.

- 25.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

26. **PATENT AND COPYRIGHT INFRINGEMENT**

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

27. **CONTRACTOR REPRESENTATION**

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

28. **WARRANTY**

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**29. INSURANCE**

Before commencement of the work, contractor shall submit Certificates of Insurance evidencing that contractor has obtained for the period of the contract, from generally recognized responsible insurer, insurance in the following forms of coverage and minimum amounts specified:

- 29.1. A policy of Worker's Compensation in statutory amounts.
- 29.2. Commercial General Liability insurance written on an "occurrence" basis and in an amount of not less than \$1,000,000 each occurrence.
- 29.3. Automobile Liability Insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 combined single limit.
- 29.4. The policies (except for Workers' Compensation) shall name the County of San Diego as additional insured.
- 29.5. Each policy of insurance shall contain the following clause:  

"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the COTR shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said COTR, as evidenced by properly validated return receipt."
- 29.6. The County of San Diego shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exist at the time a change in insurance is required. County requirement shall be reasonable.

**30. PERMITS, NOTICES, FEES AND LAWS**

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

**31. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH**

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

**32. FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**34. NOTICE**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

**35. PRODUCT IDENTIFICATION AND LABELING**

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair

Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

### 36. DRUG & ALCOHOL FREE WORKPLACE

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 36.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
  - 36.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 36.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 36.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
  - 36.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 36.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 36.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

### 37. ORDERING WITH BLANKET PURCHASE AGREEMENT

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release.

### 38. INVOICES

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

### 39. CONTRACT ADMINISTRATION

The Director of Purchasing and Contracting is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement.

The County has designated the following individual as the Contracting Officer's Representative (COR):

Robert Quinones (619) 616-2873

The COR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Board of Supervisors and/or the Contracting Officer issuing a properly executed Change Order modification.

**40. CONTRACT PROGRESS MEETING**

The Contracting Officer's Representative (COR) and other County Personnel, as appropriate, will meet periodically with the Contractor to review the contract performance. At these meetings the COR will appraise the Contractor of how the County views the Contractor's performance and the Contractor will appraise the County of problems, if any, being experienced. The Contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contracts. Appropriate action shall be taken to resolve outstanding issues.

The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with minutes, the Contractor will set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**41. INDEPENDENT CONTRACTOR**

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

**42. SUBCONTRACT FOR WORK OR SERVICES (July 2008)**

No contract shall be made by the Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the Contracting Officer's Representative (COR); but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in proposal and agreed to any resulting contract.

Contractors are further reminded that it is the County's policy to encourage the participation of small and Disabled Veterans Business Enterprises. This includes: ensuring that, if available, small and Disabled Veterans Business Enterprise firms are solicited, where feasible dividing the requirement into smaller units for the purpose of greater participation, and establishing delivery and payment schedules which will facilitate participation by small and Disabled Veterans Business Enterprises.

**43. INTEREST OF CONTRACTOR**

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, 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 contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

**44. LICENSING**

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All offerors and contractors shall be licensed, if required, in accordance with the laws of this state and any offeror or contractor not so licensed is subject to the penalties imposed by such laws.

**45. CONTRACT EXTENSION OPTION**

45.1. One to six months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than six (6) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to expiration of the contract. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

46. **PERSONNEL ASSIGNMENT AND REASSIGNMENT**

- 46.1. Resumes of individuals who will be assigned to the project will be furnished. All such personnel will be assigned to the project in the event of contract award.
- 46.2. A project manager will be assigned, (if more than one individual is assigned) as the individual responsible for the overall performance of any resulting contract and will be directly responsible for responding to the Contracting Officer's Representative (COR) at all times during the term of this contract.
- 46.3. No reassignments of personnel will be allowed without full resume submittal, justification therefor and approval by the Contracting Officer's Representative (COR).

47. **RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

48. **SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

## **BIDDERS INSTRUCTIONS**

Enter unit prices to 2 decimal points, for each line item in Base Term Period, 1st Option Period, 2nd Option Period, 3rd Option Period, and 4th Option Period (see tabs below for each lot).

These worksheets have built-in formulas that will calculate the extended prices for each line item and each term period. The total of all years is the basis for award for each individual item.

The worksheets are locked/protected. The format and the content of the worksheets should not be tampered with or altered in any way.

Pricing Schedule for RFB# 6216 - Bath Towels

				BASE PERIOD PRICING: JAN 1, 2014 TO DEC 31, 2014		FIRST OPTION PERIOD: JAN 1, 2015 THROUGH DEC 31, 2015	
Item	Description	Unit of Measure	Annual Usage	Unit Cost	Extended Price	Unit Cost	Extended Price
1	Bath Towels; size: 20" X 40"	Dozen	4,500	9.45	\$42,525 <sup>00</sup> -	9.45	\$ 42,525 -

COMPANY NAME: ACME SUPPLY CO., LTD  
 CONTACT NAME: ZAHEER SHEIK  
 PHONE NUMBER: 800 567 8025  
 FAX NUMBER: 800 567 8026  
 EMAIL ADDRESS: BN@ACMESUPPLY.US

SECOND OPTION PERIOD: JAN 1, 2016 THROUGH DEC 31, 2016		
Unit Cost	Extended Price	TOTAL FOR ALL YEARS
9.45	\$42,525 -	\$127,575 -
		BASIS OF AWARD

**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.

**1. NOT-FOR-PROFIT ORGANIZATIONS**

Attach proof of status and omit Paragraph 3.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

**3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE**

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency: \_\_\_\_\_

Certification #: \_\_\_\_\_

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

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

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. 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; and
- 4.3. 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 4.2 of this certification; and

4.4. 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.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

**5. CERTIFICATE OF CURRENT COST OR PRICING**

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

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. 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 Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which 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; and

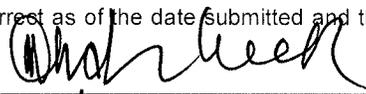
6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 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: ZAHKEER SHEIK

Signature: 

Title: PRESIDENT

Date: 11-12-13

Company/Organization: ACME SUPPLY CO., LTD

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



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 21, 2013

## ADDENDUM No. 1

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Quick question regarding this referenced bid. Wanted to be sure the weight and size are what you wanted. In the past the County has purchased 20 x 40 towels that were 5 lb./dz. Usually a 8 lb.dz. Towel is 24 x 48 in size?
- A:** *Yes, the weight for a dozen of 20 x 40 towels is 5lb.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

October 22, 2013

## ADDENDUM No. 2

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Q:** Regarding the above referenced bid, can you please advise who was awarded these items before and at what price?
- A:** *Primary Supplier: American Textile Systems with a price of \$9.57/dz.  
Secondary Supplier: Bob Barker with a price of \$11.79/dz.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT



John M. Pellegrino  
Director

# County of San Diego

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

TELEPHONE (858) 505-6367  
FAX (858) 715-6452

November 8, 2013

## ADDENDUM No. 3

### REQUEST FOR BID (RFB) 6216 BATH TOWEL

Addendum No. 3 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

**Q:** On bid 6216, since the bid requests prices thru 2016. Is there an option for both parties to pull out of the contract after the first year?

**A:** *The County of San Diego, Sheriff's Department has the option to Terminate for Convenience. See Section C, paragraph 9, located in page C-2 of the RFB document. However, the Supplier does not have the option to pull out of the Contract after award has been made.*

If you have any questions, please contact Martha F. Trevejo, Senior Procurement Specialist at (858) 505-6527, or by email at [martha.trevejo@sdcounty.ca.gov](mailto:martha.trevejo@sdcounty.ca.gov).

*For Martha F. Trevejo*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

JMP:MT