

**COUNTY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES
CONTRACT AND PURCHASING SERVICES DIVISION**



RFP # 8259

**COMMODITY/SERVICE:
INMATE AND DETENTION SUPPLIES,
SOLUTIONS AND SERVICES**

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1. DEFINITIONS

1.1. **Response**

The written, signed and sealed complete document submitted according to the proposal instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

1.2. **Request/Proposal/Bid**

The completed and released document, including all subsequent addenda, made publicly available to all prospective proposers.

1.3. **We/Us/Our**

Terms that refer to the County of Sacramento, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

- Purchasing - the Contracts and Purchasing Services Division of the Department of General Services.
- Department/Division - The department or division requesting the goods or services contained in this request, for which this PROPOSAL is prepared and which will be the end user of the requested goods or services.
- Constituency - the client base or County population which may benefit from the procurement of goods and/or services requested herein.

1.4. **You/Your**

Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Supplier - A business entity engaged in the business of providing services.
- Proposer - A business entity submitting a Response to this proposal. Suppliers which may express interest in this proposal, but who do not submit a Response, have no obligations with respect to the proposal requirements.
- Contractor - The Proposer(s) whose Response to this proposal is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this proposal.

- Contractor's Employee - All persons who can be offered to provide the services described in the proposal. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

1.5. **Mandatory**

A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

1.6. **Default**

A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

1.7. **Cancellation/Termination**

A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

1.8. **"Or Equal"**

A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a proposal document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

2. INTRODUCTION

2.1. Introduction

- 2.1.1. The County of Sacramento (County), as the Principal Procurement Agency, has partnered with National Intergovernmental Purchasing Alliance Company (National IPA) to hereby invite qualified firms to submit proposals for Inmate and Detention Supplies, Solutions and Services.
- 2.1.2. Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP).

2.2. National Contract

- 2.2.1. The County, as the Principal Procurement Agency, as defined in Appendix P, has partnered with National IPA to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Appendix P contains additional information on National IPA and the cooperative purchasing agreement.
- 2.2.2. National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. National IPA partners with sister company, Novation, to leverage over \$53 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Appendix P.
- 2.2.3. The County of Sacramento anticipates spending approximately \$2,000,000.00 in a period of three (3) years for the full potential Master Agreement term for Inmate and Detention Supplies, Solutions and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of inmate and detention supplies, solutions and services purchased under the Master Agreement through National IPA is approximately thirty million (\$30,000,000). This projection is based on the current annual volumes among the County of Sacramento, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume

growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

2.3. Scope of Services

The intent of this solicitation is to establish a full catalog contract with the successful Proposer that gives Participating Agencies the ability to purchase a comprehensive, wide variety of inmate and detention, supplies, solutions and services including, but not limited to, the following categories:

- Clothing
- Footwear
- Bedding and linens
- Laundry
- Medical Supplies
- Personal care
- Recreation
- Food services

2.4. Term

2.4.1. The County will award a contract for a period of three (3) years. The contract shall remain in force for an initial term of three (3) years and shall not bind, nor purport to bind the County for any contractual commitment in excess of the initial term. However, the County shall have the right to renew the contract for two (2) additional one (1) year terms, with thirty (30) days written notice to the Contractor prior to the expiration of the initial term or renewal term of the contract.

2.4.2. An extension of the term of the awarded contract will be accomplished through an amendment to the contract. If the extension of the contract necessitates additional revenue and/or funding beyond that which was included in the original contract, the increase through an amendment to the contract and shall be based upon rates provided for in the original contract and proposal and/or negotiated contract extension incentives.

2.5. Non-discrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's Contractors. Accordingly, all Contractors entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

3. KEY EVENTS FOR RFP # 8259

3.1. Schedule of Events

The following Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 5:00 p.m., Pacific Standard Time (PST):

Table 1 - Schedule of Events

Event/Action	Date(s)/Time
RFP Release Date	Feb 3, 2016
Non-Mandatory Pre-Proposal Conference	Feb 19, 2016 at 10:00 AM PST
Deadline for Submitting Written Questions / Comments	Feb 24, 2016
Dissemination of Answers to Written Questions	Mar 2, 2016
Deadline for Proposals	Mar 9, 2016 by 12:00:00 PM PST
Onsite Interview Finalists (If Necessary)	Mar 16, 2016

3.2. Adjustments to the Schedule of Events

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided via an Addendum published on www.PublicPurchase.com website.

3.3. Proposal Deadline

Proposals shall be submitted electronically via Public Purchase no later than the Proposal Deadline date and time detailed in the Schedule of Events (please refer to **Section 3.1, Table 1 - Schedule of Events**). Proposers shall respond to the written RFP and any appendices, attachments, or amendments. Failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

4. General Proposal Instructions and Format

4.1. Communications Regarding RFP

- 4.1.1. Upon release of this RFP, all Proposer communications concerning this procurement must be sent via www.publicpurchase.com, Proposers may not contact any County employee or any employee at the Facilities listed in **Appendix O, Section 1.1, Table 1 - County Inmates Facilities** during the solicitation and evaluation process. Inappropriate contact is grounds for disqualification from this RFP.
- 4.1.2. Proposers should carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Proposers that require clarification of the intent or content of RFP # 8259 or clarification on procedural matters regarding the solicitation process must submit their questions or comments through the Public Purchase website (www.publicpurchase.com).
- 4.1.3. All questions must be submitted via www.publicpurchase.com for tracking purposes. All communications must cite the section number within the RFP. Questions must be submitted prior to the deadline listed in **Section 3.1, Table 1 - Schedule of Events**.
- 4.1.4. The County shall respond to written communications via responses that shall constitute one or more amendments to the RFP. All amendments will be posted on www.publicpurchase.com. Only written responses to written communications shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 4.1.5. Any historical data or factual information provided by the County shall be deemed for informational purposes only. If a proposer relies on said factual historical information it should independently verify the likelihood of these volumes or conditions continuing or obtain the County's written consent to rely thereon.
- 4.1.6. Protests based on any objection shall be considered waived and invalid if the basis of the objection relate to faults that should reasonably have been brought to the attention of the County, via the Public Purchase website (www.publicpurchase.com), by the Deadline for Written Comments (please refer to **Section 3.1, Table 1 - Schedule of Events**).
- 4.1.7. Any oral communications with the County RFP Contact shall be considered unofficial and nonbinding on the County. Oral communications with any County personnel outside of the pre-proposal meetings and submission of questions shall be considered inappropriate contact.

4.2. General Format

Respond to all requests for information and completion of forms contained in this Request for Proposal. You may use additional sheets as necessary. A qualifying response must address all

items. Brochures and advertisements will not be considered a complete reply to requests for information and will not be accepted as such. Proposer is solely responsible for accuracy and completeness of proposal response and for electronically separating and marking documents as confidential when submitting their response through Public Purchase. Responses considered incomplete may be rejected.

4.3. Alteration of Proposal Text

The original text of this proposal document, as well as any attachments, amendments or other official correspondence related to this proposal document, may not be manually, electronically or otherwise altered by proposer or proposer's agent(s). Any response containing altered, deleted, additional or otherwise non-original text will be disqualified.

4.4. Preparation of Response

4.4.1. All responses must be signed by an authorized officer or employee of the responder.

4.4.2. Responses must be submitted prior to the specified date and time, using the www.publicpurchase.com website. Responses delivered by hand, fax, telephone, e-mail, or any postal carrier will not be accepted. If bidder uploads a file to Public Purchase, it is bidder responsibility to ensure the file is not corrupt or damaged. If County is unable to open an attachment because it is damaged, corrupt, infected, etc., it may disqualify bidder's submission. See document titled "Public Purchase Instructions" for guidance entering your online response.

4.4.3. Time of delivery must be stated as the number of calendar days following receipt of the order by the proposer to receipt of the goods or services by the County.

4.4.4. Time of delivery may be a consideration in the award.

4.4.5. Prices will be considered as net if no cash discount is offered. If a discrepancy between the unit price and the item total exists, the unit price prevails.

4.5. Confidential Information/Public Record

4.5.1. All responses become property of the County. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.

4.5.2. The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such

information separately as part of your response package. Public Purchase allows you to mark such documents as “confidential” when uploaded into the system.

- 4.5.3. The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

4.6. **Proposal Submittal**

- 4.6.1. Each Proposer must provide all documentation required in the Proposal Submission Requirements Section 4.7 below. A complete response for each section in the RFP Submission Requirements below is required and must be provided by the Proposer. Any RFP terms and conditions requirement not included in **Appendix E – Solicitation Exceptions** by the Proposer will be considered acceptance of the requirements by Proposer.

- 4.6.2. A complete response for each section in **Appendix Q – Technical Proposal Response** is required and must be provided by the Proposer. If the Proposer is in full compliance with the **Appendix Q – Technical Proposal Response** sections or numbered conditions, the appropriate response is, "Read, agreed and will comply." Otherwise, the Proposer's response should state, "Read and do not comply."

4.7. **Proposal Submission Requirements**

- 4.7.1. Proposal Validity period, as used in this provision, means the number of calendar days available to the County for awarding a Contract from the Response Due Date. The County requires a minimum validity period of one hundred and twenty (120) calendar days.
- 4.7.2. In compliance with this RFP, if your proposal is accepted within the validity period, the Contractor agrees to furnish any or all items or services proposed, and under the terms and conditions specified herein. A contract shall be created by the County for execution by the County and the Contractor which will incorporate the required terms and conditions as outlined in this RFP and any addenda.
- 4.7.3. Some of the conditions or numbered sections will require explanation by the Proposer. Please provide exhibits and/or visual aids that clearly reference specific conditions.
- 4.7.4. The Proposers are required to provide any exceptions to RFP terms and conditions, in the online **Appendix E- Solicitation Exceptions**.
- 4.7.5. References: MUST include a minimum of two references of customers (of like-size institutions) served over the last 12 months with the same product(s) being proposed.
- 4.7.6. Minimum Order Requirements: Indicated in your proposal response minimum order requirements and other restrictions. The County may reject high minimum order requirements. Exceptions will only be made if savings warrant it and there is available space.

- 4.7.7. **Delivery Schedules:** Discuss the delivery schedule once a product is ordered. For instance, is there a maximum time for orders within a certain radius from a distribution center? Address the differences in delivery times for routine, in-stock items, special orders and out-of-stock items.
- 4.7.8. **Out-of-Stock Remedy:** Describe your process for identifying out of stock items, the options available to the ordering agencies, such as:
- Request back order
 - Request a substitute contract item
 - Cancel the item for the order
- 4.7.9. **Franchise and Dealer Participation:** The Proposer if representing multiple franchise and dealer's locations, shall ensure that these locations have agreed to participate. Provide a national coverage map reflecting participating distribution centers.
- 4.7.10. **Product Recall Procedures:** Discuss procedures for recall notification, including whether the ordering Agency will have options for credit or replacement for the product recalled. Include information on your process of notification when a recall is issued.
- 4.7.11. **Reports:** Provide examples of reports that would be available. Examples would be Usage Reports, Green/Sustainability Reports and Small/Disadvantage Business Sales Reports. The minimum reporting requirements, list the manufacturer name, model number, part number, item description, quantity sold and total spend by department, division, ordering entity, etc.
- 4.7.12. **Product Warranty:** Indicate product warranty. All products supplied shall be warranted against defects in workmanship or materials for their intended use. The vendor shall cover the cost of labor and materials to replace any defective product.
- 4.7.13. In addition to the aforementioned sections/appendices, Proposers are required to complete and submit the following documents:

Appendix C - DCSS Contractor Certification of Compliance
Appendix F - Non Collusion Affidavit
Appendix H - Customer References
Appendix I - Pricing Workbook (CONSISTS SEVEN WORKSHEETS)
Appendix N - Iran Contracting Act
Appendix P - National IPA Exhibits A through F
Appendix Q - Technical Proposal Response

4.8. Pre-Proposal Conference

- 4.8.1. A non-mandatory pre-proposal conference will be held for vendors who intend to respond to this RFP. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP.

- 4.8.2. To attend the Pre-Proposal Meeting, the Proposer must send an email to Vivian Poon, Contract Services Officer II, at email: poonv@SacCounty.NET, 7 business days before the Pre-Proposal Meeting date specified in the Schedule of Events. (Please refer to **Section 3.1, Table 1 - Schedule of Events**.) Each Proposer will be limited to two (2) representatives at the Pre-Proposal Conference.
- 4.8.3. The Pre-Proposal Conference will take place at the following location specified in the Schedule of Events. (Please refer to **Section 3.1, Table 1 - Schedule of Events**):

County of Sacramento
Contract & Purchasing Services Division
Ecology Flight Deck Conference Room
1st Floor
9660 Ecology Lane
Sacramento, CA 95827

4.9. **Proposal Preparation Costs**

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal. All costs and expenses relating to the preparation, production, handling, reproduction, administration of the proposal and its submission are to be borne solely by the Proposer. All records, documents and information collected and/or maintained by others in the course of the preparation of this proposal shall be made accessible to the County for purposes of inspection, reproduction, and audit without restriction. The Proposer shall agree that the County and/or its Designated Agent may audit, examine, and copy any and all non-proprietary books, records and information relating to the proposed services at no cost to the County. Proposers must maintain all records of their proposal until a successful Proposer has been announced and/or a Contract has been awarded.

4.10. **Proposal Withdrawal**

Proposal responses can be withdrawn by a Proposer by logging into www.PublicPurchase.com and deleting the proposal at any time up until the date and time of the submission deadline. The Proposer may then submit another proposal at any time up to the deadline for submitting proposals.

4.11. **Proposal Amendment**

The County shall not accept any amendments, revisions, or alterations to proposals after the Response Due Date unless such is formally requested, in writing, by the County.

4.12. **Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents, after the deadline for submitting a proposal.

4.13. Incorrect Proposal Information

If the County determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

4.14. Prohibition of Contractor Terms and Conditions

Proposers may not submit their own contract terms and conditions in a response to this RFP. If a proposal contains such substituted terms and conditions, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected. To take exception to specific terms and conditions use **Appendix E - Solicitation Exceptions**.

4.15. Proposal of Alternate Services

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) shall be considered non-responsive and rejected.

4.16. Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP) **Appendix I – Pricing Workbook**, these additional services may be added to the contract before contract signing at the sole discretion of the County.

4.17. Conflict of Interest and Proposal Restrictions

- 4.17.1. By submitting a proposal, Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
- 4.17.2. Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a County agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.
- 4.17.3. The County agencies shall not contract with an individual who is, or within the past six (6) months has been, an employee of the County. An individual shall be deemed a County employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the County. A contract with a company in which a controlling interest is held by a County employee shall be considered to be a contract with said individual and shall be prohibited.
- 4.17.4. Any individual, company, or other entity involved in assisting the County in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said

individual, company, or other entity may not submit a proposal in response to this RFP nor assist a Proposer in submitting a proposal.

4.18. RFP Amendment and Cancellation

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all Proposers via the www.PublicPurchase.com website. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

4.19. Right of Rejection

- 4.19.1. The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 4.19.2. The County reserves the right, at its sole discretion, to select all or any subset of the technologies offered by the Proposer within its proposal.
- 4.19.3. Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. The Contractors must comply with all of the terms of this RFP and all applicable State and the County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 4.19.4. Proposers are to list all exceptions in **Appendix E – Solicitation Exceptions**. Exceptions considered excessive or affecting vital terms, conditions, or specifications may reduce or eliminate prospects for award.
- 4.19.5. Proposers may not restrict the rights of the County or otherwise qualify their proposals. If a Proposer does so, the County may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.19.6. The County reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Contractor to strict compliance with the RFP.

5. General Terms and Conditions

5.1. Prior Agreements

The Agreement awarded from this RFP, constitutes the entire contract between the Contractor and the County regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between Contractor and the County regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

5.2. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the County and the resulting Contractors shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5.3. Mergers/Acquisitions

5.3.1. The Contractor expressly acknowledges that it is an independent Contractor. Nothing in this RFP is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or method by which the Contractor or its subcontractors perform hereunder.

5.3.2. The services to be performed by the Contractor shall not be assigned, sublet, or transferred without prior written approval of the County.

5.3.3. Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted. Additionally, if subsequent to the award of any contract resulting from this RFP, the Contractor shall merge with or be acquired by another firm, the following documents must be submitted to the County:

5.3.4. Corporate resolutions prepared by the successful Contractor and new entity ratifying acceptance of the original contract, terms, conditions and process.

5.3.5. New Contractor's Federal Identification Number (FEIN).

5.3.6. Additional information deemed necessary by the County.

5.4. Discrepancy

Should there be a discrepancy in the responses provided by the Contractor to this RFP and the resulting contract, the terms and conditions contained in the contract and its amendments will

prevail over the RFP and its addenda, and the RFP and its addenda will prevail over the responses to the RFP.

5.5. Right to Refuse Personnel

The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.

5.6. Background and Security Investigations

Background and security investigations of the Contractor will be required as a condition of beginning and continuing work under any resulting contract. The Sheriff's Department and Probation Department will conduct background and security checks before work begins. The Contractor will be required to provide valid identifying information for its employees and/or subcontractors.

6. PREPARATION OF THE TECHNICAL PROPOSAL RESPONSE

6.1. The Technical Proposal Response (Appendix Q)

6.1.1. The Technical Proposal shall contain the following sections:

- Proposal Transmittal letter;
- Mandatory Contractor Qualifications;
- General Contractor Qualifications; and
- Technical Approach.

6.1.2. Proposals that fail to detail and address each of the requirements detailed herein may be determined to be non-responsive and rejected.

6.2. Proposal Transmittal Letter

6.2.1. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory, and failure to provide the information as required may result in the proposal being considered non-responsive and rejected.

6.2.2. The letter shall be signed by a company officer empowered to bind the proposing firm to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president or vice president, the letter shall attach evidence showing authority to bind the company.

6.2.3. The letter shall state that the proposal remains valid for at least one hundred and twenty (120) days subsequent to the Deadline for Proposals and thereafter in accordance with any resulting contract between the Contractor and the County.

6.2.4. The letter shall provide the complete legal entity name and Federal Employer Identification Number of the firm making the proposal.

6.2.5. The letter shall provide the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

6.2.6. The letter shall state whether the Contractor intends to use subcontractors - if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Contractor must obtain written approval from the County prior to the use of any subcontractors in any subsequent contract.)

6.2.7. The letter shall state whether the Contractor or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the County) and, if so, the nature of that conflict. The County reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the Proposer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the County.

6.3. **Mandatory Contractor Qualifications**

6.3.1. Proposals shall provide responses and documentation, as required, which indicate that the Contractor has met the Mandatory Contractor Qualifications requirements. Any proposal which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the proposal may be rejected.

6.3.2. Proposals shall provide the following information (referencing the subsections in sequence):

i. Written confirmation that the Contractor shall comply with all of the provisions in this RFP and any addenda.

(NOTE: If the proposal fails to provide said confirmation without exception or qualification, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.)

ii. Written certification and assurance of the Contractor's compliance with:

- The laws of the State of California;
- Title VI of the federal Civil Rights Act of 1964;
- Title IX of the federal Education Amendments Act of 1972;
- The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury as outlined in **Appendix F – Non-Collusion Affidavit**; and
- The condition that no amount shall be paid directly or indirectly to an employee or official of the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with the procurement under this RFP.

6.4. **General Contractor Qualifications and Experience**

6.4.1. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Contractor's experience in delivering services similar to those required by this RFP:

- i. A brief, descriptive statement indicating the Contractor's credentials to deliver the services sought under this RFP;
- ii. A brief description of the Contractor's background and organizational history;
- iii. Years in business; provide a statement of your annual sales for the past 3 years;
- iv. A brief statement of how long the Contractor has been performing the services required by this RFP and include highlight experience and strong national presence in the industry;
- v. Location of offices including customer service center(s) and support center(s);
- vi. A description of the Contractor organization's number of employees, longevity, client base;
- vii. Whether there have been any mergers, acquisitions, or sales of the Contractor company within the last ten (10) years (if so, an explanation providing relevant details);
- viii. Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, etc.);
- ix. A statement as to whether the Contractor or any of the Contractor's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so, an explanation providing relevant details;
- x. An organizational chart highlighting the qualification of the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP. Include a narrative describing the qualifications of your sales personnel and technicians;
- xi. A narrative description of the proposed project team, its members, and organizational structure; and
- xii. A personnel roster and resumes of key people who shall be assigned by the Contractor to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Contractor, and employment history).

6.4.2. Customer references are to be listed in **Appendix H – Customer References**. The Contractor must provide references where the Contractor provides the supplies and services comparable to the requirements in the RFP. References from other public agencies, particularly municipal governments, are preferred. The County requests that the references shall be for similar projects representing three (3) accounts currently serviced by the Contractor each reference must include:

- i. The company name and business address;

- ii. The name, title, and telephone number of the company contact;
- iii. Knowledgeable about the project work; and
- iv. A brief description of the service provided and the period of service.

6.4.3. A list, if any, of all current contractual relationships with the County and all those completed within the previous five (5) year period— the list must include:

- i. The contract number;
- ii. The contract term; and
- iii. The procuring County agency for each contract.

(NOTE: Current or prior contracts with the County are NOT a prerequisite to being awarded the maximum available points for the Contractor Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships, like those detailed pursuant to Section 6.4 – General Contractor Qualifications and Experience, shall be generally considered in awarding the Contractor Qualifications and Experience category points.)

6.4.4. Please submit any additional information that you feel is applicable to your qualifications and experience.

6.5. Technical Approach

6.5.1. The Contractor shall describe the Contractor's work plan and approach for accomplishing the request. The information provided shall be in enough detail to enable the County to ascertain the Contractor's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Contractor's technical approach to delivering the services sought under this RFP:

6.5.2. The Contractors must provide a comprehensive narrative, captioned "**Project Understanding, Qualification and Experience,**" that illustrates the Contractor's understanding of the County's requirements.

6.5.3. The Contractors must provide a comprehensive narrative, captioned "**Project Approach,**" that illustrates how the Contractor will complete the scope of services, accomplish required objectives, and meet the County's project.

6.5.4. Provide a response to the national program. Include a detailed response to Appendix P - National IPA, Attachment A, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how

Proposer will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

6.5.5. The successful Proposer will be required to sign Appendix P - National IPA, Attachment A, Exhibit B, National IPA Administration Agreement. Proposers should have any reviews required to sign the document prior to submitting a response. Proposer's response should include any proposed exceptions to the National IPA Administration Agreement.

6.5.6. Product

6.5.6.1. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Proposers shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Proposers shall identify and describe their categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

- i. Identification and description of product categories offered;
- ii. Identification and description of sub categories; and
- iii. Identification and description of manufacturers within each sub category.

6.5.6.2. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses?

6.5.6.3. How are green products identified in your catalog?

6.5.6.4. Do you offer "Private Line" products? Please describe.

6.5.6.5. Submit all information that will aid the County in evaluating your proposal.

6.5.7. Services

6.5.7.1. Provide a detailed written response illustrating services offered by the Proposer. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

Policies and programs detailing your efforts in these areas:

- i. Literature explaining your capabilities; and
- ii. Submit all information that will aid the County in evaluating your proposal.

6.5.7.2. Describe how you will roll out your program to County of Sacramento staff?

6.5.7.3. Include in your discussion training, education, meetings, information gathering, annual contract awareness event, etc.

6.5.7.4. Describe how you will develop and maintain relationships with key end users in order to convert sales to this contract, offer relevant solutions, problem solve, introduce new products or services, etc.

6.5.7.5. Describe your sales and reporting capabilities. What level of detail is available?

6.5.8. Ordering and Invoices

6.5.8.1. Describe your ordering capacity (retail locations, telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

6.5.8.2. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

6.5.8.3. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

6.5.8.4. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

6.5.8.5. Describe your process for identifying out of stock items and the options available to ordering agencies, such as: request a back ordered item, requesting a substitute item and cancelling the item from the order.

6.5.9. Delivery and Return Capabilities

6.5.9.1. Propose standard and expedited delivery schedules including the ability to accommodate large orders, multiple delivery locations, and expedited requests. Discuss delivery of in-stock items versus out-of-stock or specialty items. Provide the Proposer's process for tracking and verifying deliveries.

6.5.9.2. Indicate if packing slips will be included with each shipment, indicate the information provided on packing slips and provide a sample packing slip.

6.5.9.3. Discuss the Proposer's approach to resolve problems such as a customer ordering a wrong product, a customer receiving a defective product, etc. Include the Proposer's approach to returns and restocking charges.

6.5.9.4. Describe the Proposer's approach to recall notices. Include how Agencies are informed of the recall notice.

6.5.10. Warranty Policy

Discuss any warranties offered by the Proposer beyond honoring manufacturers' warranties.

6.5.11. Billing Capabilities

Describe Proposer's billing capabilities (per order, monthly, electronically, etc.).

6.5.12. Reporting Capabilities

Describe Proposer's reporting capabilities at the national level and Agency level. Provide sample standard reports.

6.5.13. Customer Service

Discuss the Proposer's approach to customer service. Indicate if there will be customer service individuals dedicated to the County of Sacramento/National IPA Contract.

6.5.14. Special Programs:

Describe special programs and services available that will improve customers' access to products and ability to stay current with changes and improvements. Include recycling programs, web-based programs offered, inventory management programs, on-site management programs, etc.

6.5.15. Other

6.5.15.1. Describe any government rebate or government incentive programs applicable.

6.5.15.2. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

6.5.15.3. The Contractors must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Contractor will manage the project, ensure completion of the scope of services, and accomplish required objectives within the County's project.

7. BASIS OF AWARD

This proposal award will be determined by factors other than price alone. The County's sole purpose in the evaluation process is to determine from among the Responses received, which one is best suited to meet the County's needs. Any final analysis or weighted point score does not imply that one proposal is superior to another, but simply that in our judgment the proposal(s) we select offer(s) the best overall solution for our current and anticipated needs. The County reserves the right to make modifications to any scoring and/or weight structure prior to the evaluation of responses. The responses will remain sealed during the proposal evaluation period, and will be made available for public inspection upon notice of proposal award.

Note: All specifications, terms and conditions of this request will apply to any resulting order.

7.1. Proposal Evaluation

7.1.1. Evaluation Procedures

7.1.1.1. Proposals will be evaluated by an Evaluation Committee comprised of one or more County departments and stakeholders. The Evaluation Committee will consider the completeness of a proposal and how well the proposal meets the needs of the County. In evaluating the proposals, the Evaluation Committee will be using a criteria evaluation process. Evaluations will be based on criteria as outlined in **Section 7.1.2 - Evaluation Factors**. All proposals will be evaluated using the same criteria.

7.1.1.2. The sole purpose in the evaluation process is to determine, from among the Responses received, which one is best suited to meet the County's needs. Any final analysis or weighted score does not imply that one Contractor is superior to another, but simply that, in the Evaluation Committee's judgment, the selected Contractor appears to offer the best overall solution for the County's current and anticipated needs.

7.1.1.3. The Contractor may modify its proposal by submitting a letter to the County at any time prior to the Deadline for Responses included in the Schedule of Events included in **Section 3.1, Table 1 - Schedule of Events**. The County may use a Best and Final Offer option. This allows all the Contractors with potentially acceptable proposals the opportunity to supplement their original proposal. All the Contractors with potentially acceptable proposals will be contacted in writing by the County requesting the submission of the Contractor's Best and Final Offer ("BAFO"). The BAFO must include all discussed and negotiated changes.

7.1.1.4. The County may require the Contractors who receive top rankings during the initial evaluation phase to conduct an on-site interview or oral presentation of their proposal on the date specified in **Section 3.1, Table 1 - Schedule of Events**. The County will provide a required agenda, for those Contractors, specifying the items to be covered during the Contractor's presentation.

7.1.2. Evaluation Factors

The County will evaluate all proposals submitted. The evaluation factors reflect the totality of considerations represented in the requested proposal responses. While cost is important, other factors are also significant and the County may not select the lowest cost proposal. Further, the Contractor with the highest commission offer is not guaranteed the award of the RFP. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget. Evaluations will be based on the criteria listed below.

7.1.3. Evaluation Matrix

Evaluation Criteria – RFP (Phase One)	Points Available
Work Plan: Products, Services, Ordering and Invoices, Compliance with RFP Requirements and Evaluation of Exceptions Taken	0-25
Price Proposal:	0-50
Qualifications and Experience	0-25
Total Points Available Per Contractor	100
Evaluation Criteria – Interviews (Phase Two)	Points Available
Oral Interview (Agenda)	0-50
Best and Final Offer	0-50
Total Points Available Per Contractor	100

7.2. Competitive Negotiation of Proposals

- 7.2.1. The Contractor is advised that under the provisions of this RFP, the County reserves the right to conduct negotiations of the proposals received and the County reserves the right to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 7.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation in Phase One. Only scores in Phase Two are considered for proposal(s) award.
- 7.2.3. Terms, conditions, prices, methodology, or other features of the Contractor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Contractor may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

7.2.4. The requirements listed in this RFP are not negotiable and will remain unchanged unless the County determines that a change in such requirements is in the best interest of the County.

7.3. **Final Selection**

The Evaluation Committee will formulate its recommendation for award of the Contract, and forward its selection to the appropriate parties for approval.

7.4. **Contract Award and Execution**

7.4.1. The County reserves the right to enter into a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposing Contractor can offer.

7.4.2. The County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the Contractor nor obligates the County in any manner. The County reserves the right to award no contract and to solicit additional offers at a later date.

7.4.3. Each Contractor, by submitting a proposal, agrees that if the County accepts its proposal, such Contractor will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. The Contractor proposals that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. The Contractors may be disqualified and the proposal may be rejected by the County for any of, but not limited to, the following reasons:

- i. Failure to properly complete the proposal;
- ii. Evidence of collusion among the Contractors submitting the proposals;
- iii. Failure to comply with the specification requirements.

7.4.4. The RFP document and the successful Contractor's proposal response, as amended by agreement between the County and the successful Contractor, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the County may verify the successful Contractor's representations that appear in the proposal. Failure of the successful Contractor to perform as represented may result in elimination of the successful Contractor from competition or in contract cancellation or termination.

7.4.5. The County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of commissions offered and other evaluation factors set forth in the RFP. The successful Contractor will be expected to enter into a contract with the County. If the successful Contractor fails to sign a contract within fifteen (15) business days following the delivery of the contract documents, the County may elect to negotiate a contract with the next-highest ranked Contractor.

- 7.4.6. The County shall not be bound, or in any way obligated, until both parties have executed a contract. The proposing Contractor may not incur any chargeable costs prior to final contract execution.
- 7.4.7. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.
- 7.4.8. The supplies and services are to be provided in compliance with all applicable state and federal standards relating to the correctional facilities market.
- 7.4.9. The County reserves the right to request additional written and/or oral information from responders at any time before contract award, in order to obtain clarification of their responses.

7.5. Protest of Award

Any objection to the County's final decision will be handled according to applicable state and local procurement laws.

8. FINAL ACCEPTANCE

Equipment/Supplies/Services

The County of Sacramento will agree to final acceptance only after the supplied equipment, product or service is tested and is found to perform within acceptable standards of operation, is in compliance with all published and implied performance standards, and is considered by the County to be ready for practical application.

**APPENDIX A – COUNTY OF SACRAMENTO
PURCHASE ORDER/CONTRACT
GENERAL CONDITIONS**

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the contractor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the contractor.
5. **HOLD HARMLESS:** The contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
6. **DEFAULT BY CONTRACTOR:** In case of default by contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote 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) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the contractor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, contractor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.
New Contractor shall certify that each of the following statements is true:
(a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees;
(b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance; and
NOTE: Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.
20. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.

APPENDIX B
COUNTY OF SACRAMENTO
ADDITIONAL TERMS AND CONDITIONS

Bidder Responsibility: You are expected to be thoroughly familiar with all specifications and requirements of this bid. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this bid. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this bid unless you have specifically, by section number, raised objection.

Awards:

- A. The County of Sacramento reserves the right to:
 - 1) award responses received on the basis of individual items, or groups of items, or on the entire list of items;
 - 2) reject any or all responses, or any part thereof;
 - 3) waive any informality in the responses; and
 - 4) accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.
- B. Preference for Sacramento County Products. In purchases by the County of Sacramento, price and quality being equal, preference must be given to Sacramento County products (Charter of the County of Sacramento, sec. 83); also, ". . . preference must be given to the lowest responsible local bidder offering to supply such items for purchase which are raised, grown, manufactured, fabricated, processed or assembled in Sacramento County . . ." (Sacramento County Code, sec. 2.56.060).
- C. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

Taxes:

- A. Include any sales, use, or federal excise taxes in your response as separate line item(s).
- B. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.
- C. Items purchased for resale will show the County's resale permit number on the purchase order.
- D. Exemption certificates will be furnished when federal excise tax is exempted.

Brand Names: Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal is final and conclusive. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.

Samples: Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

Indemnification: The contractor shall indemnify, defend and hold harmless the County, its officers, agents, employees, and representatives, from and against any and all claims, losses, liabilities, or damages, demands and action including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent or willful act or omission of the contractor, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the contractor, regardless of whether caused in part by a party indemnified hereunder.

Termination:

- A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If any resulting agreement is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

- E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

Public Agency Participation: It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation. The County of Sacramento shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation.

Out of State Vendors Providing Services to the County of Sacramento: Recent state legislation requires the County to withhold seven percent (7%) of all income paid to certain independent contractors who do not reside in California. (Rev. & Tax. Code §18662; Cal.Admin. Code §§18662-1-18662-14.) This provision does not apply if the total amount paid for services in a given year is less than \$1,500. It also does not apply if the contractor is: a) a corporation with a principal place of business in California; b) a partnership with a permanent place of business in California; c) a corporation qualified through the Secretary of State to do business in California; or d) an individual with a permanent residence in the State of California.

FTB Waiver -The contractor can apply to the FTB for a waiver from this withholding requirement. An FTB waiver will generally be granted when the nonresident contractor has a current history of filing California tax returns and/or is currently making estimated tax payments to the FTB. An FTB waiver request is made on FTB Form 588, which can be faxed to the FTB at (916) 845-4831.

Late Payments: Should the county be late in making payments against invoices submitted correctly and timely, any interested levied by the vendor for payments shall be limited by the Section 926.10 of the California Government Code.

**APPENDIX C
COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing DCSS-BidderCompliance@SacCounty.net.

FIRM NAME

CONTRACTOR SIGNATURE

DATE

Printed Name

Contract Language:

CHILD SUPPORT COMPLIANCE CERTIFICATION:

- a) **CONTRACTOR shall comply with all applicable state, federal and local laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code and Chapter 2.160 of the Sacramento County Code. CONTRACTOR shall comply with all earnings assignment orders with respect to its employees and shall provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department;**

- b) **Failure to comply with state and federal reporting requirements regarding CONTRACTOR'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment shall constitute a default under this Agreement. Failure to cure each default within 90 days of notice by the County shall be ground for termination of the contract.**

- c) **If contractor has a principal owner; contractor shall provide principal owner information to the county upon request. Principal owner is defined for purposes of this agreement as a person who owns an interest of 25% or more in the contractor. Information required may include the principal owner's name, address, and social security number. Failure to provide requested information about a principal owner within 60 days of request shall be deemed a material breach of this contract and may be grounds for termination.**

APPENDIX D

SACRAMENTO COUNTY ENVIRONMENTAL PURCHASING POLICY

Policies

- All County of Sacramento personnel will specify recycled and environmentally preferable products whenever practical.
- The County shall solicit the use of recycled and other environmentally preferred products in its procurement documents as appropriate.
- All County Agencies/Departments/Divisions shall practice waste prevention whenever practical.

Best Practices

A. Procurement Practices

In cooperation with their customers, all County Agencies/Departments/Divisions shall evaluate, at least, the following environmentally preferable product categories and purchase them whenever practical.

- Printing and Writing Papers, including all imprinted letterhead paper, envelopes, copy paper and business cards. When practical, these shall contain a minimum of 30% post-consumer recycled content.
- Paper Products, including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders and other products comprised largely of paper.
- Remanufactured laser printer toner cartridges and remanufactured or refillable ink-jet cartridges.
- Re-refined antifreeze, including on-site antifreeze recycling.
- Re-refined lubricating and hydraulic oils.
- Recycled plastic outdoor-wood substitutes, including plastic lumber, benches, fencing, signs and posts.
- Recycled content construction, building and maintenance products, including plastic lumber, carpet, tiles and insulation.
- Re-crushed cement concrete aggregate and asphalt.
- Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products.
- Re-treaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.
- Compost, mulch, and other organics including recycled biosolid products.
- Re-manufactured paint.
- Other products that may be designated by General Services.

APPENDIX F
Non-Collusion Affidavit

I state that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed below in the exceptions field (accept with exceptions).
2. That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and that they will not be disclosed before proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal/bid or other form of complementary proposal.
4. The proposal by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. My firm, its affiliates, subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last five years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
6. No current or previous employee of the County of Sacramento (employed by County of Sacramento within the last calendar year) has been involved or is currently involved in any manner, directly or indirectly, with bidder's response or considerations in responding to this request.

I understand and my firm understands and acknowledges that the above representations are material and important, and will be relied upon by the County of Sacramento in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Sacramento of the true facts relating to the submission of proposals/bids for this contract. Any violation of this certification shall render bidder's response invalid. In such a case, bidder's response will be immediately disqualified.

Signature

Date

Printed Name

Position Title

Company Name

**APPENDIX H
CUSTOMER REFERENCES**

Your firm name: _____

Company Name	
Address	
Contact Person/Title	
Phone Number	
Email Address	
Service Provided	

Company Name	
Address	
Contact Person/Title	
Phone Number	
Email Address	
Service Provided	

Company Name	
Address	
Contact Person/Title	
Phone Number	
Email Address	
Service Provided	

Company Name	
Address	
Contact Person/Title	
Phone Number	
Email Address	
Service Provided	

APPENDIX I

County of Sacramento Pricing Workbook - Instructions

1. Using the tabs Ntl Pricing Structure and Ntl Pricing Misc, provide a national pricing structure.
2. Based on the national pricing structure provided on the *Ntl Pricing Structure* and *Ntl Pricing Misc* tabs, apply the structure relevant to the County of Sacramento's specific line items on the *SacCty-Clothing*, *SacCty-Sports Bra*, *SacCty-Footwear*, *SacCty-Bedding&Linen* tabs.
3. Estimated Annual Required Quantity: Quantities as shown are estimates ONLY. The County does not guarantee to purchase a minimum quantity or to purchase any remaining stock that the vendor may have acquired in support of the contract.
4. This Pricing Workbook has seven (7) tabs (worksheets) including this Instruction. **OPEN / READ EACH WORKSHEET AND ENTER YOUR PROPOSAL.**

APPENDIX I

County of Sacramento Pricing Workbook - Group 1 Clothing

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount as indicated on Ntl Pricing Structure tab	Other Applicable Discounts as indicated on Ntl Pricing Misc. tab	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
Stenciled Orange Shirt in Sizes								
Medium	190	Each						
Large	550	Each						
XL	750	Each						
2XL	778	Each						
3XL	685	Each						
4XL	480	Each						
5XL	305	Each						
6XL	330	Each						
Stenciled Orange and White Striped Shirt in Sizes								
Medium	135	Each						
Large	105	Each						
XL	50	Each						

APPENDIX I

County of Sacramento Pricing Workbook - Group 1 Clothing

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount as indicated on Nil Pricing Structure tab	Other Applicable Discounts as indicated on Nil Pricing Misc. tab	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
2XL	25	Each						
3XL	25	Each						
4XL	15	Each						
Stenciled Orange Unisex Pants in Sizes								
Small - XL	5,740	Pair						
2XL	1,530	Pair						
3XL	895	Pair						
4XL	320	Pair						
5XL	90	Pair						
Stenciled Navy Blue Unisex Pants in Sizes								
Small - XL	2,700	Pair						
2XL	185	Pair						
3XL	110	Pair						

APPENDIX I

County of Sacramento Pricing Workbook - Group 1 Clothing

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount as indicated on Ntl Pricing Structure tab	Other Applicable Discounts as indicated on Ntl Pricing Misc. tab	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
4XL - 5XL	108	Pair						
Non-Stenciled Navy Blue Unisex Pants in Sizes								
Extra Small - XL	2,504	Pair						
2XL	120	Pair						
3XL	36	Pair						
4XL	24	Pair						
Stenciled Unisex White Kitted Short-Sleeve Polo Shirt in Sizes								
Small - XL	5	Each						
2XL	5	Each						
3XL	5	Each						
4XL	5	Each						
Non-Stenciled Unisex White Kitted Short-Sleeve Polo Shirt in Sizes								
Small - XL	540	Each						

APPENDIX I

County of Sacramento Pricing Workbook - Group 1 Clothing

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount as indicated on Nil Pricing Structure tab	Other Applicable Discounts as indicated on Nil Pricing Misc. tab	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
2XL	60	Each						
3XL	5	Each						
4XL	5	Each						
Stenciled White Thermal Shirt in Sizes								
XL	5	Each						
2XL	3,000	Each						
3XL	5	Each						
4XL	3,200	Each						
Non-Stenciled White Thermal Shirt in Sizes								
XL	5	Each						
2XL	5	Each						
3XL	5	Each						
4XL	5	Each						

APPENDIX I

County of Sacramento Pricing Workbook - Group 1 Clothing

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount <i>as indicated on Nil Pricing Structure tab</i>	Other Applicable Discounts <i>as indicated on Nil Pricing Misc. tab</i>	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
White Tube Sock	500	Dozen						
White Ankle Sock	8,260	Dozen						
Basic White Men's Briefs								
Small	140	Dozen						
Medium	750	Dozen						
Large	1,030	Dozen						
XL	960	Dozen						
2XL	580	Dozen						
3XL	315	Dozen						
4XL	185	Dozen						
5XL	155	Dozen						
6XL	75	Dozen						
White / Off White Women's Panties in Sizes								

APPENDIX I

County of Sacramento Pricing Workbook - Group 1 Clothing

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount as indicated on Nil Pricing Structure tab	Other Applicable Discounts as indicated on Nil Pricing Misc. tab	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
5	997	Dozen						
6	269	Dozen						
7	1,289	Dozen						
8	222	Dozen						
9	760	Dozen						
10	112	Dozen						
11	355	Dozen						
12	55	Dozen						
13	125	Dozen						
Assorted Print (No Solid Colors) Women's Mumu in Sizes								
Medium	160	Each						
Large	80	Each						
XL	100	Each						

APPENDIX I

County of Sacramento Pricing Workbook - Group 1 Clothing

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount as indicated on Nil Pricing Structure tab	Other Applicable Discounts as indicated on Nil Pricing Misc. tab	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
2XL	100	Each						
3XL	100	Each						
4XL	5	Each						
Stenciled White Men's Tee Shirt in Sizes								
Small	5	Dozen						
Medium	5	Dozen						
Large	90	Dozen						
XL	1,030	Dozen						
2XL	635	Dozen						
3XL	380	Dozen						
4XL	75	Dozen						
5XL	185	Dozen						
6XL	30	Dozen						

APPENDIX I

County of Sacramento Pricing Workbook - Group 1 Clothing

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount as indicated on Nil Pricing Structure tab	Other Applicable Discounts as indicated on Nil Pricing Misc. tab	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
Non-Stenciled White Men's Tee Shirt in Sizes								
Small	72	Dozen						
Medium	180	Dozen						
Large	180	Dozen						
XL	180	Dozen						
2XL	180	Dozen						
3XL	26	Dozen						
4XL	5	Dozen						
5XL	5	Dozen						
6XL	5	Dozen						
Non-Stenciled Navy or Dark Colors Paper Jumpsuit in Sizes								
3XL (Size Fits All)	6,400	Each						
Non-Stenciled Ash Sweatshirts								

APPENDIX I

County of Sacramento Pricing Workbook - Group 1 Clothing

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount as indicated on Nil Pricing Structure tab	Other Applicable Discounts as indicated on Nil Pricing Misc. tab	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
Small	180	Each						
Medium	288	Each						
Large	288	Each						
XL	1,008	Each						
2XL	504	Each						
3XL	144	Each						
4XL	60	Each						
5XL	24	Each						
Non-Stenciled Navy Shorts								
Small	330	Pair						
Medium	400	Pair						
Large	480	Pair						
XL	480	Pair						

APPENDIX I

County of Sacramento Pricing Workbook - Group 1 Clothing

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount as indicated on Ntl Pricing Structure tab	Other Applicable Discounts as indicated on Ntl Pricing Misc. tab	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
2XL	40	Pair						
3XL	20	Pair						
4XL	5	Pair						
5XL	5	Pair						
Group 1 Clothing - Delivery Time (Number of calendar days following receipt of the order)				Group 1 Clothing - Grand Total				

Firm Name

Printed Name of Authorized Signer

Authorized Signature

APPENDIX I

County of Sacramento Pricing Workbook - Group 2 Sports Bra

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount <i>as indicated on Ntl Pricing Structure tab</i>	Other Applicable Discounts <i>as indicated on Ntl Pricing Misc. tab</i>	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
White Women's Sports Bra with Sizes								
32	2,412	Each						
34	7,468	Each						
36	6,128	Each						
38	5,156	Each						
40	4,196	Each						
42	1,582	Each						
44	1,388	Each						
46	956	Each						
48	424	Each						
50	105	Each						
52	105	Each						
54	5	Each						

APPENDIX I

County of Sacramento Pricing Workbook - Group 2 Sports Bra

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount <i>as indicated on Nil Pricing Structure tab</i>	Other Applicable Discounts <i>as indicated on Nil Pricing Misc. tab</i>	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
Group 2 Sports Bra - Delivery Time (Number of calendar days following receipt of the order)				Group 2 Sports Bra - Grand Total				

Firm Name

Printed Name of Authorized Signer

Authorized Signature

APPENDIX I

County of Sacramento Pricing Workbook - Group 3 Footware

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount as indicated on Nil Pricing Structure tab	Other Applicable Discounts as indicated on Nil Pricing Misc. tab	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
Men's Deck Shoes, Gum-Soled	5	Pair						
Men's Deck Shoes, High Quality W/Toe Cap	11,000	Pair						
Women's Deck Shoes, Gum-Soled	5	Pair						
Work Boots with Laces	5	Pair						
Work Boots with Velcro Closure Straps	5	Pair						
V-Strap Thongs	2,352	Pair						
Disposable Foam Slippers	5	Pair						
Slip-On Work Boots	5	Pair						
For Eva (Ethyl Vinyl Acetate) Slip-On Shoes	4,500	Pair						
Canvas Deck Shoe, Navy Sizes (4-16)	11,820	Pair						
Slip-On PVC Sandal, Tan Sizes (6-16)	2,148	Pair						
Group 3 Footware - Delivery Time (Number of calendar days following receipt of the order)				Group 3 Footware - Grand Total				

APPENDIX I

County of Sacramento Pricing Workbook - Group 3 Footware

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount as indicated on Nil Pricing Structure tab	Other Applicable Discounts as indicated on Nil Pricing Misc. tab	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
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Firm Name

Printed Name of Authorized Signer

Authorized Signature

APPENDIX I

County of Sacramento Pricing Workbook - Group 4 Bedding and Linen

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount <i>as indicated on Nil Pricing Structure tab</i>	Other Applicable Discounts <i>as indicated on Nil Pricing Misc. tab</i>	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
Bath Towels for Mail Jail and RCCC	4,000	Dozen						
Bath Towel for Probation and RCCC	1,070	Dozen						
Bar Towel for Probation	240	Dozen						
Blanket	4,450	Each						
Mattress	1,650	Each						
Mattress for Probation	80	Each						
Mattress Cover	2,900	Each						
Cloth Arpon	5,400	Each						
Stenciled Isolation/Suicide Cell Smock	10	Each						
Non-Stenciled Isolation/Suicide Cell Smock	100	Each						
Stenciled Isolation/Suicide Cell Blanket	10	Each						
Non-Stenciled Isolation/Suicide Cell Blanket	95	Each						

APPENDIX I

County of Sacramento Pricing Workbook - Group 4 Bedding and Linen

Pricing provided on National Pricing sheets must be used to determine pricing provided for County of Sacramento items and will be verified.

Item Description	Estimated Annual Required Quantity	U/M	Vendor ID/Catalog Number	Vendor Catalog Unit Cost	Proposed Discount <i>as indicated on Ntl Pricing Structure tab</i>	Other Applicable Discounts <i>as indicated on Ntl Pricing Misc. tab</i>	Proposed Net Unit Cost for County of Sacramento	Proposed Net Extended Cost for County of Sacramento
Group 4 Bedding and Linen - Delivery Time (Number of calendar days following receipt of the order)				Group 4 Bedding and Linen - Grand Total				

_____ Firm Name

_____ Printed Name of Authorized Signer

_____ Authorized Signature

APPENDIX I

National Pricing Structure

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. In lieu of a percentage discount off structure, Proposers may propose a National Core List.

Category Description	Proposed Discount
Bedding	
Bedspreads	
Blankets	
Mattress Covers	
Mattresses	
Pillows	
Pillowcases	
Sheets	
Other Subcategories:	
Mattresses	
Stack Bunks	
Institutional Mattress	
Suicide Safety Bedroll	
Other Subcategories:	
Linens	
Shower Curtains	
Other Subcategories:	
Towels: Wash and Bath Towels	

APPENDIX I

National Pricing Structure

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. In lieu of a percentage discount off structure, Proposers may propose a National Core List.

Category Description	Proposed Discount
Economy Grade White 100% Cotton	
Economy Grade White Poly/Cotton Blend	
Other Subcategories & Colors:	
Clothing, Underwear and Socks	
Uniforms & Jumpsuits	
Work Clothes	
Outerwear	
Activewear	
Transport Clothing	
Men's Inmate Underwear & Socks	
Women's Inmate Underwear & Socks	
Socks & Slipper Socks	
Release Clothing	
Other Subcategories:	
Footwear	
Sandals, Shower Shoes & Flip-Flops	
Shoes, Oxfords & Boots	
Slippers, Step-Ins & Pullovers	
Tennis Shoes	

APPENDIX I

National Pricing Structure

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. In lieu of a percentage discount off structure, Proposers may propose a National Core List.

Category Description	Proposed Discount
Shoe Accessories	
Other Subcategories:	
Furnishings: Bathroom and Furniture	
Seating Solutions	
Table Solutions	
Visitation Stations	
Mold Seating	
Mirrors	
Other Subcategories:	
Laundry and Laundry Bags	
Laundry Cart	
Laundry Utility Trucks	
Laundry Hampers	
Laundry Baskets	
Kangaroo Cart	
Property Bags	
Laundry Net or Mesh Bags	
Mesh Storage Bag	
Strong Box	

APPENDIX I

National Pricing Structure

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. In lieu of a percentage discount off structure, Proposers may propose a National Core List.

Category Description	Proposed Discount
Hanging Locker	
In-Cell Organizer (Clear & Mesh)	
Evidence Storage Bag	
Other Subcategories:	
Hygiene and Personal Care	
Combs & Hairbrushes	
Shampoo & Body Bath	
Liquid Soap & Body Lotion	
Bar Soap	
Feminine Hygiene	
Toothpaste & Mouthwash	
Disposable Razors & Shaving Cream	
Other Subcategories:	
Medical Supplies	
Masks & Scrubs	
Over-the-Counter Drugs	
Pain Relieving Lotions & Creams	
Equipment: Sharp Containers, Spill Kits & Misc.	
Infection Control Supplies	

APPENDIX I

National Pricing Structure

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. In lieu of a percentage discount off structure, Proposers may propose a National Core List.

Category Description	Proposed Discount
Other Subcategories:	
Examination Gloves	
Nitrile Gloves	
Latex Gloves	
Powdered Nitrile Gloves	
Powdered Latex Gloves	
Other Subcategories:	
Recreation	
Recreation & Games: Books, Puzzles, Cards Sports & Games	
Batteries	
Electronics: Radios, DVD Player & Misc.	
Exercise Equipment: Trainers & Benches	
Media: Internet, Music & Movies	
Office Supplies: Security Pens, Pencils, Sketch Pads & Paper	
Other Subcategories:	
Additional Categories:	
Commissary:	
Drug Testing Kits:	

APPENDIX I

National Pricing Structure

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. In lieu of a percentage discount off structure, Proposers may propose a National Core List.

Category Description	Proposed Discount
Patient Restraints & Suicide Prevention Services:	
Other categories and their subcategories:	

Firm Name

Printed Name
of Authorized Signer

Authorized Signature

APPENDIX I
National Pricing - Miscellaneous

National Pricing Terms:

1. Sales Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.

2. Prices: Prices shall be firm and include all charges for delivery, inside delivery, freight and pallets as necessary. No fuel or surcharges are accepted. Firm prices/discounts shall include all charges that may be incurred in fulfilling requirement(s) throughout the term of the contract following contract award. Where applicable, pricing shall be determined by applying Proposers discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

3. FOB Destination Freight Prepaid: Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The County designee (by location) will assist the Contractor in arranging for inspection.

National Pricing Proposal:

The intent of the awarded contract is to make the Successful Offeror's complete catalog of inmate products and services available to agencies nationwide.

1. Describe the Proposer's complete product and service offering.

2. Describe how pricing for products and services listed above but not listed in the Pricing Workbook will be priced.

APPENDIX I

National Pricing - Miscellaneous

3. National Core List – In lieu of providing category discounts, Proposers have the ability to offer a national core list with specific line item pricing. A National Core List provides for the deepest discounts on a variety of products to agencies nationwide. Products in this list should represent the largest annual sales in terms of dollars and/or highest volume in terms of quantity. Pricing on the National Core List shall be provided to all Participating Agencies.

If Proposer proposes using a National Core List, provide a separate Pricing Sheet that identifies the product, manufacturer, unit of measure and unit price.

- How many items are being proposed?
- How often does the Proposer propose to update this list?
- Are there certain products that should be updated more frequently than others?

4. Customized Core List by Agency - In addition to a National Core List and a Discount off List by Category pricing structure, Proposers may provide customized core lists to agencies.

- Describe Proposer's ability to provide customized core lists to agencies.
- The number of items Proposer proposes to provide on a customized core list?
- How often does the Proposer propose to update customized core lists?
- Describe any agency size or volume limitation.

5. Provide details of proposed additional discounts or rebates for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

APPENDIX I
National Pricing - Miscellaneous

6. The County's expectation is that the proposed pricing shall include delivery to locations indicated in Sacramento County and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

7. Provide your requested payment terms.

8. Ordering Methods and Payment Methods

Provide information on any ordering methods - such as electronic ordering or payment via P-Card, or EFT or other criteria which entitle the using agency to additional discounts off on the core lists. If so, please provide the percentage discount.

9. Indicate if payment will be accepted via Credit Card. This payment term shall apply to all purchases and to all payment methods.

10. Will a third party be processing the commercial credit card payment(s)? Yes No

10a. If "yes", indicate the flat fee per transaction \$ _____ (As allowable, Visa Operating Regulations)

10b. If "no", to above, will consideration be given to accept the card? Yes No

APPENDIX I
National Pricing - Miscellaneous

11. One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of products, solutions and services) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

12. Does Proposer offer an expedited process for emergency orders? Explain the process and any additional fees that may be incurred.

Firm Name

Printed Name of Authorized Signer

Authc

APPENDIX N

IRAN CONTRACTING ACT DISCLOSURE FORM

(California Public Contract Code, sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a County of Sacramento contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please provide your vendor or financial institution name and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

1 INMATE AND DETENTION SUPPLIES, SOLUTIONS AND SERVICES DETAILED REQUIREMENTS

Although this section reflects the needs and requirements of the County of Sacramento, National IPA Participating Agencies may have different requirements. The awarded Proposer will have the ability to offer their comprehensive catalog of supplies, solutions and services nationally.

1.1 Detailed Requirements

- 1.1.1 **Prices:** Prices shall be firm and include all charges for delivery, inside delivery, freight and pallets as necessary. No fuel or surcharges are accepted. Firm prices/discounts shall include all charges that may be incurred in fulfilling requirement(s) throughout the term of the contract following contract award. Where applicable, pricing shall be determined by applying Proposers discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
- 1.1.2 **FOB Destination Freight Prepaid:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The County designee (by location) will assist the Contractor in arranging for inspection.
- 1.1.3 **Price Adjustment:** The County anticipates prices and category discounts will remain consistent throughout the term of the contract. Fully documented requests for price adjustment may be made at the end of the contract term. Price adjustments may be a consideration in the continuance and/or renewal of the contract. The County will determine whether the requested price adjustment or an alternate option, is in the best interest of the County.
- 1.1.4 **Delivery Time:** Time of delivery must be stated as the number of calendar days following receipt of the order by the Proposer to receipt of the goods or services by the County.
- 1.1.5 **Quality:** All items including, clothing, towels, aprons, smocks and blankets must endure institutional washings and dryings. All stenciling on garments is to be heat-cured screen printing ink able to withstand high temperature institutional washings and dryings.
- 1.1.6 **Product Warranty:** Indicate product warranty. All products supplied shall be warranted against defects in workmanship or materials for their intended use. The vendor shall cover the cost of labor and materials to replace any defective product.
- 1.1.7 **Case Quantities:** Proposer shall indicate the full case quantity for applicable line items in the Pricing Sheet, so the County may order line items by their full case quantities. The County defines Case Quantity as the full case quantity indicated on the outside of the box by the manufacturer.

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

- 1.1.8 **Sizes:** All sizing must be American. Sizes offered shall meet Federal Commercial Standards. Please note size ranges shown in the specifications. If there is an up-charge for larger sizes, your proposal must so stipulate or you will be expected to deliver any size ordered at the prices proposed.
- 1.1.9 **Irregulars:** Proposals on seconds and irregulars will be considered. Irregularities in sizes are not acceptable. Information describing the type of irregularity which may be expected must be provided with the proposal.
- 1.1.10 **Safety Requirements:** All services and merchandise must comply with current California State Division of Industrial Safety orders and O.S.H.A.
- 1.1.11 **SDS:** Contractor shall submit applicable SDS sheets to ordering agencies for all chemicals delivered.
- 1.1.12 **Samples:** Except as noted otherwise in Appendix E, three (3) samples of all items you propose to furnish MUST be submitted upon request, including stenciled items if applicable. No samples will be returned. Proposer will not be reimbursed for any samples, including shipping costs. Samples of items proposed will be retained for comparison with shipments, if a contract is awarded to the Proposer. Samples shall be securely labeled with name of Proposer, item description, and items proposed price. Samples MUST be of the same brand, style and quality as items proposed.
- 1.1.12.1 All samples must be in the following sizes:
- a. XL for all clothing items (including stencil)
 - b. Size 7 for women's panties
 - c. Size 36 for sports bra
 - d. Large or Size 7 Female for all footwear
 - e. 2 each for linen
 - f. Mattress can be partials
- 1.1.12.2 Samples that are drop shipped from third party sources MUST INCLUDE:
- a. Proposer's Name
 - b. RFP number (RFP #8259)
 - c. RFP Item Description
 - d. Positive ID as to what product in the specifications the sample represents.
- 1.1.12.3 Samples that the County is unable to quickly identify will be discarded, and considered non-responsive.
- 1.1.12.4 **Samples Delivery:**
Sheriff - Rio Cosumnes Correctional Center
12500 Bruceville Road
Elk Grove, CA 95757
Attention: Duco Van Aalst
Phone: 916-874-1985

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Receiving Hours: 0730 am to 0200 pm

- 1.1.13 **Delivery Requirements:** Products shall be ordered and delivered on an “as needed” basis by means of a Contract Shipping Order (CSO) issued against the basic contract number. Orders not received within 60 days may be cancelled.

Delivery of more than 10 cases should be delivered on shrink wrapped pallets. Delivery of palletized product that requires forklift off of delivery truck will require a scheduled appointment. Vendor must make an appointment at least 24 hours in advance for all deliveries to the County. Deliveries will only be scheduled Monday – Friday between 7:30 am to 2:00 pm. The County will NOT be responsible for hours or days of hold over for freight trucks, or any docking, overnight storage, reloading charges or any other miscellaneous charges related to failure to be able to deliver because the vendor did not make the required appointment. Un-palletized shipments must be off-loaded by the delivering carrier.

Each Participating Public Agency will establish its own delivery schedule based upon its own requirements and the Supplier’s specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the Participating Public Agency. Participating Public Agencies may, at their own option and convenience, cure late, partial, or missing deliveries in any manner allowed to them by their terms and conditions that best resolves the shortage. The Supplier (s) is liable for all reasonable costs incurred by a Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

Supplier(s) shall comply with all regulations established by the US Department of Transportation, as well as any state or local requirements.

- 1.1.14 **Delivery Locations and Time:** Participating agencies reserve the right to add or delete delivery locations as required by its operations. No additional delivery charges will be allowed unless included in the Proposers Pricing Workbook. Delivery Time stated on Appendix K will be the contract delivery time after receipt of purchase order in calendar days.

County of Sacramento:
Sheriff - Rio Cosumnes Correctional Center
12500 Bruceville Road
Elk Grove, CA 95757
Attention: Duco Van Aalst
Phone: 916-874-1985
Mail Code: 42-500

Probation Department – Youth Detention Facility
9601 Kiefer Blvd.
Sacramento, CA 95827
Attention: Darell Ross
Phone: 916-875-5090
Mail Code: 75-001

Sheriff - Main Jail

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

651 I Street
Sacramento, CA 95814
Attention: Ian Kernot
Phone: 916-874-6038
Mail Code: 05-001

- 1.1.15 **Industry Standards:** Products furnished shall be new. Additionally, all products furnished shall conform to Federal and industry standards applicable to the product (i.e., set by ANSI, ASA, ASME, ASTM, MS SAE, etc.). Similarly, all products shall be furnished in the manufacturer's original packaging or bear the manufacturer's identification or trademark, as required by law.
- 1.1.16 **Current Products:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 1.1.17 **Defective Product:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the County within seven (7) days of initial notification.
- 1.1.18 **Product Groups:** Inmate Clothing, Sport Bras, Footwear, Bedding & Linen

1.2 Product Specifications

1.2.1 Product Group 1: Inmate Clothing:

Specifications for Orange Shirt:

1. V-Neck, slip-on, Raglan short sleeve, no buttons, or pockets.
2. All seams three-needle felled for maximum strength and durability.
3. Sleeve and bottom hems double folded and lock-stitched.
4. Reinforcing bar tacks to be placed at all stress points.
5. Bias to be cleanly finished with no raw edges exposed.
6. Labels to be woven polyester color coded by size with a minimum label size of 2.5" x 1.25".
7. Fabric to be 7.5 oz. twill 65% polyester/35% cotton, first quality fabric only. No irregular, no run mill.
8. Thread to be high quality, heavy-duty, cotton-wrapped polyester, and same color as fabric.
9. All three-needle seams shall be cleanly finished and have no raw or frayed edges.
10. Color - Orange - matching orange unisex work pants.
11. Stencil ink - Black.
12. Stencil on back of shirt:
13. Wording for RCCC - "R C C C" in 3 inch letters.
14. Wording for Main Jail - "SAC CO" in 2 inch letters on first line; "PRISONER" in 3 inch letters on second line.

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

Specifications for Orange and White Striped Shirt:

1. V-Neck slip-on, Raglan short sleeve, no buttons, or pockets.
2. All seams three-needle felled for maximum strength and durability.
3. Sleeve and bottom hems double folded and lock-stitched with two bar tacks at neck.
4. Reinforcing bar tacks to be placed at all stress points.
5. Bias to be cleanly finished with no raw edges exposed.
6. Labels to be woven polyester color coded by size with a minimum label size of 2.5" x 1.25".
7. Fabric to be 7.5 oz. twill 65% polyester/35% cotton, first quality fabric only. No irregular, no run mill.
8. Thread to be high quality, heavy-duty, cotton-wrapped polyester, and same color as white stripe in fabric.
9. All three-needle seams shall be cleanly finished and have no raw or frayed edges.
10. Color - Orange and white horizontal stripes, orange stripe to match orange unisex work pants.
11. Stencil ink - Black.
12. Stencil on back of shirt:
13. Wording as requested for Main Jail - "SAC CO" in 2 inch letters on first line; "PRISONER" in 3 inch letters on second line.

Basic Specifications for all Unisex Pants:

1. Pull-on style, elastic waistband, and hemmed bottom; no pockets.
2. Elastic to be 1.5 inch non-curl heat resistant 26 gauge rubber enclosed with waist fabric and securely stitched to pant with a minimum of two rows of stitching with no raw or frayed edges.
3. Labels to be woven polyester color coded by size with a minimum label size of 2.5" x 1.25".
4. All seams three-needle felled.
5. Leg hems double folded and lock stitched.
6. Fabric to be 7.5 oz. twill 65% polyester/35% cotton first quality fabric only. No irregular, no run mill.
7. Thread to be high quality, heavy-duty, cotton-wrapped polyester, and same color as fabric.
8. All three-needle seams shall be cleanly finished and have no raw or frayed edges.
9. Waist Sizes:

Size to Fit	Relaxed Waist	Full Stretched Waist
Small	24 Inch	44 Inch
Medium	28 Inch	48 Inch
Large	32 Inch	52 Inch
XL	36 Inch	56 Inch
2XL	40 Inch	60 Inch
3XL	44 Inch	64 Inch
4XL	48 Inch	68 Inch
5XL	52 Inch	72 Inch
10. Inseam length to be proportionate to pant size.
11. Color - Navy Blue (see OPTIONS below)

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

- 12. Color - Orange to match Orange Shirts (see OPTIONS below)
- 13. Stencil as described in OPTIONS below.

OPTIONS for Rio Cosumnes Correctional Center (RCCC):

A. Specifications 1-10 above

- 11. Color - Navy Blue
- 13. Stencil on back right leg - vertical wording "R C C C" in 3 inch **white** letters.

B. Specifications 1-10 above

- 12. Color - Orange to match Orange Shirts
 - 13. Stencil on back right leg - vertical wording "R C C C" in 3 inch **black** letters.
-

OPTIONS for Main Jail:

A. Specifications 1-10 above

- 11. Color - Navy Blue
- 13. Stencil on back right leg - horizontal wording "SAC CO" in 2 inch **white** letters centered over vertical wording "PRISONER" in 3 inch **white** letters.

B. Specifications 1-10 above

- 12. Color - Orange to match Orange Shirts
- 13. Stencil on back right leg - horizontal wording "SAC CO" in 2 inch **black** letters centered over vertical wording "PRISONER" in 3 inch **black** letters.

OPTIONS for Probation:

A. Specifications 1-10 above

- 11. Color -Navy Blue
- 13. No Stencil

Note: Pricing Workbook must provide pricing with Stenciled and Non-Stenciled.

Basic Specifications for Unisex White Knitted Short-Sleeve Polo Shirt:

Double-needle stitched for strength and durability. Flat knit material with taped welt collar, three or four button placket, and ribbed knit cuffs on sleeves. Fabric to be 50% cotton/50% polyester blend. Comparable or equal to Gildan brand. No see-through material.

Main Jail: Stencil on front and back of shirt:

On shirt front - across chest area centered below button placket with horizontal wording "SAC CO" in 2 inch letters on first line; "PRISONER" in 3 inch letters on second line.

On shirt back - center across upper back with horizontal wording "SAC CO" in 2 inch letters on first line; "PRISONER" in 3 inch letters on second line.

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

Probation: No Stencil

Note: Pricing Workbook must provide pricing with Stenciled and Non-Stenciled.

Specifications for White Thermal Shirt: (RCCC ONLY)

Long sleeve, extra heavy duty.

Thermal 50/50 preshrunk cotton/poly blend.

Circular knit.

Shrink resistant, non-ravel sleeves with snug fitting rib cuffs and crew neck. "NO V-NECK".

Must endure numerous washings and dryings in institutional setting.

Stencil: "RCCC", 3" lettering, durable wear and washing black ink must be used.

Note: Pricing Workbook must provide pricing with Stenciled and Non-Stenciled.

Specifications for White Tube Sock:

80% cotton 20% polyester with minimum of 22.5 in length without heel pocket.

1/2 inch welted top, double reinforced toe and cushioned foot.

Must be heat resistant, endure numerous washings and dryings in institutional setting.

Specifications for White Ankle Sock:

1st quality white ankle socks, to fit sizes 6-14.

Weight of 20 ounces per dozen.

2 inch ribbed knitted top to keep sock from "slouching".

Cushioned foot and heel.

Must be heat resistant.

Specifications for Basic White Men's Briefs:

60% cotton 40% polyester, double stitched and reinforced seams.

Tacked stress points, with heavy duty institutional waistbands.

Shrink resistant, heat resistant, non-curling elastic waistband.

Specifications for White / Off White Women's Panties:

60% combed cotton, 40% polyester with 1/2 inch exposed elastic waistband, full cut brief, with double panel full cotton crotch.

Must be heat resistant.

Specifications for Assorted Prints (No Solid Colors) Women's Mumu: (RCCC ONLY)

Short Sleeve, Mid-calf length, cotton / polyester, shrink resistant, long wearing.

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

All edges must be neatly hemmed.

Specifications for White Men's Tee Shirt:

100% cotton flat or rib knit, shrink resistant, long wearing and capable of enduring numerous washings/dryings in an institutional washer/dryer.

Must be crew neck, absolutely no V-Neck. Neckline shall be enclosed in taped or ribbed reinforced neck band and all sleeves and bottoms must be neatly hemmed.

Stenciling: All stenciling shall be heat-cured screen printing ink able to withstand high temperature institutional washings and dryings.

For RCCC: 4" Horizontal lettering "RCCC"

For Main Jail: "SAC CO" in 2 inch letters on first line; "PRISONER" in 3 inch letters on second line.

Probation: No Stencil

Note: Pricing Workbook must provide pricing with Stenciled and Non-Stenciled.

Specifications for Navy or Dark Colors Paper Jumpsuit:

Lightweight Disposable Coverall, 1oz. spun-bonded, non-woven polypropylene.

Breathable, soft, and pliable

Full length zipper closure. Rot and mildew resistant.

Color: Navy (preferred); other dark colors will be considered as long as they are not see-through.

Case Quantity: Approx. 25/case

Specifications for Non-Stenciled Ash Sweatshirts:

50% Cotton/50% Polyester

7.75 oz square yard

S-5XL

Pull Over, ribbed collar, cuffs and band. Collar is cover-seamed

Machine Wash warm, tumble dry low. Do not bleach.

Ash Gray

Specifications for Non-Stenciled Navy Shorts:

General Description: Knee length walking shorts with 7" inseam is stylish yet modest. Cotton/poly blend. Plain, pull-on boxer-style shorts. Covered elastic waistband with no drawstring. No pockets.

Color: Navy; **Size:** M – 2XL, 4XL, 6XL; **Fabric:** 65% polyester/35% cotton twill

Weight: 6.0-7.0 oz. per yard; **Product Weight:** Minimum of 0.43 lbs.

Construction: Pull on style construction. All seams sewn with 3-needle felling stitch construction. Leg openings have 1/2" clean finished double fold hem. Elastic is 26 Gauge with 4-needle chain stitch.

Stitching: 3-needle felling stitch for optimal strength and durability.

Thread: High-quality, heavy-duty cotton wrapped polyester thread.

Tex Size*: T-40

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

*Thread (yarn) size - Unit for expressing linear density, equal to the weight in grams of 1 kilometer of yarn.

Strength: 4.13 lbs (avg. single-end break); **Elongation:** 20.6% (avg. elongation at break)

Shrinkage: 212 o Fahrenheit (boiling water) <1%

Hot Air Shrinkage <2%

Loop Strength: 5.65 lbs. (avg. loop break strength); **Loop Strength Ratio:** 1.3

Seam Strength: LockStitch (8 spi) - 46.3; Chainstitch (8 spi) - 51.7

Elastic: Elastic can handle being boiled at 260o for four hours.

Labels: Color-coded size labels.

Durability: The permanent press poly/cotton blended fabric is easy to care for. Strong, 3-needle felling seam construction insures maximum durability.

Packaging: 36 ea. per master carton (one size per master carton)

1.2.2 Product Group 2: Inmate Sports Bra:

Specifications for White Women's Sports Bra:

Pull over, cotton / polyester / lycra blend, heavy duty elastic under band, double fabric front panel.

No hooks or eyelets.

Shrink resistant, long wearing.

1.2.3 Product Group 3: Inmate Footwear

Specifications for Men's Deck Shoes, Gum-Soled:

1. Men's Deck Shoe, slip on, upper Heavy Weight Canvas 10oz (2x3) minimum, cemented with 5oz lining (2x2) 1.1mm, weight 550g per square yard.
2. Outsole, sipe style full bottom gum color textured rubber 250g weight, 6mm thickness, no slip feature.
3. Insole, one inch layer rubber 150g with 4.3mm thickness bonded to second rubber layer (white) 80g with 1.4mm thickness.
4. Foxing, single band 3mm with toe bumper 2.2mm thickness, combined weight 145g.
5. Construction, slip fast, autoclave foxing, complete stitched insole, heavy duty heel counter, polyester gores, double reinforced stitching at stress points.
6. Sizes: Men's 5 - 16 With Half Sizes 5.5 - 11.5
7. Color: White
8. Case Quantity: Average case quantity should be between 12pr to 24pr maximum.

Specifications for Men's Deck Shoes, High Quality W/Toe Cap:

1. Men's Deck Shoe, slip on, upper Heavy Weight Canvas 12oz (2x3) minimum, cemented with 6oz lining (2x2) 1.1mm, weight 550g per square yard.
2. Outsole, Brown in color textured rubber sole for added traction, weight 250g and 5mm thickness
3. Insole, one inch layer rubber 200g with 2nd layer rubber 100g weight, 2mm with Texon board
4. Foxing, textured 1st layer 100g weight, 2.6mm thickness, 2nd layer 80g weight 2.1mm thickness.

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5. Construction must have toe cap and toe bumper, slip fast, autoclave foxing, complete stitched insole, heavy duty reinforced heel counter for added support 25g weight and 2mm thickness, polyester gores, double reinforced stitching at stress points.
6. Sizes: Men's 5 - 16 With Half Sizes 5.5 - 11.5
7. Color: Orange
8. Case Quantity: Average case quantity should be between 12pr to 24pr maximum.

Specifications for Women's Deck Shoes, Gum-Soled:

1. Women's Deck Shoe, slip on, upper Heavy Weight Canvas 10oz (2x3) minimum, cemented with 5oz lining(2x2) 1.1mm, weight 550g per square yard.
2. Outsole, sipe style full bottom gum color textured rubber 250g weight, 6mm thickness, no slip feature.
3. Insole, one inch layer rubber 150g with 4.3mm thickness bonded to second rubber layer (white) 80g with 1.4mm thickness.
4. Foxing, single band 3mm with toe bumper 2.2mm thickness, combined weight 145g.
5. Construction: slip fast, autoclave foxing, complete stitched insole, heavy duty heel counter, polyester gores, double reinforced stitching at stress points.
6. Sizes: Women's 4-13 with half sizes 4.5 - 13.5
7. Color: White
8. Case Quantity: Average case quantity should be between 12pr to 24pr maximum.

Specifications for Work Boots with Laces:

1. Leather 6 inch upper with smooth brown finish and minimum thickness of 1.822mm.
2. Firm plain hard toe and heel
3. One piece oil resistant, non-marking gum rubber electric hazard lug sole with A.N.S.I., Z41-PT91 rating.
4. Goodyear welt construction, .9oz thread to be used and double stitched at stress points, triple stitched from toe cap to upper.
5. 27mm triple cushion sponge insole with arch support.
6. Riveted at main stress points
7. S sock wrapped anti-bacterial and odor eating Cambrelle lining.
8. Sever rolled antique, non-rust eyelets (no hook)
9. Round nylon Taslan laces (average 54")
10. No metal shanks.
11. Outsole to upper, double stitched and cemented for double reinforcement.
12. Sizes: Men's 5-17 with half sizes 6.5 - 11.5
13. Color: Must be Brown or Black
14. Case Quantity: Average case quantity should be between 8pr to 12pr maximum.

Specifications for Work Boots with Velcro Closure Straps:

1. Leather 6 inch upper with smooth brown finish and minimum thickness of 1.822mm.
2. Firm plain hard toe and heel, with reinforced back-stay.

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

3. One piece oil resistant, non-marking gum rubber electric hazard lug sole with A.N.S.I., Z41-PT91 rating.
4. Goodyear welt construction, .9oz thread to be used and double stitched at stress points, triple stitched from toe cap to upper.
5. 27mm triple cushion sponge insole with arch support.
6. Riveted at main stress points
7. S sock wrapped anti-bacterial and odor eating Cambrelle lining.
8. Velcro straps, 3 non-metal loopholes
9. Shankless, no wood or metal shanks.
10. Outsole to upper, double stitched and cemented for double reinforcement.
11. Sizes: Men's 5-17 with half sizes 6.5 - 11.5
12. Color: Must be Brown (black will not be accepted)
13. Case Quantity: Average case quantity should be between 8pr to 12pr maximum.

Specifications for V-Strap Thongs:

1. Construction: 1/2" thick cushioned sole, 5/8" diameter reinforced shaft, 1/2" wide reinforced strap.
2. Sizes: Medium = men's 8/9; X-Large = 12/13
3. Color: Black soles and straps, white insoles (preferred). Other dark color sole/strap, with white/ivory insoles will be considered.
4. Case Quantity: 72/case

Specifications for Disposable Foam Slippers:

Size Medium:

1. Construction: foam composition slipper with non-skid soles.
2. Sizing: Colored coded for sizing - Medium = men's 5-1/5 -7
3. Color: Soles of slipper should be of dark color, and upper portion of slipper should be of light color and must be distinctive between sizes.
4. Case Quantity: Approx. 96/case.

Size X-Large:

1. Construction: foam composition slipper with non-skid soles.
2. Sizing: Colored coded for sizing - X-Large = 9-1/2 - 11
3. Color: Soles of slipper should be of dark color, and upper portion of slipper should be of light color and must be distinctive between sizes.
4. Case Quantity: Approx. 72/case.

Specifications for Slip-On Work Boots:

1. Leather 6 inch upper with smooth brown or black finish and minimum thickness of 1.822mm.
2. Firm plain hard toe and heel
3. One piece oil resistant, non-marking gum rubber electric hazard lug sole with A.N.S.I., Z41-PT91 rating.

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

4. 27mm triple cushion sponge insole with arch support.
5. S sock wrapped anti-bacterial and odor eating Cambrelle lining.
6. Non-metal shank.
7. Outsole to upper, double stitched and cemented for double reinforcement.
8. Sizes: Men's 5-17
9. Color: Must Be Brown Or Black
10. Case Quantity: Average case quantity should be between 8pr to 12pr maximum.

Specifications for Eva (Ethyl Vinyl Acetate) Slip-On Shoes:

1. 100% Ethyl Vinyl Acetate
2. Contour insole with arch
3. Clear size marking on outside of shoe
4. Sizes: Men's 5-17
5. Color: Must Be Blue Or Orange
6. Case Quantity: Average case quantity should be between 6pr to 12pr maximum.

Specifications for Canvas Deck Shoes, Navy:

Durable Canvas Deck Shoe

Heavyweight, double-layer 7 oz. canvas material withstands wear and tear, and vulcanized rubber soles prevent skidding and marking. Features full cushion insoles with arch support and reinforced stress points at heel and toe.

Machine washable

Color: Navy

Sizes: 4 – 16

Specifications for Slip-On PVC Sandals, Tan:

Color: Tan

Construction: Slip-on, one piece, machine washable, non-skid and non-marking

Composition Materials: PVC

Quality: First Quality preferred, irregulars acceptable. Please specify which is being proposed.

Size: 6 - 16

1.2.4 Product Group 4: Inmate Bedding and Linen:

Specifications for Bath Towel for Main Jail and RCCC:

Towel, Beige, 14#, 25"x50"

86% cotton, 14% polyester terry cloth, hemmed ends, 16 singles yarn with twin cam borders. Absolutely no red or blue towels

Specifications for Bath Towel for Probation and RCCC:

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

Towel, White 6.25#, 22"x44"

86% cotton, 14% polyester terry cloth, hemmed ends, 16 singles yarn with twin cam borders. Absolutely no colors; white only

Specifications for Bar Towel for Probation:

- Bar Towel, Full terry
- 16x19
- Narrow Ribbed
- 100% Cotton
- Width – 16"
- Length 19 "
- White
- 30 oz

Specifications for Blanket:

Minimum weight 4.5 lb

Minimum size 66" x 90"

Fabric to be 55% polyester

30% acrylic, 10% cotton, and 5% other fiber blend;

Must be stitched on all four sides for strength and durability;

Must meet ASTM D 4151-92 flammability requirements;

Darker colors; no red or blue (Navy blue OK);

Specifications for Mattress:

Polyester fiber filling, 7.9 lb. minimum;

Finished size 76"x30"x4";

Heavy-duty vinyl cover, smooth finish;

Minimum double-needle stitching to all seams;

Must meet requirements of federal flammability (open flame) standard for mattresses;

Color - Dark or light green; dark or light blue;

Probation prefers dark blue.

Specifications for Mattress for Probation:

General Specifications:

- General Description: Sealed Seam Cotton Core, Pillow Mattress, 4 inch thickness, unique design allows for greater suppleness to provide superior comfort. All seams RF Welded; all seams are internal except the end-closing seam to protect from fluids and tampering. Vent location is concealed. Vent is designed to allow air to flow in and out of the mattress without the penetration of fluids or solids. Constructed to minimize the potential of tampering or damaging the vent.
- Color: Navy, Antimicrobial, non-fading, non-bleeding w/ rip-stop Nylon Fibers

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

- Size: 30" W x 75" L x 4" H; Weight: 16.5 lbs; Seams: 100% Sealed Seams (Absolutely No Stitching)
- Cleansing: Wipes clean with soap and water, or properly diluted disinfectant—do not launder.
- Flammability: meets or exceeds the requirements of: California Technical Bulletin 129, California Technical Bulletin 603, 16 CFR Part 1633
- Construction: Constructed with a single piece of vinyl, all seams sealed using Radio Frequency Techniques, seams will not Leak; Country of Origin: Made in USA
- Core Specs
- Material: Rebound Fire Resistant Cotton Core
- General Description: Unique cotton core is composed of recycled post industrial denim, cotton fibers and poly fibers (less than 10% poly) that bond and solidify the cotton matrix. The core is a one piece construction for added durability.
- Composition: 90% recycled cotton/10% bi-component; Environmental: Contains no hazardous material and is 100% recyclable
- Integrated Full Size Pillow: fitted tightly to mattress core
- Pillow Specs
- Material: Fire Resistant polyester staple.
- General Description: Our special pillow core is composed of thermally bonded fire resistant polyester staple. Pillow is constructed with two beveled edges for integrated fit to the core for comfort and durability.
- Cover Specs
- Material: PVC Vinyl with non-cracking properties; Thickness: 17 – 20 mil; Weight: 12 oz. per sq yard
- Color: Navy
- Flammability: Flame Resistant, Passes Cigarette Ignition Std. Passes NFPA-701, Finished product passes 16 CFR 1633 Federal Testing
- Seam Strength:
- Breathable Vent: Vent location is concealed. Vent is designed to allow air to flow in and out of the mattress without the penetration of fluids or solids. Concealed to minimize the potential of tampering or damaging the vent.
- Liquid Penetration Resistant: ASTM D751/A 300; Tear Strength: ASTM D2261 W135 F135
- Breaking Strength: ASTM D5034 W 225 F200
- Electrical Properties test: Surface Resistivity AATCC 76 5x10/10 prevents build up/retention of electrostatic charges.

Specifications for Mattress Cover:

Nylon/vinyl to fit 76"x30"x4" mattress;

Envelope, type-1 enclosure; Heavy-weight material, smooth finish; Minimum double-needle stitching to all seams with 1/2 inch hem on open end; No basting stitches; Flame-resistant and waterproof;

Color - Dark or light green; dark or light blue.

Specifications for Cloth Apron:

APPENDIX O – DETAILED REQUIREMENTS AND PRODUCT SPECIFICATIONS FOR THE COUNTY OF SACRAMENTO

Bib style, one pencil pocket at chest, white polyester/cotton blend.
One-piece non-adjustable neck strap and two waist ties same fabric as apron.
Finished size minimum 33"x36"
Sold by the dozen packaged in either five or ten dozen increments.
Shrink resistant and long-wearing.
One size fits all.

Specifications for Isolation/Suicide Cell Smock:

Quilted, collarless, sleeveless gown with adjustable openings at shoulders and along length of gown; All seams and edges securely finished.
Adjustable hook and loop fasteners to accommodate adults weighing 100 to 300 pounds.
Adjustable chest area from at least 44" to 56"
Outer fabric to be a minimum of two layers of heavy-duty denier polyester lock stitch quilted to a minimum 6 oz. polyester inner batting.
Thread to be heavy-duty nylon.
Garment to be flame-resistant.
Stencil on front and back of smock:
Main Jail - "MJ" in 6 inch black letters.
RCCC - "RCCC" in 6 inch black letters.
Probation: No stencil.

Note: Pricing Workbook must provide pricing with Stenciled and Non-Stenciled.

Specifications for Isolation/Suicide Cell Blanket:

Minimum size 54"x80"
Quilted blanket
All seams and edges securely finished.
Outer fabric to be a minimum of two layers of heavy-duty denier polyester lock stitch quilted to a minimum 6 oz. polyester inner batting.
Thread to be heavy-duty nylon.
Blanket to be flame-resistant
Stencil on blanket:
Main Jail - "MJ" in 6 inch black letters.
RCCC - "RCCC" in 6 inch black letters.
Probation: No stencil.

Note: Pricing Workbook must provide pricing with Stenciled and Non-Stenciled.

ATTACHMENT A



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The County of Sacramento, California (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Inmate Supplies. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$30,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - ii. Announcement, contract details and contact information published on the company website within first 30 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - viii. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____
20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and
_____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has
entered into a Master Agreement dated _____, Agreement No _____, by and
between the Principal Procurement Agency and Supplier, (as may be amended from time to time in
accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and
incorporated herein by reference as though fully set forth herein, for the purchase of
_____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including
state and local governmental entities, public and private primary, secondary and higher education
entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that enter into
(either via registration on the National IPA website, or execution of a Master Intergovernmental
Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a
"Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is
offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on
behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with
administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make
available the Master Agreement to Participating Public Agencies and to set forth certain terms and
conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the
mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have
the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of ___% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
725 Cool Springs Blvd
Suite 100
Franklin, TN 37067

B. Supplier

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto, subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Ward H. Brown

Name

Title

Chief Operating Officer

Title

Date

Date

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate with National Intergovernmental Purchasing Alliance Company (“National IPA”) (“Principal Procurement Agencies”) to be appended and made a part hereof and such other public agencies who register to participate in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement with National IPA (“Participating Public Agencies”) to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers (each a “Supplier”) have entered into Master Supplier Agreements to provide a variety of goods, products and services (herein “Products”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Supplier Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices.
3. That the cooperative use of solicitations obtained by the parties to this Agreement shall be in accordance with the terms and conditions of the Master Supplier Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of Products by the Participating Public Agencies.
5. That the Participating Public Agencies that procure Products through any Master Supplier Agreement (each a, “Procuring Party”) will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the Master Supplier Agreement. Payment for Products and inspections and acceptance of

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase.

6. The Procuring Party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Procuring Party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”) pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$

Report Totals _____

Cumulative Contract Sales _____

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR

CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR

CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT,
LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFORCHE PARISH, LA
LAFORCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR

YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE

WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT

MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT

Higher Education

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE

CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION

OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY

APPENDIX Q – TECHNICAL PROPOSAL RESPONSE

IMPORTANT INFORMATION

(REFER SECTION 6 AND COMPLETE YOUR TECHNICAL PROPOSAL RESPONSE)

Entering a Response in Public Purchase: (IMPORTANT INFORMATION- PLEASE READ!)

The RFP has several appendices posted in Public Purchase. Some appendices are “informational only, some are “online forms” and others are documents that need to be downloaded, completed “off-line”, and then uploaded back into Public Purchase as part of your response. In addition, some appendices are “required” and some are not. If the appendix is required, you must either “read and accept”, “fill out and accept” or “download, complete offline, then upload back in to Public Purchase”. Below are some scenarios to explain the process (some of the example appendices listed below may not be listed in this solicitation):

Appendix A - Sacramento County General Terms & Conditions: This is a required appendix, but is informational only. You are required to open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix B - Additional Terms & Conditions: This is a required appendix, but is informational only. You are required to open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix C - DCSS Contractor Certification of Compliance: This is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix D - Environmental Purchasing Policy: This is an informational only document. Please read. If your product or service applies, please indicate so in your response.

Appendix E - Solicitation Exceptions: This is not a mandatory online form. If you have exceptions to the RFP, this is where you should list your exceptions. Enter information in the appropriate fields. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix F - Non Collusion Affidavit: This is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix G - Sacramento County Minimum Insurance Requirements: If included, this is a required appendix, but is informational only. You are required to open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix H - Customer References: This is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix I - Pricing: If included, this is a required appendix, and is an offline document that needs to be downloaded, completed (offline), and then uploaded as part of your response.

Appendix J – Small and Local Vendor Preference Program: This is not a required form. This form is required ONLY if you wish to claim a 5% local vendor preference and/or a 2% small business preference. Enter information in the appropriate fields. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix K - Risk Assessment Questionnaire: If included, this is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix L - HIPAA Business Associate Exhibit: If included, this is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix M - Good Neighbor Policy: If included, this is a required appendix, but is informational only. You are required to open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix N – Iran Contracting Act Disclosure: If included, this is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix	Type	If marked as mandatory, do this:	If not marked as mandatory, do this:
A - Terms	Informational	Open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit	Always a mandatory item
B - Terms	Informational	Open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit	Always a mandatory item
C - DCSS	Online Form	Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	Always a mandatory item
D - EPP	Informational	Please read. If your product or service applies, please indicate so in your response.	Please read. If your product or service applies, please indicate so in your response.

Appendix	Type	If marked as mandatory, do this:	If not marked as mandatory, do this:
E - Exceptions	Informational	Not a mandatory item	If you have exceptions to the RFP, this is where you should list your exceptions. Enter information in the appropriate fields, When you are finished entering information in all the fields, click the "accept" or "accept with exceptions" radio button, enter your password, then click submit.
F – Non Collusion	Online Form	This is a mandatory form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the "signature" field, just type your name. When you are finished entering information in all the fields, click the "accept" or "accept with exceptions" radio button, enter your password, then click submit.	Always a mandatory item
G - Insurance	Informational	You are required to open and read the document. Then you will need to click on the "accept" or "accept with exceptions" radio button, enter your password, then click submit.	No action required.
H - References	Online Form	This is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the "signature" field, just type your name. When you are finished entering information in all the fields, click the "accept" or "accept with exceptions" radio button, enter your password, then click submit.	Always a mandatory item
I - Pricing	Document	If included, this is a required appendix, and is an offline document that needs to be downloaded, completed (offline), and then uploaded as part of your response.	No action required if not listed.
J - POP	Informational	This is not a mandatory document	This form is required ONLY if you are trying to claim a 5% local vendor preference and/or a 2% small business preference. Enter information in the appropriate fields. When you are finished entering information in all the fields, click the "accept" or "accept with exceptions" radio button, enter your password, then click submit.

Appendix	Type	If marked as mandatory, do this:	If not marked as mandatory, do this:
K - Risk	Online Form	<u>If included</u> , this is a mandatory online form that needs to be completed. Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	No action required if not listed.
L - HIPAA	Online Form	<u>If included</u> , this is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	No action required if not listed.
M – Good Neighbor	Informational	<u>If included</u> , this is a required appendix, but is informational only. You are required to open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	No action required if not listed.
N – Iran Contracting	Online Form	<u>If included</u> , this is a mandatory online form that needs to be completed. Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	No action required if not listed.