



# County of Sacramento Open Item Contract

Contract and Purchasing  
Services Division  
9660 Ecology Ln.  
Sacramento, CA 95827  
(916) 876-6360

Your Vendor number with us  
608629

BOB BARKER CO  
PO BOX 429  
FUQUAY VARINA NC 27526-0429

Vendors Contact Person: Ruchal Smith  
Vendors Phone Number: 919-346-2189

## Reprint of Open Item Contract WA00034777 / 09/01/2016

This number must appear on all correspondence to the  
Purchasing Division.

Contract number/date

**WA00034777 / 09/01/2016**

Issuing Officer/Telephone

**Poon, Vivian/916-876-6377**

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

*Vivian Poon*

Contract Period

Valid from: 10/05/2016

Valid to: 10/04/2022

F.O.B. Dest., Freight Prepaid

**Payment Terms:** Due in 30 Days

**Contractual maximum value:** 2,119,000.00

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

Before supplying any goods or services to the County, the vendor must obtain one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

20210614 Contract Change vp

Reso #2021-0263

Board of Supervisors' authorization to extend Contract No. WA00034777 with Bob Barker Co. for the period of October 5, 2021 through October 4, 2022

20191218 Contract Change vp

Reso #2019-0795

Board of Supervisors' authorization to extend Contract No. WA00034777 with Bob Barker Co. for the period of April 5, 2020 through October 4, 2021

Contractor Contact:

Ordering:

Debbie Sargent  
Customer Service Representative  
customerservicewest@bobbarker.com  
800-334-9880 (Customer Service Line)

Crissa Rhead  
Customer Service Representative  
customerservicewest@bobbarker.com  
800-334-9880 (Customer Service Line)

Lauretta Smuck  
Customer Service Representative  
customerservicewest@bobbarker.com  
800-334-9880 (Customer Service Line)

Contract Administration Updated on 6/14/2021:

Ruchal Smith  
Contract Specialist  
ruchalsmith@bobbarker.com  
919-346-2189 (Direct)  
800.334.9880 (Office)  
800.322.7537 (Fax)

Erika Flynn  
Bids Manager  
erikaflynn@bobbarker.com  
919-753-1657 (Direct)

\*\*\*\*\*

IMPORTANT:

1. Price List Effective October 5, 2016 enclosed.
2. Miscellaneous Inmate and Detention Supplies - 10% discount off the current product catalog price, with the exclusion of furniture and metal product lines.

\*\*\*\*\*

This contract is established as a purchasing agreement between Bob Barker Co (Contractor) and the County of Sacramento (County) for the provision of Inmate and Detention Supplies, Solutions and Services as per the terms and conditions under the Request for Proposal (RFP), RFP8259, which is hereby incorporated by reference and made a part of this contract.

Price: As per the Price List Effective October 5, 2016 enclosed. Price shall be the lowest, current and most favorable with all applicable volume, special, promotional and governmental discounts during the contract period.

FOB Point: Pricing must be FOB destination to include inside delivery.

Deliveries: Deliveries shall be made on an "as required" basis by means of a CSO issued against the Contract.

Packing Slip: All deliveries must be accompanied by a legible Packing Slip that includes Item Description and Part Number of all items and CSO Number.

Invoicing:

- A. The vendor will be expected to adhere to invoicing procedures as required by the County auditor-controller's office. Failure to comply with established procedures will be grounds for the County to terminate the contract.
- B. Each invoice shall contain the following minimum information; "bill to" and "ship to" addresses; Contract Number; CSO Number; quantities; item descriptions; unit prices and extensions and invoice total.
- C. A separate invoice shall be prepared for each order CSO received.
- D. Invoicing to the County shall be done in arrears.
- E. Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
- F. Invoice shall be submitted in duplicate each order entity.
- G. In the state of California, government agencies are not allowed to pay excess interest and late charges. Per government code, section 926.10, interest shall be entitled commencing the 61st day and shall be 6% per annum.

Contract Term: In order to promote efficiency and economy, the County reserves the right to extend this contract for two additional twelve-month periods. Such extensions will be at the County's option, under the same terms and conditions, and will be subject to agreement between the Contractor and the County.

Quality: All materials and workmanship must be subject to inspection, examination and testing by County staff at any time. The County reserves the right to reject defective materials and workmanship and require correction.

Estimated Quantities: The quantity listed is an estimated requirement. The County does not guarantee to purchase a minimum quantity or does not guarantee to purchase Contractor's remaining stock.

Unrestricted Quantities: The County is not limited to purchase all of its requirements from this contract.

Changes: The County shall retain the right to implement changes as necessary to uphold the original intent of the contract. This includes adding or deleting line items, as well as adjusting unit prices on the contract. Such changes shall not void the contract, but shall be added to or be deducted from the contract, as the case may be, by a fair and reasonable valuation, and subject to the mutual agreement of the parties.

Continuation: Continuation of the contract for the full term specified shall be contingent upon satisfactory performance by the contractor and products. Continuing un-rectifiable performance deficiencies may result in cancellation of the contract without penalty to the County.

Sales Report: Upon request from the County, Contractor is required to provide annual sales report including details of all the purchases made under the contract.

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 the 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.

\*\*\*\*\*

**IMPORTANT:**

1. Price List Effective October 5, 2016 enclosed.
2. Miscellaneous Inmate and Detention Supplies - 10% discount off the current product catalog price, with the exclusion of furniture and metal product lines.

\*\*\*\*\*

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00010	1,795,000	Each All Contract Items - Inmate Supplies	1.00	1 EA	1,795,000.00
Price List Effective October 5, 2016.					
00020	14,000	Each Main Non Contract Items-Inmate Supplies	1.00	1 EA	14,000.00
10% discount off current product catalog.					

# 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 vendor 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; 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 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 necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other 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.

**APPROVED** COUNTY OF SACRAMENTO  
BOARD OF SUPERVISORS CALIFORNIA  
*By Reso No. 2021-02103*  
MAY 18 2021  
BY *Florence Evans*  
Clerk of the Board

For the Agenda of:  
May 18, 2021

To: Board of Supervisors

Through: Ann Edwards, Interim County Executive  
David Villanueva, Deputy County Executive  
Administrative Services

From: Jeffrey A. Gasaway, Director  
Department of General Services

Subject: Approve Extension Of Contracts For Inmate And Detention  
Supplies To Bob Barker Co., Victory Supply, LLC And Pacific  
Lodging Supply, For The Period Of October 5, 2021 Through  
October 4, 2022 With An Estimated Total Expenditure  
Amount Of \$600,000

District(s): All

### **RECOMMENDED ACTION**

1. Approve the extension of Contract Nos. WA00034777 with Bob Barker Co., WA00034778 with Victory Supply, LLC, and WA00034779 with Pacific Lodging Supply for inmate and detention supplies for the period from October 5, 2021 through October 4, 2022, with an estimated total expenditure amount of \$600,000 during the one-year extension period, and
2. Adopt the attached Resolution authorizing the Purchasing Agent or designee to execute the contract extensions, amend the contracts, make monetary adjustments, terminate if deemed necessary by the Purchasing Agent, take other necessary actions to uphold the contracts, and to do and perform everything necessary to carry out the purpose of the Resolution.

### **BACKGROUND**

The current contracts, WA00034777 with Bob Barker Co., WA00034778 with Victory Supply, LLC, and WA00034779 with Pacific Lodging Supply, were initiated on October 5, 2016, resulted from Request For Proposal 8259 and recommendation of the evaluation committee.

Approve Extension Of Contracts For Inmate And Detention Supplies To Bob Barker Co., Victory Supply, LLC And Pacific Lodging Supply, For The Period Of October 5, 2021 Through October 4, 2022 With An Estimated Total Expenditure Amount Of \$600,000

Page 2

These three contracts allow for the purchase of inmate and detention supplies required by the Sacramento Sheriff's Office (SSO) and the Probation Department (Probation). The initial period started on October 5, 2016 and ended on October 4, 2017. The contracts were renewed for two additional one-year terms, through October 4, 2019. The Purchasing Agent extended the contracts for six more months, through April 4, 2020, under Sacramento County Code 2.56.220. On November 19, 2019, the Board approved Resolution No. 2019-0795 extending the contracts through October 4, 2021.

The requirement for the inmate and detention supplies remains the same and the performance of the contractors has been satisfactory since the contracts began in October 2016.

Without any further action, these contracts will expire on October 4, 2021. The Department of General Services (DGS) anticipates an increase in costs for materials, resulting in a significant increase in contracted pricing to cover the contractors' potential risk in a new solicitation. After careful consideration and analysis of market conditions, it was determined to be more beneficial to conduct the bidding process for new contracts in 2022, when the market pricing is expected to become more stabilized. Therefore, a one-year extension of the current contracts is recommended.

In March 2021, DGS began negotiations with all three suppliers for a potential one-year extension of contracts and finalized pricing on April 1, 2021, pending Board approval. All suppliers accepted the proposal with contract terms and conditions remaining the same, except for some price increases and two product discontinuations. The pricing for the contracts with Bob Barker Co. and Pacific Lodging Supply remains unchanged. The overall annual pricing increase for the contract with Victory Supply, LLC is seven percent, with an estimated annual spend increase of \$17,500. All the proposed increases are deemed fair, reasonable, and supported by valid documentation.

A Summary of Price Analysis is included (Attachment 1).

The County anticipates an estimated annual savings of \$479,690 when comparing contract pricing during this extension term to National/Market/Non-Contract Pricing.

Approve Extension Of Contracts For Inmate And Detention Supplies To Bob Barker Co., Victory Supply, LLC And Pacific Lodging Supply, For The Period Of October 5, 2021 Through October 4, 2022 With An Estimated Total Expenditure Amount Of \$600,000

Page 3

**Consideration of the National Cooperative Contract with Bob Barker Co.:**

The County, as the Principal Procurement Agency, has collaborated with OMNIA Partners (former National IPA) to make the resultant contract available to other public agencies nationally.

Public agencies utilizing the national cooperative contract have requested the early approval of this contract extension.

The County earns a rebate for purchases made by other agencies through the contract. The County earned over \$8,600 in rebates in the first four years. The County anticipates an additional \$12,000 in rebates if the contract is extended through October 4, 2022.

**FINANCIAL ANALYSIS**

The County anticipates costs will not exceed \$600,000 from October 5, 2021 to October 4, 2022. Actual costs will vary depending on the needs of SSO and Probation. These costs are budgeted in SSO's and Probation's Fiscal Year 2020-21 Adopted Budgets, and are included in SSO's and Probation's Fiscal Year 2021-22 Proposed Recommended Budgets.

**Attachments:**

RES – Resolution

ATT 1 – Summary of Price Analysis



**RESOLUTION NO. 2021-0263**

**APPROVE EXTENSION OF CONTRACTS FOR INMATE AND DETENTION SUPPLIES TO BOB BARKER CO., VICTORY SUPPLY, LLC AND PACIFIC LODGING SUPPLY, FOR THE PERIOD OF OCTOBER 5, 2021 THROUGH OCTOBER 4, 2022 WITH AN ESTIMATED TOTAL EXPENDITURE AMOUNT OF \$600,000**

**WHEREAS**, the County of Sacramento (County) requires uninterrupted inmate and detention supplies and obtains these supplies from three contracted vendors; and

**WHEREAS**, the current contracts, Contract Nos. WA00034777 with Bob Barker Co., WA00034778 with Victory Supply, LLC, and WA00034779 with Pacific Lodging Supply, will expire on October 4, 2021; and

**WHEREAS**, the contracts were publicly advertised and awarded; and

**WHEREAS**, the Department of General Services (DGS) anticipates an increase in costs for materials, resulting in a significant increase in contracted pricing to cover the contractors' potential risk in a new solicitation; and

**WHEREAS**, after careful consideration and analysis of market conditions, it was determined to be more beneficial to conduct the bidding process for new contracts in 2022 when the market pricing is expected to become more stabilized; and

**WHEREAS**, DGS recommends a one-year extension of the current contracts, and completed negotiations with the vendors to uphold the same terms and conditions, with approval of minimal cost increases that were deemed fair and reasonable.

**BE IT RESOLVED AND ORDERED** that the County Purchasing Agent or designee be and is hereby authorized to extend Contract Nos. WA00034777 with Bob Barker Co., WA00034778 with Victory Supply, LLC, and WA00034779 with Pacific Lodging Supply for inmate and detention supplies for the period of October 5, 2021 through October 4, 2022, with an estimated total expenditure of \$600,000 during the one-year extension period.

Approve Extension Of Contracts For Inmate And Detention Supplies To Bob Barker Co., Victory Supply, LLC And Pacific Lodging Supply, For The Period Of October 5, 2021 Through October 4, 2022 With An Estimated Total Expenditure Amount Of \$600,000

Page 2

**BE IT FURTHER RESOLVED AND ORDERED** that the County Purchasing Agent or designee be and is hereby authorized to amend the contracts; make monetary adjustments; terminate if deemed necessary by the Purchasing Agent; and take other necessary actions to uphold the contracts, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, and to do and perform everything necessary to carry out the purpose of the Resolution.

On a motion by Supervisor Desmond, seconded by Supervisor Kennedy, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 18<sup>th</sup> day of May, 2021, by the following vote, to wit:

AYES: Supervisors Desmond, Kennedy, Nottoli Serna, Frost

NOES: None

ABSENT: None

ABSTAIN: None

RECUSAL: None

(PER POLITICAL REFORM ACT (§ 18702.5.))

**FILED**  
BOARD OF SUPERVISORS

MAY 18 2021

*Florence Evans*

BY \_\_\_\_\_  
CLERK OF THE BOARD



*Florence Evans*

Clerk, Board of Supervisors

Chair of the Board of Supervisors  
of Sacramento County, California

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on May 18, 2021

By *[Signature]*  
Deputy Clerk, Board of Supervisors

**Summary of Price Analysis  
October 5, 2021 through October 4, 2022**

Name of Contractor	Contract Number	Estimated Annual Spend	Overall Annual Increase Percent	Estimated Annual Spend Increase	Pricing Compared with National/Market/Non Contract Pricing	National Cooperative Contract with Bob Barker Co
Bob Barker Co	WA00034777	\$270,000.00	0%	\$0.00	\$266,923.65	Rebate Yr1+Yr2 \$2,788.90
Victory Supply LLC	WA00034778	\$250,000.00	7%	\$17,500.00	\$212,766.49	Rebate Yr3+Yr4 \$5,827.75
Pacific Lodging Supply	WA00034779	\$80,000.00	0%	\$0.00	\$2,127.60	Estimated Rebate Yr5+Yr6 \$12,000.00
<b>Total</b>		\$600,000.00	7%	\$17,500.00	\$479,690.14	\$20,616.65