**\*\*IMPORTANT NOTICE\*\***

 **ONLINE BIDDING PROCESS**

* Bid pricing must be submitted online through Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org/).
* The following pages require signatures and must be scanned and uploaded to Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org/):
1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#_BIDDER_INFORMATION) page
	1. [Must be signed by Bidder](#_BIDDER_ACCEPTANCE)
2. Exhibit A – Bid Response Packet, [SLEB Information Sheet](#SLEB_Info_Sheet)
	1. [Must be signed by Bidder](#Prime_Bidder_Signature)
	2. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) if subcontracting to a SLEB

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.

COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 902048

**for**

Inmate APPAREL, Linens, AND hygiene supplIES

|  |
| --- |
| **For complete information regarding this project, see** **Request for Quotation (RFQ) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] **or contact the County representative listed below.** **Thank you for your interest!** **Contact Person: Yulia Kukuyuk, Procurement & Contracts Specialist****Phone Number: (510) 208-9615****E-mail Address:** **Yulia.Kukuyuk@acgov.org** |

**RESPONSE DUE**

by

**2:00 p.m.**

**on**

**February 9, 2022**

through

**Alameda County, GSA-Procurement**

[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)

<https://ezsourcing.acgov.org/>

Alameda County is committed to reducing environmental impacts across our entire supply chain.

If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

# CALENDAR OF EVENTS

REQUEST FOR QUOTATION No. 902048

INMATE APPAREL, LINENS, AND HYGIENE SUPPLIES

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **January 6, 2022** |
| **Networking/Bidders Conference**  | **January 14, 2022 @ 10:00 AM (PST)** ***TO ATTEND ONLINE*:** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_OWRkNjA1YTgtMGIzNy00YWI1LWI5ZjAtZjVlZGJmNDQxZDhh%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%229b05bb24-d3d5-48ef-bdc2-f7fcfa008285%22%7d" \t "_blank)**Or call in (audio only)** +1 415-915-3950,,186653504# United States, San Francisco (888) 715-8170,,186653504# United States (Toll-free) Phone Conference ID: 186 653 504#  |
| **Written Questions Due via Email:****Yulia.Kukuyuk@acgov.org** | **January 17, 2022 by 5:00 p.m. (PST**)  |
| **List of Attendees** | **January 19, 2022** |
| **Q&A Issued** | **January 28, 2022**  |
| **Addendum Issued** [only if necessary to amend RFQ] | **January 28, 2022**  |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **February 9, 2022 by 2:00 p.m. (PST)**  |
| **Evaluation Period** | **February 9, 2022 - March 9, 2022** |
| **Notice of Intent to Award Issued** | **March 16, 2022**  |
| **General Services Agency Consideration Award Date** | **May 17, 2022**  |
| **Contract Start Date** | **July 1, 2022** |

***NOTE: All dates are tentative and subject to change.***

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, January 12, 2022 10:30 a.m. – 11:30 a.m.***TO ATTEND ONLINE:***[Join Microsoft Teams Meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)Call-in: +1 415-915-3950Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S*** ***PROCUREMENT TEAM!***This is a public event where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. |

COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 902048

SPECIFICATIONS, TERMS & CONDITIONS

 for

**INMATE APPAREL, LINENS, AND HYGIENE SUPPLIES**

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EXHIBIT A - **BID RESPONSE PACKET**

 APPENDIX 1 - **PRODUCT SPECIFICATIONS AND REQUIREMENTS FOR ACSO**

 APPENDIX 2- **PRODUCT SPECIFICATIONS AND REQUIREMENTS FOR ACPD**

 APPENDIX 3 - **SECURITY SITE CLEARANCE FORM FOR ACSO**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe inmate apparel, linens, and hygiene supplies being requested for the Alameda County Sheriff’s Office (ACSO) and Alameda County Probation Department (ACPD).

The County intends to award a three-year contract (with option to renew for two years) to the Bidder(s) selected as the lowest responsible Bidder(s) whose response meets the County’s requirements.

It is the intent of these specifications, terms and conditions to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products. Specific requirements from the County’s Sustainability Program that are related to this Bid are included in the appropriate Bid sections.

## SCOPE

The men and women housed by the ACSO at Santa Rita Jail as well as youths housed at the Juvenile Justice Center and Camp Wilmont Sweeney use a variety of clothing, linens, bedding and hygiene supplies including, but not limited to the following categories:

* Clothing;
* Footwear;
* Bedding and Linens; and
* Hygiene Supplies

For clothing category specifically, the County is seeking inmate apparel that may differ from civilian clothing in the sense that it cannot include belts, shoelaces, or any characteristics that the County deems could be used in an inappropriate or unsafe way.

**Bidders can submit a bid either for the Inmate Apparel and Linens category (Bid Form A-1 and A-2) or for the Hygiene Supplies category (Bid Form A-3), or both; but are required to bid on all items listed on the bid form for each category.**

## BACKGROUND

The Santa Rita Jail facility has a capacity of 5,112 and currently houses approximately 2,100 inmates.

The Juvenile Justice Center has a capacity to house 538 youth and Camp Wilmont Sweeney has a capacity to house 108 youth.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
			1. Bidder shall be regularly and continuously engaged in the business of providing inmate apparel, linens, and/or personal hygiene items to jails or other secure settings for at least five (5) years, which must be clearly stated or demonstrated in the bid response packet.
			2. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ.

## SPECIFIC REQUIREMENTS

* + 1. Product Requirements:
			1. Contractor shall provide all items specified in the respective Bid Forms chosen to propose.
			2. Many of the Shirts, Pants, and Jackets as noted under Appendix 1 (PRODUCT SPECIFICATIONS AND REQUIREMENTS FOR ACSO), are to be silk screened. All clothing is to be tri-stitched. Items shall not be chain stitched.
			3. A representative sampling of items that the County requires for ACSO and ACPD, and seeks to award by competitive bid, are listed in the Appendix 1 (PRODUCT SPECIFICATIONS AND REQUIREMENTS FOR ACSO) and Appendix 2 (PRODUCT SPECIFICATIONS AND REQUIREMENTS FOR ACPD).
			4. Items proposed must meet the County’s standards for acceptable quality, especially with regard to durability.
				1. The determination may include an evaluation of certain sample items that may be identified by the County for evaluation of quality after bids are received.
				2. If sample items are required, all bidders who meet the Bidder Qualifications criteria will be requested to submit the sample items. Sample items must be identical to the items that are quoted in their RFQ bid responses.

Sample items shall be submitted at no charge to the County and will not be returned to Bidder.

If an item is determined to be unacceptable in the sole determination of the County, the item will be given no further consideration.

* + 1. Administrative Requirements:
			1. Provision of products:
				1. Items ordered by the County shall be provided in a timely and accurate manner. Orders must be confirmed by e-mail or telephone within two (2) business days unless otherwise agreed to by the County.
				2. Substitution of Items ordered:

Is only allowed if an item of equal or better quality is substituted at the same price, or lower, as the original item; and

(b) The County facility placing the order explicitly approves such substitution; or

(c) County has the right to refuse delivery on substituted items that are deemed to be of insufficient quality.

* + 1. Off/Non-Contract Products:

Off-contract products are those products without fixed contract pricing. For example, if a bidder provides contract pricing for Apparel, Linens, and Hygiene Products, then the same bidder is obligated to provide a guaranteed minimum fixed discount off of the bidder’s catalog(s) prices stated for Apparel, Linens, and Hygiene Products that are not on-contract. This discount must be valid for the duration of any agreement and will apply to any and all Apparel, Linens, and Hygiene Products ordered from the Contractor’s catalog(s) whether they be in print form or items available for ordering online. Contractor shall provide County the maximum discount possible from their catalog list price to match or improve on competitor’s retail prices for same exact product required by County. The primary objective is for each Contractor to provide its entire catalog(s) of products for the specific bid category they are awarded so that County agencies may order a broad range of products as appropriate for their needs with exceptions noted as excluded items.

## DELIVERABLES / REPORTS

* + - 1. Acceptable delivery response for items listed on Bid Forms will be within ten (10) business days unless Contractor advises otherwise in bid response and County facilities have agreed.
			2. Contractor shall possess (or have access to) a fleet of delivery trucks or access to a delivery service that can make deliveries of all items to Santa Rita Jail’s and Juvenile Justice Center’s delivery locations within 10 business days from receipt of order.
			3. Contractor shall contact the County at least 24 hours in advance before delivering the products.
			4. Contractor shall deliver products inside the storeroom at the specified delivery locations and never leave the products outside of the building(s) without specific direction from an authorized County employee.
				1. Contractor shall deliver products to:
1. Santa Rita County Jail, Orange Dock, 5325 Broder Boulevard, Dublin, CA 94568. Deliveries must be made between the hours of 7:00 AM Pacific Standard Time (PST) and 2:30 PM (PST) Monday through Friday.
2. Juvenile Justice Center, Back Loading Dock, 2500 Fairmont Drive, San Leandro, CA 94578-1005. Deliveries must be made between the hours of 7:00 AM Pacific Standard Time (PST) and 3:00 PM (PST) Monday through Friday.
3. Camp Wilmont Sweeney, 2600 Fairmont Drive, San Leandro, CA 94578. Deliveries must be made between the hours of 8:00 AM Pacific Standard Time (PST) and 3:00 PM (PST) Monday through Friday.
	* + - 1. Each delivery must include a packing slip that accurately lists the items delivered. The Contractor shall have a County employee sign-off on the delivery.
				2. Large Orders of four (4) cases or more must be on neatly stacked pallets with items clearly labeled.
				3. Every driver must complete and pass Appendix 3 – Security Site Clearance Form and be cleared before delivery services.
4. The County reserves the right to modify the delivery locations, at any time, providing 24-hour notice. The County will provide Contractor with written notice advising the new location and effective date for such change.
5. Back-ordered items must be confirmed with ACPD.
6. Delivery Non-Compliance Penalty

Contractor shall be charged a penalty fee of $150 per day for each business day beyond ten (10) days that the completed order is not received.

A $150 penalty will be imposed daily for deliveries that are delivered to the wrong location.

* + 1. Contractor shall provide the following Reports for the entire contract term at no cost to the County, should a contract be awarded as a result of the RFQ.
			1. Quarterly and annual reports of items purchased by:
				1. Individual item, and
				2. Category summary dollar volume/amount.
		2. ACSO and ACPD reserve the right to modify or change the type of reporting requested and the frequency that the reports are required.

## NETWORKING / BIDDERS CONFERENCES

* + 1. The Bidders Conference held on January 14, 2022 will have an online conference option enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at

[**RFQ 902048 Bidders Conference**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_OWRkNjA1YTgtMGIzNy00YWI1LWI5ZjAtZjVlZGJmNDQxZDhh%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%229b05bb24-d3d5-48ef-bdc2-f7fcfa008285%22%7d)

+1 415-915-3950,186653504# United States, San Francisco

(888) 715-8170, 186653504# United States (Toll-free)

Phone Conference ID: 186 653 504#

* + 1. In order to get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
		2. Networking/Bidders Conferences will be held to:
			1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFQ.
			2. Provide an opportunity for Bidders to ask specific questions about the project and request RFQ clarification.
			3. Provide the County with an opportunity to receive feedback regarding the project and RFQ.
		3. The list of Bidder Conference attendees will be released in a separate document.
		4. Only written questions submitted via email and by the stated deadline will be addressed in an RFQ Question and Answer (Q&A) following the Networking/Bidders Conference(s). Should there be a need to amend or revise the RFQ, an Addendum will be issued following the Networking/Bidders Conferences. The Q&A and Addendum are the final stance of the County.
		5. All questions regarding these specifications, terms and conditions are to be submitted in writing via e-mail by 5:00 p.m. on January 17, 2022 to:

Yulia Kukuyuk, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: Yulia.Kukuyuk@acgov.org

Phone: (510) 208-9615

* + 1. Potential Bidders are strongly encouraged to attend Networking/Bidders Conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a Networking/Bidders Conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a Networking/Bidders Conference is highly recommended but is not mandatory.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract which may be awarded to the Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:

* + 1. The contractor has complied with all terms of this RFQ; and
		2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. The contractor shall be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked Bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFQ response evaluation process (“Evaluation Process”), all Bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

* + - 1. The name of the Bidder being recommended for contract award; and
			2. The names of all other parties that submitted proposals.
		1. At the conclusion of the RFQ response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
		2. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by GSA.

## Bid Protest/Appeals Process

GSA-Procurement prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

* + 1. Any bid protest by any Bidder regarding any other Bid must be submitted in writing to the County’s GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Email: GSA-BidProtests@acgov.org, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
			1. The bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
			4. The County Agency/Department will notify all Bidders of the protest as soon as possible.
		2. Upon receipt of the written protest, GSA–Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA–Office of Acquisition Policy, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to GSA award date.

		The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the Bidder whether or not the recommendation to GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.
		3. The decision of the GSA-Office of Acquisition Policy on the bid protest may be appealed to the Auditor-Controller’s Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the GSA-Office of Acquisition Policy’s decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy’s decision. All appeals to the Auditor-Controller’s OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
			1. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
			2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the bid or, where appropriate, County contracting policies or other laws and regulations.
			3. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
			4. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
			5. The decision of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
		4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by GSA.
		5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder’s sole and exclusive remedy in the event of Bid Protest. A Bidder’s failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The term of the contract, which may be awarded pursuant to this RFQ, will be three (3) years.
		2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked Bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
		3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFQ at the end of any County Fiscal Year, for reason of non‑appropriation of funds. In such event, the County will give Contractor at least 30 days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
		4. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

## BRAND NAMES AND APPROVED EQUIVALENTS

* + 1. Any references to manufacturers, trade names, brand names and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer any equivalent product that meets or exceeds the specifications. Bids based on equivalent products must:
			1. Clearly describe the alternate offered and indicate how it differs from the product specified; and
			2. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this bid as PDF attachments to your online bid submission.
		2. The County reserves the right to be the sole judge of what is equal and acceptable and may require Bidder to provide additional information and/or samples.
		3. If Bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

## QUANTITIES

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

## PRICING

* + 1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.
		2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
		3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
		4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
		5. Taxes and freight charges:
			1. The County is soliciting a total price for this project. The price quoted shall be the total cost the County will pay for this project including all taxes (excluding Sales and Use taxes) and all other charges.
			2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid.
			3. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
			4. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
		6. All prices quoted shall be in United States dollars and “whole cent,” no cent fractions shall be used. There are no exceptions.
		7. Price quotes shall include any and all payment incentives available to the County.
		8. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
		9. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

## AWARD

* + 1. The award will be made to the lowest responsible Bidder who meets the requirements of these specifications, terms and conditions.
		2. Awards may also be made to the subsequent lowest responsible Bidders who will be considered the Back‑up Contractors and who will be called in ascending order of amount of their quotation.
		3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.

As a result of the County’s commitment to advance the economic opportunities of these businesses, **Bidders must meet the County’s Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

* [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
* [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): **314999, 315280, and 812331**.

A small business is defined by the [United States Small Business Administration](http://www.sba.gov/) (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business’s appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

* + 1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
		2. Any proposal/bids that contain false or misleading information may be disqualified by the County.
		3. The County reserves the right to award to a single or multiple Contractors.
		4. The County has the right to decline to award this contract or any part thereof for any reason.
		5. A contract must be negotiated, finalized, and signed by the recommended awardee prior to GSA approval.
		6. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

[**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)]

The template contains minimal Agreement boilerplate language only.

* + 1. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and Bidder’s proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

## METHOD OF ORDERING

* + 1. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, requestor name and phone number, ship to location, itemization of products and/or services with complete description (including model numbers, fabric and finish grade, description, color, etc.) and price per item and a summary of total cost for product, services, shipping and tax.
		2. Purchase Orders (Pos) and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to accept order(s) and/or perform services.
		3. Pos and payments for products and/or services will be issued only in the name of Contractor.
		4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
		5. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

## WARRANTY

* + 1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants that all products furnished hereunder shall be guaranteed for a period of 6 months from the date of acceptance by the County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
		2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
		3. County shall notify Contractor of any adjustments required to invoice.
		4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
		5. Contractor shall utilize standardized invoice upon request.
		6. Invoices shall only be issued by the Contractor who is awarded a contract.
		7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the Pos.
		8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder’s response to this RFQ and any contract which may arise pursuant to this RFQ.
		2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products and/or services offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
		3. Contractor account manager shall be familiar with County requirements and standards and work with the ACSO and ACPD to ensure that established standards are adhered to.
		4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded.

Contact Information for this RFQ:

Yulia Kukuyuk, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: Yulia.Kukuyuk@acgov.org

Phone: (510) 208-9615

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view current contracting opportunities.

## SUBMITTAL OF BIDS

* + 1. All bids must be completed and successfully uploaded through Alameda County EZSourcing Supplier Portal BY 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through the Alameda County EZSourcing Supplier Portal shall not extend the due date and time.
		2. Bidders **must** submit an electronic copy of their proposal and must be in a single file (PDF with Optical Character Recognition (OCR) preferred). Proposal shall include Exhibit A – Bid Response Packet, including additional required documentation.
		3. Bidders **must** submit pricing on the Excel Spreadsheet – Bid Form in EZSourcing Supplier Portal.
		4. No email (electronic) or facsimile bids will be considered.
		5. All costs required for the preparation and submission of a bid shall be borne by Bidder.
		6. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
		7. All other information regarding the bid responses will be held as confidential until such time as the General Services Agency has completed its evaluation, a recommended award has been made by the General Services Agency, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by GSA. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
		8. Each bid received, with the name of the Bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
		9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
		10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
		11. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
		12. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
		13. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

## RESPONSE FORMAT

* + 1. Bid responses must be submitted online through Alameda County EZSourcing Supplier Portal.
		2. Bid responses are to be straightforward, clear, concise and specific to the information requested.
		3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
		4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFQ may be subject to public disclosure.  County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: [**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>] for more information.

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* **As described in the submittal of bids section of this RFQ, Bidders must submit an electronic copy of the bid in PDF (with OCR preferred). The electronic copy must have all appropriate pages signed (**✍**).**
* **Each page of the Bid Response Packet must be submitted through the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidder must be submitted with such pages or items clearly marked “N/A” or the bid may be disqualified as incomplete.**
* **Bidders shall not modify the Bid Response Packet or any other County-provided document unless instructed to do so. Modifications Bidders are instructed to make include:**
	+ **On the cover page of the Bid Response Packet, Bidders must replace the information in BLUE font (name of Bidder organization, primary contact name, etc.).**
* **Bidder must quote price(s) as specified in the RFQ, including any addendums, and as specified in the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **event.**
* **Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.**
* **If a Bidder is making any clarifications, or taking exception to policies or specifications of this RFQ, these must be submitted in the *Exceptions and Clarifications* form of the Bid Response Packet in order for the bid response to be considered complete.**

 **Date of Submission**

**Name of Bidding Organization**

**Primary Contact Name**

**Primary Contact Title**

**Address 1**

**Address 2**

**City, State Zip Code**

**Phone Number**

**Email Address**

### BID RESPONSE PACKET

 RFQ No. 902048

INMATE APPAREL, LINENS,

AND HYGIENE SUPPLIES

#### BIDDER INFORMATION

Official Name of Bidder:

Street Address Line 1:

Street Address Line 2:

City:  State:  Zip Code:

Webpage:

Type of Entity / Organizational Structure (check one):

 [ ]  Corporation [ ]  Joint Venture [ ]  Partnership

 [ ]  Limited Liability Partnership [ ]  Limited Liability Corporation [ ]  Non-Profit / Church

 [ ]  Sole Proprietor

 [ ]  Other:

Jurisdiction of Organizational Structure:

Date of Organizational Structure:

Federal Tax Identification Number:

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:

Telephone Number:  Alternate Number:

E-mail Address:

#### BIDDER ACCEPTANCE

1. The undersigned declares and agrees that the Bid Documents, including, without limitation, the RFQ, Q&A, Addenda, and Exhibits have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFQ No. 902048 – INMATE APPAREL, LINENS, AND HYGIENE SUPPLIES.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, general County requirements, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
* [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

* [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

* [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

* [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)

[<http://acgov.org/auditor/sleb/overview.htm>]

* [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

* [**First Source**](http://acgov.org/auditor/sleb/sourceprogram.htm)

[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

* [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm)

[<http://acgov.org/auditor/sleb/elation.htm>]

* [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ.
2. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
4. The undersigned acknowledges ***ONE*** of the following (please check only one box):

[ ]  Bidder is not local to Alameda County and is ineligible for any bid preference; **or**

[ ]  Bidder is a certified SLEB at the time of bid submittal and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB Information Sheet](#SLEB_Info_Sheet)); **or**

[ ]  Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:

* Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
* Proof of six months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

**SIGNATURE:** ✍

Name/Title of Authorized Signer:

Dated this  day of  20

#### TABLE OF CONTENTS

**Instructions**: Bidder shall remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted shall be clearly marked *Table of Contents*.

#### LETTER OF TRANSMITTAL

**Instructions**: Bidder shall remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Bidder’s capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of its proposal and overall benefits to the County. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

**Maximum Length**: 2 pages

#### BID FORM

**Instructions**:Bidder must use the separate Excel Bid Form(s) provided.

**COST SHALL BE SUBMITTED AS REQUESTED ON THE EXCEL BID FORMS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes (excluding sales and use tax) and all other charges, including travel expenses, and is the maximum cost the County will pay for the term of any contract that is a result of this RFQ.

Quantities listed on Alameda County **Excel Bid Forms** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bidders can submit a bid either for the Inmate Apparel and Linens category (Bid Form A-1 and A-2) or for the Hygiene Supplies category (Bid Form A-3), or both; but is required to bid on all items listed on the bid form for each category.

Bid pricing on all line items are required. Partial bids are not acceptable.

By submission through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

**TABLE OF KEY PERSONNEL**

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Table of Key Personnel**. The table shall include all key personnel associated with the RFQ.

This table must include all key personnel who will provide services to the County, including collaborating partners. The table must include the following information for each key person:

1. The person’s relationship with Bidder, including job title and years of employment with Bidder;
2. Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address;
3. The role that the person will play in connection with the RFQ;
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

If a Bidder collaborates with any other partners or subcontractors, Bidder shall identify subcontractors, subcontractor qualifications, and how they plan to work together. Bidder(s) shall identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

**Maximum** **Length**: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae.

#### CREDENTIALS

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidders are to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFQ.

#### REFERENCES

**Instructions**: On the following pages are the templates that Bidders must use to provide references. Bidders are to provide a list of three (3) current references. References must be satisfactory as deemed solely by County. Services or goods provided by Bidder to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Bidders must verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Bidders submission.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

**REFERENCES**

RFQ No. 902048 - INMATE APPAREL, LINENS, AND HYGIENE SUPPLIES

Bidder Name:

|  |  |
| --- | --- |
| Company Name:       | Contact Person:       |
| Address:       | Telephone Number:       |
| City, State, Zip:       | E-mail Address:       |
| Services Provided / Date(s) of Service:       |

|  |  |
| --- | --- |
| Company Name:       | Contact Person:       |
| Address:       | Telephone Number:       |
| City, State, Zip:       | E-mail Address:       |
| Services Provided / Date(s) of Service:       |

|  |  |
| --- | --- |
| Company Name:       | Contact Person:       |
| Address:       | Telephone Number:       |
| City, State, Zip:       | E-mail Address:       |
| Services Provided / Date(s) of Service:       |

#### EXCEPTIONS AND CLARIFICATIONS

**Instructions**: On the following page is the **Exceptions and Clarifications** form. Bidders must use this form to identify any and all exceptions and/or clarifications to the RFQ and associated Bid Documents.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

**EXCEPTIONS AND CLARIFICATIONS**

RFQ No. 902048 - INMATE APPAREL, LINENS, AND HYGIENE SUPPLIES

Bidder Name:

List below requests for exceptions and clarification, if any, to the RFQ and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and clarifications and such exceptions and clarifications may be a basis for bid disqualification.

|  |  |
| --- | --- |
| **Reference to:** | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**EXAMPLE | **D** | **1.c.** | ***Vendor takes exception to…*** |
|       |       |       |       |
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\*Use additional pages as necessary

#### SLEB INFORMATION SHEET

**Instructions**: On the following page is the *SLEB Information Sheet*. Every Bidder must fill out and submit a signed SLEB Information Sheet, indicating their SLEB certification status. If Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement.  The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be complete at the time of bid submittal for SLEB primes and SLEB subcontractor(s).

* For SLEB Subcontracting Questions: Please contact the General Services Agency-Office of Acquisition Policy - Ratha Chuon, ratha.chuon@acgov.org, (510) 208-9617.
* For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.

SMALL LOCAL EMERGING BUSINESS (SLEB)

INFORMATION SHEET

**RFQ No. 902048 - INMATE APPAREL, LINENS, AND HYGIENE SUPPLIES**

**In order to meet the Small Local Emerging Business (SLEB) requirements of this RFQ, all Bidders must complete this form.**

**Bidders that are not certified SLEBS (for definition of a SLEB see** [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)**; [**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**]) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with, as evidence of a firm contractual commitment to meeting the SLEB participation requirement.**

**Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build capacity to eventually bid as a prime on their own.**

**Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).**

**County departments, prime and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with** [**Elation Systems**](http://www.elationsys.com/elationsys/)**; [**[**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**].**

|  |
| --- |
| **[ ]  BIDDER IS A CERTIFIED SLEB (sign at bottom of page)****SLEB BIDDER Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **NAICS Codes Included in Certification:**  |

**OR**

|  |
| --- |
| **[ ]  BIDDER IS NOT A CERTIFIED SLEB and will subcontract      % with the SLEB named below for the following goods/services:** **SLEB Subcontractor Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **SLEB Certification Status: [ ]  Small / [ ]  Emerging** **NAICS Codes Included in Certification:** **SLEB Subcontractor Principal Name:** **SLEB Subcontractor Principal Signature:** ? **Date:**  |

**Upon award, Bidder (the prime Contractor) and** **all SLEB subcontractors** agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_ Zip Code\_\_\_\_\_\_

##### Bidder Signature: ? Date:

**DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER)**

**The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principal, and any named and unnamed subcontractor:**

* **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
* **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
* **Does not have a proposed debarment pending; and**
* **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

**If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.**

BIDDER:

PRINCIPAL: TITLE:

SIGNATURE: DATE:

##### INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet, the Bidder agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the County, prior to award, and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFQ:

see next page for county of alameda

minimum insurance requirements

**CERTIFICATE C-1**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

|  |  |
| --- | --- |
| **TYPE OF INSURANCE COVERAGES** | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)Any Auto or Hired and Non-Owned AutosBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**As required by State of California  | WC: Statutory LimitsEL: No less than $1,000,000 per accident for bodily injury or disease |
| **D** | **Endorsements and Conditions**:1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed on behalf of the Grantee General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:

- Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.1. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
2. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 |

Certificate C-1 Form 2001-1

### Appendix 1

### PRODUCT SPECIFICATIONS AND REQUIREMENTS FOR ACSO

| **Item No.** | **Description** | **Lettering/ScreeningALL CAPS BLOCK LETTERING [color]** | **Size** |
| --- | --- | --- | --- |
| **1** | **JAIL UNIFORM SHIRT Style:** Outer Penal Wear, V-neck slip-on, pocket over left breast. V-neck, slip-on with self-material piping, one pocket over left breast, double needle lock stitched, and bar tacked, raglan sleeve, no buttons, squared bottom. Sleeve and bottom hems double folded and lock stitched. V-neck piping to be bias self-material single needle lock stitched with 2 bar tacks at neck. Bias to be cleanly finished with no raw edges exposed. **Color:** Postman Blue, Yellow, Orange, Green, Red & White Stripes, Brown & White Stripes, and Green & White Stripes, Red**Material:** 65/35 Cotton-Polyester blend, 7.5 oz. twill**Labels:** Color coded by size, woven polyester, 2.5"x1.25"**Other:** silk screened and tri-stitched (no chain stitching). **All seams 3 needle felled**. All 3 needle seams shall be cleanly finished and have no raw or frayed edges. Thread to be the same color as the fabric.  | **Front [black letters] (1" high): XL (appropriate size of garment), ALAMEDA (1” high)COUNTY (1” high)JAIL (1” high)Back [black letters] (2" high): P (2” high)ALAMEDA (2” high)COUNTY (2” high)JAIL (2” high)** | **10XL, 8XL, 6XL, 5XL, 4XL, 3XL, 2XL, XL, L, M** |
| **2** | **T-SHIRT (Men)****Style:** Crew-neck style, double stitch on sleeves and hem (no chain stitching)**Color:** Orange, Brown, Purple**Material**: Pre-shrunk 100% Cotton or 50%/50% cotton-polyester | **N/A** | **6XL, 5XL, 4XL, 3XL, 2XL** |
| **3** | **SWEAT SHIRT (Men and Women)****Style:** Crewneck**Color:** AshGray**Material:** Cotton/Poly blend**No pockets or drawstrings** | **N/A** | **3XL, 2XL, XL, L, M** |
| **4** | **JAIL UNIFORM PANTS** **Style:** Outer Penal Wear, thread same color as material, double-stitched (no chain-stitching), slip-on elastic waist with mock fly, no pockets. Elastic to be woven 1-1/2” heat resistant 26 gauge rubber. Elastic to be serged and double needle lock stitched to pants. Crotch/mock fly to be sewn serged, double needle lock stitches and bar tacked**Color:** Postman Blue, Red, Yellow, Orange, Green, Brown & White Stripes, Red & White Stripes, and Green & White Stripes**Material**: 65/35 Cotton-Polyester blend, 7.5 oz. twill**Labels:** Color coded by size, woven polyester, 2.5"x1.25"**Other:** silk screened and tri-stitched. Garment to have felled seams and triple (3 needle) stitches. All 3 needle seams shall be cleanly finished and have no raw or frayed edges. Leg hems to be double folded and lock stitched. Thread to be the same color as the fabric. Labels are to be woven polyester 2-1/2” x 1-1/4” color coded by size. | **Front [black letters]:XL (1" high, appropriate size of garment)ALAMEDA (1" high)COUNTY (1" high)JAIL (1" high)P (2" high)** | **10XL, 8XL, 6XL, 5XL, 4XL, 3XL,****2XL, XL, L, M** |
| **5** | **SWEAT PANTS (Men and Women)****Style:** Elastic Waist**Color:** AshGray**Material:** Cotton/Poly blendNo pockets or drawstrings | **N/A** | **3XL, 2XL, XL, L, M** |
| **6** | **MEN’S BOXERSStyle:** Boxer, heavy-weight elastic waist w/ 4" stitching, fly front, hem on leg opening**Color:** Orange, Brown**Material:** 55/45 Cotton-Polyester blend, heavy-weight fabric**Buttons not allowed** | **N/A** | **6XL, 5XL, 4XL, 3XL, 2XL, XL,** |
| **7** | **JACKETStyle:** Heavy duty, button front**Color:** Blue**Material:** Pre-shrunk, ***unlined*** denim**Other:** silk screened and tri-stitched**Buttons must be riveted, not sewn on** | **Front [black letters] (1" high): XL (appropriate size of garment), ALAMEDA COUNTYJAILBack [black letters]: P (2" high) ALAMEDA (1" high)COUNTY (1" high)JAIL (1" high)** | **M-3X****or****38-56** |
| **8** | **WOMEN’S SPORT BRASStyle:** T-Back/Razorback, no hooks or eyelets, no metal or plastic, elastic under band, double-fabric panel front**Color:** White**Material:** 90% Spandex/10% Cotton**Heavy Duty** | **N/A** | **S, M, L, XL, 2XL, 3XL, 4XL, 5XL, 6XL, 7XL** |
| **9** | **WOMEN’S PANTIES BRIEFSStyle:** Women's Full-cut Briefs w/ 1/2-in. Elastic Waistband, Double-panel and Leg Openings**Color:** Brown**Material:** 100% Cotton or Cotton-Polyester Blend | **N/A** | **5, 6, 7, 8, 9, 10, 11, 12, 13** |
| **10** | **SOCKS: MEN (per pair)Style:** Crew-Style, reinforced toe & cushioned sole, ½ in. Welt Top**Color:** Gray**Material:** 20/80 Poly/Cotton, 28-30 oz. | **N/A** | **Men: 10-15 only** |
| **11** | **EVA SHOES (Men, Women)Style:** Slip-On, EVA Clog**Color:** Orange**Material:** Ethylene-vinyl acetate**Closed Back, Lightweight, Slip-Resistant** | **N/A** | **S-3XL****(Size 5-16)** |
| **12** | **BLANKETS****Style:** One-piece construction, tight weave, 6" selvage sides, stitched ends**Color:** White**Material:** Tight Weave cotton**Non-Allergenic, Machine washable** | **N/A** | **66" x 90"** |
| **13** | **SHEETSStyle:** Muslin Sheet, 130 thread count +/- 5%**Color:** Navy**Material:** 55/45 Cotton-Polyester Blend & Bleached**1" Top & Bottom Hem; Sides Hemmed or Selvage, No Iron** | **N/A** | **58"x90"** |
| **14** | **PILLOWCASEStyle: Muslin, 130 thread count +/- 5%****Color:**  White **Material:** 50/50 Cotton-Polyester Blend**No Iron** | **N/A** | **20"x30"** |
| **15** | **PILLOWStyle:** Seams double-needle sewn, **Color: No preference****Material:** 100% virgin 18-oz. polyester core, vinyl cover**Cover must be flame-resistant, anti-bacterial, anti-fungal, waterproof, meets NFPA 701** | **N/A** | **20" x 26"** |
| **16** | **WOMEN’S NIGHTGOWN****Style:** Crew**Color:** Gray**Material:**  Pre-shrunk 100% Cotton or 50%/50% cotton-polyester**Long cover-up** | **N/A** | **Plus Size****(3X-6X)****Regular Size****(S-2X)** |
| **17** | **BATH TOWELS5.75 or 10.5 lbs. weightColor:** Brown, Orange**Material:**100% cotton, terry cloth**Hemmed sides, Single cammed border** | **N/A** | **22" x 44" 5.75 lb. weight** |
| **18** | **WASHCLOTHStyle: 0.75 lb. or 6.75 lbs. weight****Color:** Navy**Material:** 100% cotton, terry cloth | **N/A** | **12" x 12" 0.75 lb. weight** |
| **19** | **WORK BOOTSStyle:** Ankle Height**Color:** Black or Brown**Material:** Leather Upper with Non-Slip Rubber Tread**6-Inch** | **N/A** | **Mens Whole & Half Sizes 6-11****Mens Whole Sizes 12-14** |
| **20** | **RUBBER BOOTS****Style:** Knee-High, Waterproof**Color:** Black**Material:** Rubber**One-Piece, Non-Slip** | **N/A** | **Mens Whole Sizes 5-15** |
| **21** | **EVA SANDALS (Men, Women)Style:** Slip-On EVA Slide**Color:** Orange**Material:** Ethylene-vinyl acetate**One-Piece, Open-Back, Open-Toe, Lightweight,Slip Resistant & Water Resistant** | **N/A** | **Whole Sizes****S-3XL****(5-16)** |
| **22** | **SAFETY BLANKETStyle:** Suicide Prevention Quilted Blanket**Color:** Dark Green**Material:** 650 Denier Polyester Face with Quilted Polyester Interior Batting**Heavy-Duty, Tear Resistant, Quilted, 1-inch Box Lockstitch** |  | **60” x 85”** |
| **23** | **SAFETY SMOCK****Style**: Full-Coverage, Suicide Prevention Quilted Smock, One Piece**Color**: Dark Green**Material**: 650 Denier Polyester Face with Quilted Polyester Interior Batting**Adjusts to Fit with Hook & Loop Fasteners, Heavy-Duty, Tear Resistant, Quilted with Lockstitch** |  | **One-Size fits most, up to 300 lbs** |

### appendix 2

### PRODUCT SPECIFICATIONS AND REQUIREMENTS FOR ACPD

| **Item No.** | **Description** | **Lettering/ScreeningALL CAPS BLOCK LETTERING [color]** | **Size** |
| --- | --- | --- | --- |
| **1** | **SWEAT PANTS (Men and Women)****Style: Elastic Waist****Color:** Charcoal Gray**Material:** 55/45Cotton/Poly blendNo pockets or drawstrings | **N/A** | **5XL, 4XL, 3XL, 2XL, XL,****L, M, S** |
| **2** | **T-SHIRTS (Men and Women)****Style:** Crew-neck style**Color:** Irish Green**Material**: 50/50 Cotton Poly blend**Other:** No pockets or zip | **N/A** | **5XL, 4XL, 3XL, 2XL,****XL, L, M, S** |
| **3** | **POLO SHIRTS (Men and Women)****Color:** Forrest Green**Material**: 50/50 Cotton Poly blend**Other:** No pockets or zip | **N/A** | **5XL, 4XL, 3XL, 2XL, XL,****L, M, S** |
| **4** | **TROUSERS (Men and Women)****Style:** Mock fly pants, adjustable waist**Color:** Khaki**Material**: 35/65 Cotton Poly blend**Other:** No pockets or zip | **N/A** | **5XL, 4XL, 3XL, 2XL,****XL, L, M, S** |
| **5** | **SHORTS (Men and Women)****Style:** Knee-Length 7" inseam**Color:**  Khaki**Material:** 35/65 Cotton Poly blend | **N/A** | **5XL, 4XL, 3XL, 2XL, XL,****L, M, S** |
| **6** | **MEN’S BOXERSStyle:** Boxer, elastic waist, fly front, hem on leg opening**Color:** White**Material:** 35/65 Cotton Poly blendButtons not allowed | **N/A** | **5XL, 3XL, XL, L, M, S** |
| **7** | **WOMEN’S SPORT BRASStyle:** T-Back/Razorback, no hooks or eyelets, no metal or plastic, elastic under band, double-fabric panel front**Color:** White**Material:** 35/65 Cotton Poly blend | **N/A** | **32, 34, 36, 38, 44, 46** |
| **8** | **ATHLETIC SHORTS (Men and Women)****Style:** Knee-Length, 9" inseam**Color:** Black**Material:** 100% polyester | **N/A** | **S, M, L, XL, 2XL, 3XL, 5XL** |
| **9** | **SANDALS(Men and Women)****Style:** Seva Slip-On**Color:** Black**Material:** Ethylene-vinyl acetateOne-Piece, Open-Back, Open-Toe, Lightweight,Slip Resistant & Water Resistant | **N/A** | **S, M, L, XL, 2XL, 3XL** |
| **10** | **LAUNDRY BAG****Style:** Velcro**Color:** White**Material:** Heavy-Duty, Tear Resistant | **N/A** | **18" x 24"** |
| **11** | **WOMEN’S PANTIESStyle:** Women's Full-cut Briefs w/ 1/2-in. Elastic Waistband, Double-panel and Leg Openings**Color:** White**Material:** 100% Cotton  | **N/A** | **5, 6, 7, 8, 9, 10** |
| **12** | **SPORT SOCKSStyle:** Crew-Style, reinforced toe & cushioned sole, ½ in. Welt Top**Color:** White**Material:** 20/80 Poly/Cotton, 28-30 oz. | **N/A** | **10-13** |
| **13** | **SHOES (Men and Women)Style:** Clear Sole, Valcro Close**Color:** Black**Material:** Ethylene-vinyl acetate | **N/A** | **Whole & Half Sizes 4-11****Whole Sizes 12-14** |
| **14** | **SWEAT SHIRTS (Men and Women)****Style:** Crewneck**Color:** Charcoal Gray**Material:** 55/45Cotton/Poly blendNo pockets or drawstrings | **N/A** | **S, M, L, XL, 2XL, 3XL, 5XL** |
| **15** | **SHORTS (Men and Women)****Style:** Knee-Length 7" inseam**Color:**  Black**Material:** 35/65 Cotton Poly blend | **N/A** | **5XL, 4XL, 3XL, 2XL, XL,****L, M, S** |

### appendix 3

### SECURITY SITE CLEARANCE FORM FOR ACSO

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