

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

Date Issued 01/21/09
RFB No. 3579

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING AND CONTRACTING
COUNTY OF SAN DIEGO, **RFB NO. 3579**
10089 WILLOW CREEK RD, STE 150
SAN DIEGO, CA 92131

FOR INFORMATION, PLEASE CALL
JOYCE FALCAO
PROCUREMENT SPECIALIST
TEL: 858-537-2567
BID OPENING DATE: **FEBRUARY 6, 2009**

FOR DELIVERY: CONTACT Dana Parrino at 619-401-3758.

Bids must be received at the
upper left address prior to 11:00 A.M.
on the date of the Bid Opening.
PLEASE STATE YOUR LOWEST PRICE,
F.O.B. DESTINATION AND
BRAND NAME OR TRADE NAME
IF APPLICABLE.
(PLEASE USE TYPEWRITER OR BLACK INK)
Envelope must include RFB No. 3579

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

DESCRIPTION

THE COUNTY OF SAN DIEGO HAS A REQUIREMENT FOR CONSTRUCTION, ASSEMBLY AND INSTALLATION OF CHILDREN'S FURNITURE FOR A ONE (1) YEAR TERM PERIOD WITH FOUR (4) ONE-YEAR COUNTY OPTIONS. THE TYPES OF FURNITURE, SPECIFICATIONS & QUANTITIES REQUIRED ARE IN ACCORDANCE WITH THIS STATEMENT OF WORK AND PRICING SCHEDULE.

BASE TERM PERIOD: DATE OF AWARD THRU DECEMBER 31, 2009
1ST OPTION PERIOD: JANUARY 1, 2010 THRU DECEMBER 31, 2010
2ND OPTION PERIOD: JANUARY 1, 2011 THRU DECEMBER 31, 2011
3RD OPTION PERIOD: JANUARY 1, 2012 THRU DECEMBER 31, 2012
4TH OPTION PERIOD: JANUARY 1, 2013 THRU DECEMBER 31, 2013

ALL ITEMS MUST BE BID. PRICING SUBMITTED IS TO REMAIN FIRM FOR THE BASE PERIOD AND ALL OPTION YEARS.

A BLANKET PURCHASE AGREEMENT (BPA) WILL BE ISSUED TO ALLOW THE DEPARTMENT TO RELEASE ORDERS AS REQUIRED.

Bidder acknowledges Addendum No. 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

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

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

Street, City, State, Zip

Telephone: ()
Fax Number ()

SIGNATURE
OFFEROR DATE

NOTIFICATION OF AWARD
(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:

COUNTY OF SAN DIEGO
BY: DATE

WINSTON F. McCOLL, Director

TOTAL AMOUNT

AWARD NO.

NAME AND TITLE OF CONTRACTING OFFICER

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REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with bid or proposal.

1 NOT-FOR-PROFIT ORGANIZATIONS, attach proof of status and omit Paragraph 2.

2 BUSINESS REPRESENTATION

2.1 DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

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

2.2 REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

(Mark all applicable blanks). This offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 1.1.

I am currently certified by (Government Agency):

Certification #:

3 CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

(Bidder) (Proposer) hereby certifies to the best of its knowledge that it or any of its officers:

3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

3.2 Have not within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

3.3 Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 3.2 of this certification; and

3.4 Have not within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR BIDS OR PROPOSALS

Purchasing and Contracting Representations and Certifications Form (P&CREP&CERTSRM) (June 19, 2000)

4 CERTIFICATE OF CURRENT COST OR PRICING

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

5 CERTIFICATE OF INDEPENDENT PRICING

5.1 By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

5.2 The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other bidder or offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements: and

5.3 Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

5.4 No attempt has been made or will be made by the bidder or proposal to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

6.0 TAX IDENTIFICATION NUMBER

(Corporations) Federal Tax I.D. #:

(Individuals) Social Security #:

CERTIFICATION:

The information furnished in Paragraph 1 through 6 is certified to be factual and correct as of the date submitted.

NAME

TITLE

SIGNATURE

DATE

SECTION A
PRICING SCHEDULE
BASE TERM PERIOD – DATE OF AWARD THROUGH DECEMBER 31, 2009

BEDS: MUST MEET CONSUMER PRODUCT SAFETY COMMISSION STANDARDS Pg.A-17-A18

ITEM NO	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
1	BABY CRIB	2			
2	BABY CRIB INNER SPRING MATTRESS	2			
3	TODDLER BED, HARDWOOD OR METAL, STAINED OR PAINTED MUST HAVE SAFETY RAIL.	5			
4	TODDLER BED, INNER SPRING MATTRESS	5			
5	TWIN BED, METAL FRAME	20			
6	TWIN HIGH-DENSITY FIRM FOAM MATTRESS AND BOX SPRING	50			
7	TWIN/TWIN BUNKBED WITH RAILS, HARDWOOD, STAINED OR PAINTED	15			
8	TWIN/ FULL BUNKBED WITH RAILS, HARDWOOD, STAINED OR PAINTED	3			
9	FULL INNER SPRING MATTRESS AND BOX-SPRING	8			
10	TRUNDLE/DAYBED, FULL METAL FRAME	5			

MATTRESSES: MUST MEET CALIFORNIA FIRE MARSHALL CODES:

TYPE	THICKNESS
INNER SPRING MATTRESS	5 ½" TO 6 1/2"
HIGH DENSITY FIRM FOAM	4" TO 7 1/2"
BOX-SPRING	5 ½" TO 9"

**CHILDREN'S BEDROOM DRESSERS: MUST MEET CONSUMER PRODUCT SAFETY COMMISSION
STANDARDS Pg.A-17-A18**

ITEM	DESCRIPTION	ESTIMATED QUANTITY.	UNIT PRICE	EXTENDED PRICE
1	4 DRAWER-CHEST LAMINATED WOOD HEIGHT - 38" - 50" WIDTH - 32" - 40" DEPTH - 18" - 22"	7		
2	5 DRAWER-CHEST LAMINATED WOOD HEIGHT - 42" - 56" WIDTH - 32" - 40" DEPTH - 18" - 22"	3		

TOTAL FOR BASE TERM PERIOD _____

TRANSFER TO PAGE.A-15

SECTION A
PRICING SCHEDULE

FIRST OPTION PERIOD – JANUARY 1, 2010 THROUGH DECEMBER 31, 2010

BEDS: MUST MEET CONSUMER PRODUCT SAFETY COMMISSION STANDARDS Pg.A-17-A18

ITEM NO	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	BABY CRIB	2			
2.	BABY CRIB INNER SPRING MATTRESS	2			
3.	TODDLER BED, HARDWOOD OR METAL, STAINED OR PAINTED MUST HAVE SAFETY RAIL.	5			
4.	TODDLER BED, INNER SPRING MATTRESS	5			
5.	TWIN BED, METAL FRAME	20			
6.	TWIN HIGH-DENSITY FIRM FOAM MATTRESS AND BOX SPRING	50			
7.	TWIN/TWIN BUNKBED WITH RAILS, HARDWOOD, STAINED OR PAINTED	15			
8.	TWIN/ FULL BUNKBED WITH RAILS, HARDWOOD, STAINED OR PAINTED	3			
9.	FULL INNER SPRING MATTRESS AND BOX-SPRING	8			
10.	TRUNDLE/DAYBED, FULL METAL FRAME	5			

MATTRESSES: MUST MEET CALIFORNIA FIRE MARSHALL CODES:

TYPE	THICKNESS
INNER SPRING MATTRESS	5 ½" TO 6 1/2"
HIGH DENSITY FIRM FOAM	4" TO 7 1/2"
BOX-SPRING	5 ½" TO 9"

**CHILDREN'S BEDROOM DRESSERS: MUST MEET CONSUMER PRODUCT SAFETY COMMISSION
STANDARDS Pg.A-17-A18**

ITEM	DESCRIPTION	ESTIMATED QUANTITY.	UNIT PRICE	EXTENDED PRICE
1.	4 DRAWER-CHEST LAMINATED WOOD HEIGHT - 38" - 50" WIDTH - 32" - 40" DEPTH - 18" - 22"	7		
2,	5 DRAWER-CHEST LAMINATED WOOD HEIGHT - 42" - 56" WIDTH - 32" - 40" DEPTH - 18" - 22"	3		

TOTAL FOR FIRST OPTION PERIOD _____

TRANSFER TO PAGE.A-15

SECTION A
PRICING SCHEDULE

SECOND OPTION PERIOD – JANUARY 1, 2011 THROUGH DECEMBER 31, 2011

BEDS: MUST MEET CONSUMER PRODUCT SAFETY COMMISSION STANDARDS Pg.A-17-A18

ITEM NO	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	BABY CRIB	2			
2.	BABY CRIB INNER SPRING MATTRESS	2			
3.	TODDLER BED, HARDWOOD OR METAL, STAINED OR PAINTED MUST HAVE SAFETY RAIL.	5			
4.	TODDLER BED, INNER SPRING MATTRESS	5			
5.	TWIN BED, METAL FRAME	20			
6.	TWIN HIGH-DENSITY FIRM FOAM MATTRESS AND BOX SPRING	50			
7.	TWIN/TWIN BUNKBED WITH RAILS, HARDWOOD, STAINED OR PAINTED	15			
8.	TWIN/ FULL BUNKBED WITH RAILS, HARDWOOD, STAINED OR PAINTED	3			
9.	FULL INNER SPRING MATTRESS AND BOX-SPRING	8			
10.	TRUNDLE/DAYBED, FULL METAL FRAME	5			

MATTRESSES: MUST MEET CALIFORNIA FIRE MARSHALL CODES:

TYPE	THICKNESS
INNER SPRING MATTRESS	5 ½" TO 6 1/2"
HIGH DENSITY FIRM FOAM	4" TO 7 1/2"
BOX-SPRING	5 ½" TO 9"

**CHILDREN'S BEDROOM DRESSERS: MUST MEET CONSUMER PRODUCT SAFETY COMMISSION
STANDARDS Pg.A-17-A18**

ITEM	DESCRIPTION	ESTIMATED QUANTITY.	UNIT PRICE	EXTENDED PRICE
1.	4 DRAWER-CHEST LAMINATED WOOD HEIGHT - 38" - 50" WIDTH - 32" - 40" DEPTH - 18" - 22"	7		
2.	5 DRAWER-CHEST LAMINATED WOOD HEIGHT - 42" - 56" WIDTH - 32" - 40" DEPTH - 18" - 22"	3		

TOTAL FOR SECOND OPTION PERIOD _____

TRANSFER TO PAGE.A-15

SECTION A
PRICING SCHEDULE

THIRD OPTION PERIOD – JANUARY 1, 2012 THROUGH DECEMBER 31, 2012

BEDS: MUST MEET CONSUMER PRODUCT SAFETY COMMISSION STANDARDS Pg.A-17-A18

ITEM NO	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	BABY CRIB	2			
2.	BABY CRIB INNER SPRING MATTRESS	2			
3.	TODDLER BED, HARDWOOD OR METAL, STAINED OR PAINTED MUST HAVE SAFETY RAIL.	5			
4.	TODDLER BED, INNER SPRING MATTRESS	5			
5.	TWIN BED, METAL FRAME	20			
6.	TWIN HIGH-DENSITY FIRM FOAM MATTRESS AND BOX SPRING	50			
7.	TWIN/TWIN BUNKBED WITH RAILS, HARDWOOD, STAINED OR PAINTED	15			
8.	TWIN/ FULL BUNKBED WITH RAILS, HARDWOOD, STAINED OR PAINTED	3			
9.	FULL INNER SPRING MATTRESS AND BOX-SPRING	8			
10.	TRUNDLE/DAYBED, FULL METAL FRAME	5			

MATTRESSES: MUST MEET CALIFORNIA FIRE MARSHALL CODES:

TYPE	THICKNESS
INNER SPRING MATTRESS	5 ½" TO 6 1/2"
HIGH DENSITY FIRM FOAM	4" TO 7 1/2"
BOX-SPRING	5 ½" TO 9"

SECTION A
PRICING SCHEDULE

**CHILDREN'S BEDROOM DRESSERS: MUST MEET CONSUMER PRODUCT SAFETY COMMISSION
STANDARDS Pg.A-17-A18**

ITEM	DESCRIPTION	ESTIMATED QUANTITY.	UNIT PRICE	EXTENDED PRICE
1.	4 DRAWER-CHEST LAMINATED WOOD HEIGHT - 38" - 50" WIDTH - 32" - 40" DEPTH - 18" - 22"	7		
2.	5 DRAWER-CHEST LAMINATED WOOD HEIGHT - 42" - 56" WIDTH - 32" - 40" DEPTH - 18" - 22"	3		

TOTAL FOR THIRD OPTION PERIOD _____

TRANSFER TO PAGE.A-15

SECTION A
PRICING SCHEDULE

FOURTH OPTION PERIOD – JANUARY 1, 2013 THROUGH DECEMBER 31, 2013

BEDS: MUST MEET CONSUMER PRODUCT SAFETY COMMISSION STANDARDS Pg.A-17-A18

ITEM NO	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	BABY CRIB	2			
2.	BABY CRIB INNER SPRING MATTRESS	2			
3.	TODDLER BED, HARDWOOD OR METAL, STAINED OR PAINTED MUST HAVE SAFETY RAIL.	5			
4.	TODDLER BED, INNER SPRING MATTRESS	5			
5.	TWIN BED, METAL FRAME	20			
6.	TWIN HIGH-DENSITY FIRM FOAM MATTRESS AND BOX SPRING	50			
7.	TWIN/TWIN BUNKBED WITH RAILS, HARDWOOD, STAINED OR PAINTED	15			
8.	TWIN/ FULL BUNKBED WITH RAILS, HARDWOOD, STAINED OR PAINTED	3			
9.	FULL INNER SPRING MATTRESS AND BOX-SPRING	8			
10.	TRUNDLE/DAYBED, FULL METAL FRAME	5			

MATTRESSES: MUST MEET CALIFORNIA FIRE MARSHALL CODES:

TYPE	THICKNESS
INNER SPRING MATTRESS	5 ½" TO 6 1/2"
HIGH DENSITY FIRM FOAM	4" TO 7 1/2"
BOX-SPRING	5 ½" TO 9"

**CHILDREN'S BEDROOM DRESSERS: MUST MEET CONSUMER PRODUCT SAFETY COMMISSION
STANDARDS Pg.A-17-A18**

ITEM	DESCRIPTION	ESTIMATED QUANTITY.	UNIT PRICE	EXTENDED PRICE
1.	4 DRAWER-CHEST LAMINATED WOOD HEIGHT - 38" - 50" WIDTH - 32" - 40" DEPTH - 18" - 22"	7		
2.	5 DRAWER-CHEST LAMINATED WOOD HEIGHT - 42" - 56" WIDTH - 32" - 40" DEPTH - 18" - 22"	3		

TOTAL FOR FOURTH OPTION PERIOD _____

TRANSFER TO PAGE.A-15

SECTION A
PRICING SCHEDULE

PRICING SUMMARY PAGE

Initial Term Period Total	
First Option Period Total	
Second Option Period Total	
Third Option Period-Total	
Fourth Option Period-Total	
Grand Total (Basis of Award)	

SECTION A
PRICING SCHEDULE

STATEMENT OF WORK

CHILDREN'S BEDS: TO INCLUDE STANDARD SIZE TWIN BEDS, BUNK BEDS AND BABY CRIBS.
MUST INCLUDE STANDARD SIZE MATTRESS AND BOX SPRING MEETING CODES, AND METAL
FRAME WITH CASTER WHEELS. BUNK BED FRAMES CAN BE METAL OR WOOD (PINE). CRIB SLATS
MUST BE NO WIDER THAN 2 3/8 INCHES.

PARTICLE BOARD CHEST OF DRAWERS.

QUALITY OF ALL MATERIALS MUST BE ACCEPTABLE TO THE USING DEPARTMENT

NO LEAD IN PAINT TO BE USED IN ANY OF THE FURNITURE

ALL FURNITURE MUST BE NEW, NO PLYWOOD CONSTRUCTION IN BEDS

MATTRESSES MUST MEET THE CA DEPT OF CONSUMER AFFAIRS TECHNICAL BULLETIN #603 (SEE
PAGE A-20)

FOAM MUST BE HIGH DENSITY FIRM AND MEET CA FIRE MARSHALL CODE

BUNK BEDS MUST MEET SAFETY COMMISSION TITLE 16- PART 1513(SEE PAGE A-18)

LADDERS FOR BUNK BEDS SHOULD BE NON-DETACHABLE AND VERY STURDY

VENDOR MUST BE ABLE TO DELIVER FURNITURE WITHIN 48 HOURS OF PHONE ORDER
ANYWHERE IN THE COUNTY OF SAN DIEGO.

ASSEMBLY REQUIRED AND PRICING TO INCLUDE ASSEMBLY

TERM IS 1 BASE YEAR PLUS FOUR (4) 1 YEAR OPTION

DO NOT INCLUDE SALES TAX IN THE PRICING.

Note:

Vendors may be asked to deliver the furniture to the home of the caregiver. Some times the caregivers will make arrangements to pick up the furniture from the vendor. Most pick-ups and deliveries will occur during the normal business hours. Some flexibility is requested and we may occasionally request after hours work. Vendors must be open on the weekends because relative placements can occur any day of the week.

It is preferred that the vendor's distribution location is within East County to allow easy services delivery to the families. East Region serves families living in La Mesa to the border of Imperial County, including outlying rural areas such as Alpine, Jacumba, Campo, Tecate, Descanso, etc. Please see the attached map of East County to see the entire area in need of service.

SECTION A

Title 16: Commercial Practices PART 1513—REQUIREMENTS FOR BUNK BEDS

§ 1513.3 Requirements.

- (a) *Guardrails.* (1) Any bunk bed shall provide at least two guardrails, at least one on each side of the bed, for each bed having the underside of its foundation more than 30 inches (760 mm) from the floor.
- (2) One guardrail shall be continuous between each of the bed's end structures. "Continuous" means that any gap between the guardrail and end structure shall not exceed 0.22 inches (5.6 mm) (so as to not cause a finger entrapment hazard for a child).
- (3) The other guardrail may terminate before reaching the bed's end structures, providing there is no more than 15 inches (380 mm) between either end of the guardrail and the nearest bed end structure.
- (4) For bunk beds designed to have a ladder attached to one side of the bed, the continuous guardrail shall be on the other side of the bed.
- (5) Guardrails shall be attached so that they cannot be removed without either intentionally releasing a fastening device or applying forces sequentially in different directions.
- (6) The upper edge of the guardrails shall be no less than 5 inches (130 mm) above the top surface of the mattress when a mattress of the maximum thickness specified by the manufacturer's instructions is on the bed. This requirement does not prohibit a wall-side guardrail that terminates in a quarter-circle bend and attaches to the side rail of the upper bunk foundation.
- (7) With no mattress on the bed, there shall be no openings in the structure between the lower edge of the uppermost member of the guardrail and the underside of the upper bunk's foundation that would permit passage of the wedge block shown in Figure 1 of this part when tested in accordance with the procedure at § 1513.4(a). (b) *Bed end structures.* (1) The upper edge of the upper bunk end structures shall be at least 5 inches (130 mm) above the top surface of the mattress for at least 50 percent of the distance between the two posts at the head and foot of the upper bunk when a mattress and foundation of the maximum thickness specified by the manufacturer's instructions is on the bed.
- (2) With no mattress on the bed, there shall be no openings in the rigid end structures above the foundation of the upper bunk that will permit the free passage of the wedge block shown in Figure 1 when tested in accordance with the procedure at § 1513.4(b).
- (3) When tested in accordance with § 1513.4(c), there shall be no openings in the end structures between the underside of the foundation of the upper bunk and upper side of the foundation of the lower bunk that will permit the free passage of the wedge block shown in Figure 1, unless the openings are also large enough to permit the free passage of a 9-inch (230-mm) diameter rigid sphere.
- (4) All portions of the boundary of any opening required by §§ 1513.4(c)(1) and (2) to be probed by the wedge block of Figure 1, and that permits free passage of a 9-inch diameter sphere, must conform to the neck entrapment requirements of § 1513.4(c)(3).

SECTION A

Retailers Prepare for New California Mattress Flammability Law

Technical Bulletin 603 Open-Flame Resistance Standard Effective Jan. 1, 2005

Retailers of mattresses, mattress/box springs sets and futons should be aware that California's new flammability standard for these products -- called Technical Bulletin 603 (TB 603) -- takes effect Jan. 1, 2005.

The law requires that all mattresses, mattress/box springs sets and futons manufactured on or after Jan. 1, 2005, for sale to California consumers be certified by the manufacturer to comply with TB 603. The law also requires such products to meet certain new labeling requirements.

TB 603-compliant products offer significantly increased fire safety for consumers. Mattresses, mattress/box springs sets and futons that meet the standard must resist burning intensely after being exposed to an open flame. This protection is in addition to the federal standard requiring mattresses to resist smoldering cigarettes. The federal cigarette-smolder standard remains in effect.

Although the new regulations kick in Jan. 1, 2005, products that meet the new standard began reaching stores in mid-2004. Manufacturers are marketing the enhanced fire safety of these open-flame-resistant product lines.

Enforcement of Technical Bulletin 603

The California Department of Consumer Affairs' Bureau of Home Furnishings and Thermal Insulation (BHFTI) will be enforcing the new Technical Bulletin 603 law, and bedding retailers should be aware of their responsibilities under this law.

"For retailers, the bottom line is to make sure products covered by the new law are certified by a reputable manufacturer to meet Technical Bulletin 603," said Brian Stiger, chief of BHFTI. "If it was manufactured in 2005, it has to be TB 603-compliant. These products must also have a law label that includes the date of manufacture and a TB 603 compliance statement."

Starting in 2005, it will be against the law for retailers to sell products built in 2005 that don't meet TB 603.

Beginning in 2005, the bureau will inspect retail stores to verify compliance with the Technical Bulletin 603 regulations. Inspectors will check for proper labeling of products covered by the law. In some cases, products may be tested to assess whether they meet TB 603. Business records such as invoices, which must be available for inspection, may be consulted to verify merchandise was manufactured prior to Jan. 1, 2005.

Violations could result in the retailer being cited, fined, ordered to withhold products from sale, and having its license revoked. (All bedding retailers must be licensed by the state.)

Retailers Can Continue to Sell Prior-Year Products

After the new law takes effect, retailers can continue to still sell mattresses, mattress/box springs sets and futons manufactured prior to Jan. 1, 2005, as long the products meet the flammability and labeling requirements in effect when they were manufactured.

SECTION A

SECURITY

1. Security is of great concern to the County. The Contractor is advised that failure to fully comply with the security requirements of this contract shall result in the termination for default of this contract.
2. All persons performing duties under this contract shall be in uniform while working on County properties. Uniforms shall consist of a clean shirt with the company name clearly printed on it. A visible County issued identification (I D) card will also be worn at all times when entering County facilities or property.
3. All persons performing duties under this contract shall be acceptable to the County. This will include all contractors staff, all owners of sole proprietorships, members of partnerships or joint ventures; principals of corporations and all others who might have access to County facilities without the supervision of a County employee. County reserves the right to remove anyone found unacceptable. (Note: children are not allowed to accompany any one who has been cleared to enter facilities).
4. Acceptability shall be determined by a background investigation as well as the County's previous experience with the individual (if applicable).
5. As a result of the continuing failure of County Custodial Vendors to comply with security requirements, the County is instituting a zero tolerance for security breaches at the option of the County, pursuant to Article 7.
6. Any one instance of a vendor employee violating county security requirements will result in the employee being barred from county sites.

SECURITY CLEARANCE REQUIREMENTS

1. All persons employed under this contract shall undergo a County conducted background investigation as part of this process to determine acceptability.
2. Contractor shall submit a complete background check package for each employee (including any Sub Contractor) who is to work on County site. A complete background package includes:
 - a. A complete signed Security Clearance Request Form.
 - b. A clean, legible copy of Social Security Card or Social Security Administration abstract.
 - c. A clean, legible copy of a Driver's license, or State-issued Identification Card.
 - d. For employees who are not citizens of the United States: either a Resident Alien Card or valid form of picture identification.
 - e. For employees authorized for electronic access, a complete Access Registration Form.
3. The background check costs \$20.00 dollars per employee. Submit one check covering the cost for all employees payable to: Sheriff, County of San Diego.
4. Obtain a Livescan Request Application from Department of General Services Security. Along with the application you shall receive information on various Livescan locations and fees.
5. A \$32.00 payment, per employee, is required by the Department of Justice and shall be collected by Livescan operator.
6. The Contractor identification card costs \$5.15 per employee or \$15.00 per employee with an access card. Submit one check covering the cost for all employees payable to: Department of General Services, County of San Diego. General Service shall take the pictures for your staff or you may supply digital pictures on disk. The pictures must be saved as "Last Name, First Name." The pictures must also be in a JPG/JPEG file format.
7. These fees are determined by the Sheriff Department, State of California, and Department of General Services and are subject to change at any time.
8. Submit complete package to the C.O.T.R. for processing. Expect processing time to be at least 3-4 weeks. NO INCOMPLETE PACKAGES SHALL BE ACCEPTED.
9. All fees are subject to change without notice.

COUNTY ISSUED I.D. CARDS

1. County issued I.D. Cards are to be worn at all times during the performance of duties under this contract. The purpose of the card is to immediately identify the wearer as an individual who is authorized to enter County facilities for the performance of contractual duties. The wearer will not escort or bring any other individuals into County Facilities.
2. County issued I.D. Cards are for the exclusive use of the individual named and pictured on the card.
3. The I.D. Cards will remain the property of the County and are returnable upon demand or upon the expiration of the contract.

The Contractor assumes all responsibility for his employees' use of and the return of the County I.D. Cards. The Contractor shall be assessed one Hundred Dollars (\$100.00) for each card not returned. At the expiration and or termination of the contract, final payment shall be withheld until all I.D. Cards are accounted for.

PUBLIC AGENCY PARTICIPATION (July 2008)

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor. Option shall not be considered in bid evaluation. State whether said option is granted.

COUNTY CONTRACTOR PARTICIPATION (July 2008)

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor. Option will not be considered in bid evaluation. State whether said option is granted.

AUTOMATIC CONTRACT RENEWAL (July 2008)

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed December 31, 2013.

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

Rev 01/04

1. PRICING YOUR BID

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 Unless otherwise specified, prices bid herein should **NOT** include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a **separate item** on invoices. The County is exempt from payment of Federal excise tax. It must **NOT** be included in invoices.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty- (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

2. SUBMITTING YOUR BID

- 2.1 Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 10089 Willow Creek Road, Suite 150, San Diego, California 92131, by 11:00 a.m. on the day specified. Bids will be publicly opened at that time.
- 2.2 Failure to bid on authorized County form may be cause for rejection of bid.
- 2.3 Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
- 2.4 Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
- 2.5 The County's primary means of providing bids and addenda is the County BuyNet Internet website:
<http://buynet.sdcounty.ca.gov/>
- 2.6 No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County BuyNet website.
- 2.7 Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.
- 2.8 Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.

- 2.9 Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
- 2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

3. **EVALUATION AND AWARD**

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

4. **PROTEST PROCEDURES**

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

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

5. **LOCAL BUSINESS PREFERENCE**

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

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

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

1. DEFINITIONS

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

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

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

"Vendor" shall mean the same as contractor.

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

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

3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST

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

4. CAL OSHA

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

5. FORMAL BIDS

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

6. DELIVERY

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

7. INSPECTION

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

8. TERMINATION FOR DEFAULT

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

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

9. TERMINATION FOR CONVENIENCE

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

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

10. TITLE

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

11. VARIATIONS IN SPECIFICATIONS

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

12. HAZARDOUS SUBSTANCES (July 2008)

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

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a

job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

13. PROHIBITED CONTRACTS

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

- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

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

14. ESTIMATED QUANTITIES (March 1993)

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

15. AVAILABILITY OF FUNDING

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

16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES

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

17. DISPUTES

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

18. CHANGES

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

19. ASSIGNABILITY

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

20. INDEMNITY

County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

21. CONDUCT OF CONTRACTOR

- 21.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 21.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.

21.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

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

22. DISALLOWANCE

In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

23. GOVERNING LAW

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

24. AUDIT AND INSPECTION OF RECORDS

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

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

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

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

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

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

25. PATENT AND COPYRIGHT INFRINGEMENT

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

26. CONTRACTOR REPRESENTATION

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

contained in the solicitation, the former will control.

27. WARRANTY

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

28. INSURANCE

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

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

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

29. PERMITS, NOTICES, FEES AND LAWS

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

30. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH

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

31. FINDINGS CONFIDENTIAL

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

32. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

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

Agreement shall be the property of the County upon completion of this Agreement.

33. **NOTICE**

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

34. **PRODUCT IDENTIFICATION AND LABELING**

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

35. **DRUG & ALCOHOL FREE WORKPLACE**

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

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

36. **ORDERING WITH BLANKET PURCHASE AGREEMENT**

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

37. **PAYMENTS AND INVOICES**

The County is precluded from making payments prior to receipt of service or supplies (advance payments). The County will accept invoice for progress payments and if approved reimburse the Contractor up to 90% of the value of goods received. Invoice subject to following:

Original invoices will be submitted monthly, or at the completion of each phase or task, or at contract completion to the address

specified in the purchase order or blanket purchase agreement release.

- 37.1. A copy of the invoice shall be submitted to the Contracting Officer's Technical Representative (COTR).
- 37.2. The invoice must specify items and deliverables for all items described in the "Statement of Work".
- 37.3. Payment shall be Net 30 Days from receipt and approval of invoice unless otherwise stated. Discounts will be calculated from receipt of merchandise or invoice, whichever is later

38. ACCEPTANCE OF COUNTY CREDIT CARD FOR PAYMENT

- 38.1. Orders may be paid using the County of San Diego credit card (VISA).
- 38.2. For your bid to be considered responsive, you must accept County of San Diego credit card for payment.
- 38.3. Pricing remains the same whether paid by credit card or check.

39. PRICE ADJUSTMENT, MANUFACTURER'S INCREASES

- 39.1. Manufacturer's general price increases to the trade or industry may be passed on to the County only under the following conditions, and only if specifically authorized in the Award resulting from a Request for Bid (RFB).
 - 39.1.1. Prices bid must be firm for the first ninety (90) days of the blanket agreement, with a (30) day notification of any price increases thereafter.
 - 39.1.2. If any price increase occurs, there will be a one (1) week or on time order protection provided at the last effective price.
 - 39.1.3. All price increases or notices must be in writing from not only the vendor but also the manufacturer. The County reserves the right NOT to accept a requested price increase and to cancel the balance of the award.

40. FLAMMABILITY AND TOXICITY

Materials furnished under this order must meet or exceed minimum California State Fire Marshal's standard for flammability and toxicity for institutional fabrics. Vendor shall provide evidence of California Marshal's test results and approval number.

41. RECYCLED PRODUCTS SOLICITED

- 41.1. The County Board of Supervisors' Policy B-67, Recycled Products Procurement, prescribes a County program to utilize products made with recycled materials, reusable products, and products designed to be recycled, to the maximum practical extent.

The County, therefore, encourages suppliers to offer such products in response to the County's requirements or as an alternate for testing or review by the County with the attainable goal of future purchases of the recycled or recyclable product(s).

- 41.2. Established Guidelines for Recycled Content Products: Recycled Content Products are eligible for a five percent (5%) price preference when offered as an alternative to non-recycled products. The percentage preference shall be based on the lowest bid or price quoted by the supplier or suppliers offering non-recycled products.

To be designated as a recycled content product, the product's material content shall be certified by the manufacturer to conform to post consumer content standards as listed in EITHER the current Comprehensive Procurement Guidelines (CPG) website of the United States Environmental Protection Agency (EPA): <http://www.epa.gov/cpg/products.htm> OR as listed in the current California Recycled Content Product Directory

website: <http://www.ciwmb.ca.gov/RCP/SABRC.asp>, using whichever listing that requires the **higher** percentage of post consumer content.

- 41.3. Vendors/Suppliers offering recycled content products shall provide a current manufacturer's verifiable certification for the specific product provided, that specifically describes the nature of and percentages of recycled product content using the California Recycled Content Certification Form (CIWMB 74) which is available on the State of California website: <http://www.ciwmb.ca.gov/BuyRecycled/StateAgency/Forms/CIWMB074.doc>

42. CONTRACT ADMINISTRATION

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

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

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

43. CONTRACT PROGRESS MEETING

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

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

44. INDEPENDENT CONTRACTOR

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

45. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

46. LICENSING

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

47. CONTRACT EXTENTION OPTION

47.1. One to three months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than three (3) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to expiration of the contract. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

48. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

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

49. SEVERABILITY

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

50. LIMITATION OF FUTURE CONTRACTS

- 50.1. It is agreed by the parties to the contract that the Contractor will be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for business on an equal basis with other companies.
- 50.2. If the Contractor, under the terms of the contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County contract. It is further agreed, however, that the county will not, as additional work or by change, unilaterally require the contractor to prepare such specifications or statements of work under this contract.
- 50.3. To the extent that the work under this contract requires access to proprietary, business confidential or financial data of other companies, and as long as such data remains proprietary, or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies