

SERIAL 13164 C INMATE CLOTHING

DATE OF LAST REVISION: October 30, 2014 CONTRACT END DATE: May 31, 2017

CONTRACT PERIOD THROUGH MAY 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **INMATE CLOTHING**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 21, 2014**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

JG/mm
Attach

Copy to: Office of Procurement Services
 Sue Malinowski, MCSO
 Amie Bristol, MCSO
 Barry Thiem, MCSO
 Nancy **Oyler**, Superior Court

(Please remove Serial 10039-C from your contract notebooks)

AMERICAN TEXTILE SYSTEMS, 13151 MIDWAY PLACE, CERRITOS, CA 90703

COMPANY NAME: American Textile Systems
 DOING BUSINESS AS (DBA) NAME: American Textile Systems
 MAILING ADDRESS: 13151 Midway Place Cerritos, CA 90703
 REMIT TO ADDRESS: 13151 Midway Place Cerritos, CA 90703
 TELEPHONE NUMBER: 562-229-0036
 FACSIMILE NUMBER: 562-229-0597
 WEB SITE: www.amtexsys.com
 REPRESENTATIVE NAME: Julia Weber
 REPRESENTATIVE TELEPHONE NUMBER: 5622290036
 REPRESENTATIVE E-MAIL: julia@amtexsys.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> NET 30 DAYS			

WASH CLOTH				
Title	Unit	Qty	UofM	Description
	Price			
WASH CLOTH SLDY902	\$1.95	1	dozen	Price based on one (1) dozen.

SHEETS				
Title	Unit	Qty	UofM	Description
	Price			
FLAT: 66" x 104" finished size (Thread count 130) SLDY900	\$37.00	1	dozen	Thread count 130
FLAT: 66" X 104" Finished size (Thread count 180)	\$47.50	1	dozen	Thread count 180

PRICING SHEET: NIGP CODE 20049, **SLDY902, SLDY900**

Vendor Number: 2011000177 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending **May 31, 2017.**

BOB BARKER COMPANY, INC., 134 NORTH MAIN STREET, FUQUAY VARINA, NC 27526

COMPANY NAME: Bob Barker Company, Inc.
 DOING BUSINESS AS (DBA) NAME: Bob Barker Company, Inc.
 MAILING ADDRESS: P O Box 429 Fuquay-Varina, NC 27526
 REMIT TO ADDRESS: P O Box 890885 Charlotte, NC 28289
 TELEPHONE NUMBER: 800-334-9880
 FACSIMILE NUMBER: 800-322-7537
 WEB SITE: www.bobbarker.com
 REPRESENTATIVE NAME: Allison Wilmesmeier
 REPRESENTATIVE TELEPHONE NUMBER: 800-334-9880 x2137
 REPRESENTATIVE E-MAIL: allisonwilmesmeier@bobbarker.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	na
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NET 30 DAYS

PANTS, INMATE								
Title	S - XL	2 XL	3 XL	4 XL	6 XL	10 XL	Description	Bidder Notes
INMATE PANTS	\$5.16	\$5.50	\$5.50	\$6.49	\$7.16	\$8.33	Price based on one (1) each.	Sold in cases of 6 each only. Pricing listed per each.

HEAVY THERMAL TOPS				
Title	4 XL	10 XL	Description	Bidder Notes
HEAVY THERMAL TOPS	\$7.56 SLDY933		Price based on one (1) each.	No Bid on size 10xl

HEAVY THERMAL BOTTOMS						
Title	XL	2 XL	4 XL	10 XL	Description	Bidder Notes
HEAVY THERMAL BOTTOM	\$6.36	\$7.16 SLDY927	\$7.16 SLDY928		Price based on one (1) each.	NO BID ON SIZE 10XL

SWEATSHIRTS, MEN'S			
Title	L - XL	2 XL - 3 XL	Description
SWEATSHIRTS, MEN'S	\$51.00	\$58.68	Price based on one (1) dozen.

BOB BARKER COMPANY, INC., 134 NORTH MAIN STREET, FUQUAY VARINA, NC 27526

NIGHT SHIRTS (MCSO)						
Title	S	L - XL	2XL - 4XL	6XL - 10XL	Description	Bidder Notes
NIGHT SHIRTS (MCSO)	\$6.25 SLDY954	\$6.65 SLDY955	\$7.58 SLDY956	\$8.41 SLDY957	Price based on one (1) each.	Sold in cases of 12 only. Pricing listed is by each.

WOMAN'S PANTIES (JUVENILE)					
Title	SIZE 5 - 7, WHITE	SIZE 8 - 10, WHITE	SIZE 11 - 13, WHITE	SIZE 14 - 16, WHITE	Description
WOMAN'S PANTIES (JUVENILE)	\$5.79	\$6.89	\$6.89	\$8.25	Price based on one (1) dozen.

SOCKS				
Title	Unit	Qty	UofM	Description
	Price			
CREW SOCKS	\$4.35	1	dozen	Price based on one (1) dozen.
TUBE SOCKS SLDY901	\$4.15	1	dozen	Price based on one (1) dozen.

Added Effective 07/24/14

SHIRTS, SHERIFF'S INMATE								
Title	MEDIUM	LARGE	XL	2 XL	4 XL	6 XL	10 XL	Bidder Notes
SHIRTS, SHERIFF'S INMATE WITH RED STENCILING	\$4.73	\$5.06 SLDY980	\$5.06	\$5.06 SLDY981	\$5.50 SLDY982	\$5.83 SLDY983	\$6.83 SLDY984	Sold by cases of 6 only. Price given is by each per the bid
SHIRTS, SHERIFF'S INMATE WITH BLACK STENCILING	\$4.33	\$4.66 SLDY974	\$4.66	\$4.66 SLDY975	\$5.16 SLDY976	\$5.50 SLDY977	\$6.41 SLDY978	Sold by cases of 6 only. Price given is by each per the bid
RAGLAN, SHORT SLEEVES, YELLOW WITH BLACK STENCILING	\$4.50 SLDY986	\$4.90 SLDY987	\$4.90	\$4.90 SLDY988	\$5.33 SLDY989	\$5.66 SLDY990	\$6.66	Sold by cases of 6 only. Price given is by each per the bid

BOB BARKER COMPANY, INC., 134 NORTH MAIN STREET, FUQUAY VARINA, NC 27526

Added Effective 07/24/14

PANTS, SHERIFF'S INMATE									
Title	M	L	XL	2 XL	4 XL	6 XL	10 XL	12 XL	Bidder Notes
PANTS, SHERIFF'S INMATE	\$5.40 SLDY966	\$5.40 SLDY967	\$5.40 SLDY968	\$5.40 SLDY969	\$5.58 SLDY970	\$6.83 SLDY971	\$6.83 SLDY972	\$6.83 SLDY973	Sold by cases of 6 only. Price given is by each per the bid

Additional Items					
Title	Unit Price	Qty	UofM	Expend.	Bidder Notes
Men's Sweatshirt - Sizes Small and Medium	\$4.25	1	each	\$1.00	4.25 EACH OR \$51/CASE OF 12

PRICING SHEET: NIGP CODE 20049

Vendor Number: 2011000402 0

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2017.**

UNIFORMS MANUFACTURING INC., PO BOX 12716, SCOTTSDALE, AZ 85267

COMPANY NAME: Uniforms Manufacturing, Inc
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: PO Box 12716 Scottsdale, AZ 85267-2716
 REMIT TO ADDRESS: PO Box 12716 Scottsdale, AZ 85267-2716
 TELEPHONE NUMBER: 480-368-9316
 FACSIMILE NUMBER: 480-368-8556
 WEB SITE: www.umidirect.com
 REPRESENTATIVE NAME: Emily Pelligreen
 REPRESENTATIVE TELEPHONE NUMBER: 480-368-9316 ext: 102
 REPRESENTATIVE E-MAIL: emily@umidirect.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NET 30 DAYS

JUVENILE NIGHT SHIRT				
Title	S - L (ONE SIZE FITS ALL)	XL -4 XL	Description	Bidder Notes
JUVENILE NIGHT SHIRT	\$5.24	\$5.50	PLEASE SEE SECTION 2.7 Added on Sep 20, 2010: Price based on one (1) each.	No catalog image available. Night shirts are manufactured to spec - just as we do with the inmate shirts and pants.

Added Effective 07/24/14

Additional Items					
Title	Unit Price	Qty	UofM	Expend.	Bidder Notes
Men's Ankle Socks	\$3.25	1	dozen	\$1.00	AS SPEC'D - PRICE IS PER DOZEN

PRICING SHEET: NIGP CODE 20049

Vendor Number: 2011004354 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending **May 31, 2017.**

VICTORY SUPPLY, 838 E. HIGH ST. SUITE 260 LEXINGTON, KY 40502

COMPANY NAME: Victory Supply

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 838 E. High St. Suite 260 Lexington, KY 40502

REMIT TO ADDRESS: 838 E. High St. Suite 260 Lexington, KY 40502

TELEPHONE NUMBER: 859/266-1031

FACSIMILE NUMBER: 859/266-1036

WEB SITE: _____

REPRESENTATIVE NAME: Evan Trommer

REPRESENTATIVE TELEPHONE NUMBER: 859/806-7935

REPRESENTATIVE E-MAIL: evan@victorysupplyinc.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NET 30 DAYS

WOMAN'S PANTIES (MCSO)									
Title	SIZE 6, Color 1	SIZE 8, COLOR 2	SIZE 10, COLOR 3	SIZE 12, WHITE	SIZE 14, WHITE	SIZE 16, WHITE	SIZE 18, WHITE	Description	Bidder Notes
WOMAN'S PANTIES (MCSO)	\$9.34 SLDY948	\$9.97 SLDY949	\$10.99 SLDY950	\$9.74 SLDY951	\$10.07 SLDY952	\$10.74 SLDY953	\$13.24	Price based on one (1) dozen.	with stenciled label on. Colors: pink/blue/green/white

BRA'S					
Title	SIZE 32" - 40"	SIZE 42" - 48"	SIZE 50" - 54"	Description	Bidder Notes
BRA'S	\$21.44 SLDY937 S Size 32 SLDY938 M Size 36 SLDY940 L Size 40	\$22.84 SLDY941 XL Size 44 SLDY942 2XL Size 48	\$24.84 SLDY943 4XL Size 52 SLDY946 6XL Size 54	PLEASE SEE SECTION 2.10 Added on Sep 20, 2010: Price based on one (1) dozen.	with stenciled label

VICTORY SUPPLY, 838 E. HIGH ST. SUITE 260 LEXINGTON, KY 40502

MEN'S BOXER SHORTS					
Title	S - XL	2 XL - 4 XL	6 XL - 10 XL	Description	Bidder Notes
MEN'S BOXER SHORTS	\$14.32 \$15.87 SLDY958 Medium SLDY959 Large SLDY960 XL	\$17.24 \$18.74 SLDY961 2XL SLDY962 4XL	\$19.64 \$24.41 SLDY963 6XL SLDY964 10XL	PLEASE SEE SECTION 2.12 Added on Sep 20, 2010: Price based on one (1) dozen.	Also offering an economic boxer, 90gsm, with stenciling.

MEN'S BOXER BRIEFS				
Title	S - XL	2 XL - 4 XL	4 XL - 5 XL	Description
MEN'S BOXER BRIEFS	\$18.34	\$20.49	\$21.97	Price based on one (1) dozen.

MEN'S T-SHIRTS				
Title	S- XL	2 XL - 3 XL	Description	Bidder Notes
MEN'S T-SHIRTS: LT. BLUE	\$22.94	\$39.98	Price based on one (1) dozen.	Sewn in tag
MEN'S T-SHIRTS: GOLD	\$22.94	\$39.98	Price based on one (1) dozen.	Sewn in tag
MEN'S T-SHIRTS: RED	\$22.94	\$39.98	Price based on one (1) dozen.	Sewn in tag
MEN'S T-SHIRTS: GREY	\$22.70	\$37.70	Price based on one (1) dozen.	Sewn in tag
MEN'S T-SHIRTS: WHITE	\$16.90 SLDY991 Medium SLDY992 Large SLDY993 X- Large	\$28.06 SLDY994 2X-Large	Price based on one (1) dozen.	Alternate offered has sewn in tag as stenciled labels increase the pricing substantially.

BATH TOWEL					
Title	Unit	Qty	UofM	Total	Description
	Price			Price	
BATH TOWEL SLDY997	\$9.97	1	dozen	\$9.97	Price based on one (1) dozen.

BLANKETS					
Title	Unit	Qty	UofM	Total	Description
	Price			Price	
BLANKETS: SIZE 66" X 90" FINISHED SIZE SLDY998	\$117.90	1	dozen	\$117.90	Price based on one (1) dozen.
BLANKETS: SIZE 72" X 108" FINISHED SIZE SLDY999	\$62.99	1	dozen	\$62.99	Price based on one (1) dozen.

VICTORY SUPPLY, 838 E. HIGH ST. SUITE 260 LEXINGTON, KY 40502

FREEZER JACKETS, SHERIFF'S INMATE						
Title	Unit	Qty	UofM	Total	Description	Bidder Notes
	Price			Price		
FREEZER JACKETS, SHERIFF'S INMATE	\$23.49	1	each	\$23.49	Price based on one (1) each.	Size S-4XL \$23.49, 5-7XL \$27.00, 8-10XL \$32.00

PRICING SHEET: NIGP CODE 20049

Vendor Number: 2011004727 0

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2017.**

INMATE CLOTHING

1.0 INTENT:

Maricopa County Sheriff’s Office is seeking to award to multiple suppliers a contract for the provision of various inmate clothing, underwear and linen needs.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.27 and 2.28, below).

The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 PANTS, INMATE:

2.1.1 65% Polyester/ 35% combed cotton industrial finish, 7 ½ ounce twill

2.1.2 Color:

2.1.2.1 Postman Blue

2.1.3 Material to be colorfast and able to withstand 300 industrial washings.

2.1.4 1 ½” wide heat resistant elastic waistband with washable 26 gauge woven rubber

2.1.5 Elastic to be serged and double needle lock stitched to pants (chain stitching is not acceptable).

2.1.6 Thread shall match garment on topstitching and bottom stitching.

2.1.7 No zippers or other fasteners

2.1.8 No pockets

2.1.9 Crotch and mock fly to be sewn serged, double needle lock stitched and bar tacked.

2.1.10 All seams to be double needle flat felled lock type minimum eight (8) stitches per inch.

2.1.11 Leg hems shall be double folded and lock stitched (not blind stitched)

2.1.12 Manufacturer label to be stenciled on.

2.1.13 Sizes:

2.1.13.1 Small through 10 X-Large

2.1.13.2 Measurements of unwashed garments

	Front Rise +/- ¼”	Back Rise +/- ¼”	Inseam +/- ¼”	Thigh +/- ¼”	Relaxed Waist +/- ¼”	Stretched Waist +/- ¼”
SM	12 ½”	14”	31”	11 ½”	24”	36”
MED	13”	15”	31”	12 ½”	26”	40”
LG	14”	16”	31”	13½”	28”	44”

XL	14 ½"	16 1/2"	33"	14 ½"	30"	48"
2XL	15"	17"	33"	15 ½"	34"	52"
3XL	15 ½"	17 ½"	32"	16 ½"	36"	56"
4XL	16"	18"	32"	17 ½"	38"	60"
6XL	17"	19"	32"	19 ½"	44"	68"
10XL	19"	21"	31"	23"	55"	84"

2.1.14 Shrinkage

2.1.14.1 Allowable shrinkage is 3%.

2.2 HEAVY THERMAL TOPS:

2.2.1 First quality

2.2.2 9.0 ounce knit fabric

2.2.3 US domestic sizing

2.2.4 Crew neck

2.2.5 Long sleeve shirt

2.2.6 3.25" spiral rib elastic type knit on sleeve

2.2.7 1" spiral rib elastic on crew neck

2.2.8 Color:

2.2.8.1 Natural

2.2.9 Reinforced lock stitching at all stress points

2.2.10 Heavy weight

2.2.11 50% cotton/50% polyester blend

2.2.12 Sizes:

2.2.12.1 4Xlarge

2.2.12.2 10Xlarge

2.2.13 2" black ink Capital Letters stenciled

2.2.14 Centered on the back of the Heavy thermal top "MCSO TENTS"

2.3 HEAVY THERMAL BOTTOM:

2.3.1 First quality

2.3.2 9.0 ounce knit fabric

2.3.3 US domestic sizing

2.3.4 Ankle length

2.3.5 3.75" spiral rib elastic type knit cuffing on ankle

- 2.3.6 Open fly flap with NO buttons, NO snaps or fasteners
- 2.3.7 Heavy duty elastic waistband
- 2.3.8 Color:
 - 2.3.8.1 Natural
- 2.3.9 50% cotton/50% polyester blend
- 2.3.10 Sizes:
 - 2.3.10.1 XL
 - 2.3.10.2 2XL
 - 2.3.10.3 4XL
 - 2.3.10.4 10XL
- 2.4 SWEATSHIRTS, MEN'S:
 - 2.4.1 Heavy Duty
 - 2.4.2 Crew neck
 - 2.4.3 50% cotton/50% polyester
 - 2.4.4 Long sleeve
 - 2.4.5 Preshrunk or shrink resistant
 - 2.4.6 Color:
 - 2.4.6.1 Gray
 - 2.4.7 Sizes:
 - 2.4.7.1 Large – 3Xlarge
- 2.5 NIGHT SHIRTS (MCSO):
 - 2.5.1 65% polyester/35% combed cotton
 - 2.5.2 Industrial Laundry Finish
 - 2.5.3 4.5 ounce poplin weave
 - 2.5.4 Slip over
 - 2.5.5 V-Neck with piping to be bias self-material single needle locked stitched with two (2) bar tacks at the neck.
 - 2.5.6 Sleeve hems and bottom hems shall be double folded and locked stitched (no blind stitch)
 - 2.5.7 Raglan short sleeves
 - 2.5.8 NO buttons or other fasteners

- 2.5.9 No Pocket
- 2.5.10 ALL seams to be triple needle flat felled minimum eight (8) stitches per inch.
 - 2.5.10.1 Manufacturer label to be stenciled on.
- 2.5.11 Material and stenciling to be colorfast and able to withstand 300 industrial washings
- 2.5.12 Stenciling:
 - 2.5.12.1 Black Ink
 - 2.5.12.1.1 2" Capital Letters
 - 2.5.12.1.2 Size centered inside the neck opening
 - 2.5.12.1.3 Centered on back of shirt "MCSO INMATE"
- 2.5.13 Color:
 - 2.5.13.1 Geranium Pink #15-1922TPX
- 2.5.14 Measurements:

		S – M	L – XL	2X – 4X	6X – 10X
SLEEVE	From neck to end of sleeve	14"	16"	20"	22"
CHEST	Under arms area along chest	27"	33"	37"	42"
LENGTH	From neck to bottom of hem	44"	44"	45"	45"
HEM	Across the bottom	27"	33"	37"	42"
V-Neck	Back neck to V	8"	9"	10"	10"

Pricing	Unit of Measure	S – M	L – XL	2X – 4X	6X – 10X
	Each	\$	\$	\$	\$

- 2.6 JUVENILE NIGHT SHIRT:
 - 2.6.1 65% polyester/35% combed cotton
 - 2.6.2 Industrial Laundry Finish
 - 2.6.3 4.5 ounce poplin weave
 - 2.6.4 Slip over
 - 2.6.5 V-Neck with piping to be bias self-material single needle locked stitched with two (2) bar tacks at the neck.
 - 2.6.6 Sleeve hems and bottom hems shall be double folded and locked stitched (no blind stitch)
 - 2.6.7 Raglan short sleeves
 - 2.6.8 NO buttons or other fasteners
 - 2.6.9 ALL seams to be triple needle flat felled minimum eight (8) stitches per inch.
 - 2.6.10 Material to be colorfast and able to withstand 300 industrial washings
 - 2.6.10.1 Manufacturer label to be stenciled on.
 - 2.6.11 Color:

2.6.11.1 Navy Blue

2.6.12 Measurements:

	Small – Large	One size fits all	Xlarge – 4Xlarge
Sleeve	14”	(From neck to end of sleeve)	16”
Chest	27”	(Under arms area chest)	33”
Length	40”	(From neck to bottom of hem)	40”
Hem	26”	(Across the bottom)	32”

2.6.13 Sizes:

2.6.13.1 Small – Large (one size fits all)

2.6.13.2 XLarge – 4Xlarge

2.7 WOMEN’S PANTIES (MCSO):

2.7.1 100% preshrunk cotton panty – double cotton crotch. Fruit of the Loom or equal.

2.7.2 120 GSM (grams per square meter) weight.

2.7.3 Heavy duty elastic waist

2.7.4 Waistband is ½ inch exposed elastic style

2.7.5 Heavy duty leg band

2.7.6 Manufacturer label to be stenciled on.

2.7.7 Sizes and color: COLOR FAST DYE, DYE WILL NOT MIX WITH OTHER COLORS WHEN WASHED TOGETHER

2.7.8 A different color for each size

2.7.8.1 Size 6, Color*

2.7.8.2 Size 8, Color*

2.7.8.3 Size 10, Color*

2.7.8.4 Size 12, White

2.7.8.5 Size 14, White

2.7.8.6 Size 16, White

2.7.8.7 Size 18, White

2.7.8.8 Color* - Sizes 6, 8 and 10 need to be colored coded to indicate size. MCSO does not have a preference, but is requiring that color remains consistent through term of contract.

Size	6	8	10	12	14	16	18
Waist Relaxed	12	14	16 ½	18 ½	20 ½	22 1/2	24 1/2
Waist stretched	24	26	28	30	32	34	36

SERIAL 13164-C

Hip	16	18	20	22	24	26	28
Front Rise	8 ½	10	10 ½	11 ½	12 ½	13 ½	15 ¼
Back Rise	11 ½	12 ½	13 ½	14 ½	15 ½	17	19
Out Seam	6 ½	7	8	9	9 ½	10	10 ¼
Crotch Width	3 ¾	4	4 ¼	4 ¼	4 ½	4 ½	4 ½

2.8 WOMEN'S PANTIES (JUVENILE):

2.8.1 100% pre-shrunk cotton brief – double cotton crotch. Fruit of the Loom or equal.

2.8.2 Heavy duty elastic waist

2.8.2.1 Waistband is ½ inch exposed elastic style

2.8.3 Heavy duty leg band

2.8.4 Color:

2.8.4.1 White

2.8.5 Sizes:

2.8.5.1 5 - 16

2.9 BRAS:

2.9.1 65% cotton/30% polyester/5% spandex sports bra

2.9.2 First quality

2.9.3 No hooks or eyelets

2.9.4 Pull over style

2.9.5 Double panel fabric on front

2.9.6 Double stitching on all seams

2.9.7 Manufacturer label to be stenciled on.

2.9.8 Color:

2.9.9 White

2.9.10 Domestic Sizing:

2.9.11 Numerical sizing from 32" – 54"

2.9.12 2" black lettering with the size letter centered on the back (MCSO only)

Size	32	36	40	44	48	52	54
	S	M	L	XL	2X	4X	6X
Shoulder strap	1 ½	1 ½	1 ½	1 ½	1 ½	1 ½	1 ½
Bust	14 ¼	15 ¼	16 ½	18	19 ½	21	21 ¾
Bottom	12	13	14	15	16 ¼	17 ¾	19
Neck drop	4 ½	5	6	6	6 ½	7	7
Body length	12	12 ½	14 ¼	15 ¼	15 ½	16	16
Armhole-Straight	7 ½	8	9	9 ½	10	10 ½	10 ½

2.10 SOCKS: (Fruit of the Loom or equal)

2.10.1 Crew socks

2.10.1.1 First quality

2.10.1.2 19" mid calf

2.10.1.3 28+ ounces per dozen

2.10.1.4 ½" welt top

2.10.1.5 Double reinforced toe

2.10.1.6 Cushioned foot

2.10.1.7 Rib knit to prevent sock from slouching

2.10.1.8 80% cotton/20% polyester

2.10.1.9 Color:

2.10.1.9.1 White

2.10.1.10 Men's sizes 10 – 13

2.10.2 Tube socks:

2.10.2.1 80% cotton/20% polyester, open end cotton

2.10.2.2 Color:

2.10.2.3 White

2.10.2.4 Men's sizes 10 – 13

2.10.2.5 Minimum weight 29Oz per dozen

2.10.2.6 Non-ravel welt top

2.10.2.7 Overall length: 18"

2.11 MEN'S Woven Quality Boxer Shorts: (Fruit of the Loom or equal)

2.12 110 GSM (grams per square meter weight.

2.12.1 60% cotton/40 % polyester

2.12.2 Elastic waist band

2.12.3 1 1/4" heavy duty, heat resistant waistband

2.12.4 4 rows of stitching

2.12.5 Reinforced bar tacked fly front

2.12.6 Broad cloth

2.12.6.1 76 x 68/30 x 30 heavyweight woven construction

2.12.6.2 3 panel back construction

2.12.6.3 No center seam

2.12.6.4 Manufacturer label to be stenciled on.

2.12.7 Full Cut

2.12.8 Color:

2.12.8.1 White

Size	MED	LG	X LG	2 XL	4 XL	6 XL	8 XL	10 XL
Fit Waist	30/32	34/36	38/40	46/48	54/56	62/64	70/72	78/80
Waist relax	13 ½	14 ½	15 ½	18	21 ½	25	28	31
Waist extended	21 ½	23 ½	25 ½	29 ½	35	39	41	43
Hip- 3 inch from crotch	23	25	27	29 ½	35	39	41	43
Front Rise	12	12 ½	13	13 ¾	15 ¼	16 ½	17	17
Back Rise	16	16 ½	17	18	20	22 ½	23	23
Out seam	15 ½	16	16 ¾	17 ½	18 ½	19 ½	20	20
In Seam	4	4	4	4 ¾	5 ½	5 ¾	5 ¾	5 ¾
Leg Opening	13 ½	14 ½	15 ½	16 ½	19 ½	22 ½	23 ½	24 ½

2.12.9 2" black lettering with the size (letter) stenciled on the right side top under the waist band.

2.12.10 S,M,L,XL,2X,4X,6X,8X,10X

2.13 MEN'S BOXER BRIEFS: (Fruit of the Loom or equal)

2.13.1 100% cotton

2.13.2 Shrink resistant

2.13.3 Color:

2.13.3.1 White

- 2.13.4 Size:
 - 2.13.4.1 Small – Xlarge
 - 2.13.4.2 2Xlarge
 - 2.13.4.3 3Xlarge
 - 2.13.4.4 4Xlarge
 - 2.13.4.5 5Xlarge

2.14 MEN'S T-SHIRTS: (Fruit of the Loom or equal)

- 2.14.1 50% cotton/50% polyester
- 2.14.2 Manufacturer label to be stenciled on.
- 2.14.3 20 singles yarn
- 2.14.4 5 ounce per square yard
- 2.14.5 Fabric count:
 - 2.14.5.1 43 courses per inch
 - 2.14.5.2 31 wales per inch
- 2.14.6 Ball burst point: 78 lbs
- 2.14.7 Circular body without side seams
- 2.14.8 Minimum ¾" hem at the bottom
- 2.14.9 Two piece knit circular collaret
- 2.14.10 Short sleeve securely sewn to body of shirt
- 2.14.11 Minimum ¾" sleeve hem
- 2.14.12 Shrink resistant
- 2.14.13 Made in the USA
- 2.14.14 Sizes:
 - 2.14.14.1 Medium
 - 2.14.14.2 Large
 - 2.14.14.3 Xlarge
 - 2.14.14.4 2Xlarge
 - 2.14.14.5 3Xlarge
- 2.14.15 Colors:
 - 2.14.15.1 Lt. Blue

2.14.15.2 Gold

2.14.15.3 Red

2.14.15.4 Grey

2.14.15.5 White

2.14.16 Measurements garment:

	Small	Medium	Large	Xlarge	2Xlarge	3XLarge
Body Width	18"	20"	22"	24"	27"	29"
Body Length	27"	28 ½"	29.7"	31"	32"	33"

2.15 BATH TOWEL:

2.15.1 Size:

2.15.1.1 20" x 40"

2.15.2 First Quality Terry cloth

2.15.3 100% cotton dense looped with cotton/polyester warp

2.15.4 5.0 lb weight per dozen

2.15.5 Color:

2.15.5.1 White

2.16 WASH CLOTH

2.16.1 Size: 12" x 12"

2.16.2 Color: White

2.16.3 First Quality 100% Cotton dense looped Terry cloth.

2.16.4 Machine Washable

2.16.5 Dozen weight: 1 pound

2.17 BLANKETS:

2.17.1 Size: 66" x 90" Finished size

2.17.1.1 Snag free, first quality

2.17.1.2 100% cotton, Ready for Dyeing, raised on both sides

2.17.1.3 Reinforced stitched ends

2.17.1.4 Weight 3 lbs

2.17.1.5 Domestic quality

2.17.1.6 , Color:

2.17.1.6.1 Tan

- 2.17.2 Size: 72" x 108" Finished size
- 2.17.3 Snag free, first quality
 - 2.17.3.1 100% cotton, Ready for Dying, raised on both sides
 - 2.17.3.2 Reinforced stitched ends
 - 2.17.3.3 Weight 2.1 lbs
 - 2.17.3.4 Domestic quality
 - 2.17.3.5 Color:
 - 2.17.3.5.1 Tan

2.18 SHEETS:

- 2.18.1 Flat
 - 2.18.1.1 First Quality Machine wash and dry
 - 2.18.1.2 50% cotton/50% polyester
 - 2.18.1.3 Size:
 - 2.18.1.3.1 66" x 104" finished size
 - 2.18.1.4 Minimum 1" hem on each end
 - 2.18.1.5 Manufacturer label to be sewn or stenciled on.
 - 2.18.1.6 Thread count 130
 - 2.18.1.7 Color:
 - 2.18.1.8 White
- 2.18.2 Flat
 - 2.18.2.1 First Quality Machine wash and dry
 - 2.18.2.2 50% cotton/50% polyester
 - 2.18.2.3 Size
 - 2.18.2.4 66" x 104" finished size
 - 2.18.2.5 Minimum 1" hem on each end
 - 2.18.2.6 Manufacturer label to be sewn or stenciled on.
 - 2.18.2.7 Thread count 180
 - 2.18.2.8 Color
 - 2.18.2.9 White

2.19 SHIRTS, SHERIFF'S INMATE:

2.19.1 Material:

2.19.1.1 65% Polyester/35% combed cotton industrial laundry finish

2.19.1.2 4.5 ounce poplin weave

2.19.1.3 Material and stenciling to be colorfast and able to withstand 300 industrial washings

2.19.2 Color:

2.19.2.1 White with 3" wide black horizontal stripes, alternately 3" white stripe, 3" black stripe.

2.19.3 Description:

2.19.3.1 Slip over, v-neck with piping to be bias self-material single, needle lock stitched with 2 bar tacks at neck.

2.19.3.2 Bias to be cleanly finished with no raw edges exposed.

2.19.3.3 Sleeve hems and bottom hems shall be double folded and double lock stitched (not blind stitched).

2.19.3.4 Raglan short sleeves.

2.19.3.4.1 Color of sleeves for juvenile:

2.19.3.4.1.1 Solid yellow

2.19.3.5 No buttons or other fasteners.

2.19.3.6 One breast pocket, double needle lock stitched and bar tacked full cut pattern, squared bottom clean finish no raw edges.

2.19.3.7 All seams to be triple needle flat felled minimum 8 stitches per inch and sewn with all white thread.

2.19.3.8 Manufacturer label to be stenciled on.

2.19.4 Measurements of unwashed garments.

2.19.4.1 Sizes: Large through 12X

2.19.4.2 Lengths to be in perspective with sizes. Measurement taken from back of shirt.

2.19.4.3 Neck measurements taken by closing back of neck to the front V.

2.19.4.4 Chest measurements taken under arms outside seams.

<i>SIZE</i>	<i>LENGTH +/- 1/4"</i>	<i>NECK +/- 1/4"</i>	<i>CHEST +/- 1/4"</i>
LARGE	30 1/2"	13 1/2"	50"
2X	32"	14 1/2"	56"
4X	33 1/2"	15 1/2"	62"
6X	34 1/2"	16 1/2"	68"
10X	35 1/2"	17 1/2"	84"
12X	36 1/2"	18 1/2"	90"

<i>SIZE</i>	<i>SLEEVE OPENING +/- 1/4"</i>	<i>SLEEVE LENGTH +/- 1/4"</i>	<i>FRONT SLEEVE SEAM +/- 1/4"</i>
		<i>(NECK TO END OF SLEEVE)</i>	
LARGE	8"	13 1/2"	15 1/2"
2X	9"	15"	16 1/2"
4X	9 1/2"	16 1/2"	17 1/2"
6X	9 1/2"	17"	18 1/2"
10X	10 1/2"	21"	23"
12X	12 1/2"	23"	26"

2.19.5 Stenciling: (Included with the price of the garment)

2.19.5.1 Red Ink:

2.19.5.1.1 2" Capital letters.

2.19.5.1.2 Front of shirt - Stencil on the outside on the first white stripe at the armpit "SHERIFF'S INMATE"

2.19.5.1.2.1 12" across between pocket and side seam

2.19.5.1.2.2 15" across for size 2X and up

2.19.5.1.3 Stencil "UNSENTENCED" on the outside on the next white stripe 18" across.

2.19.5.1.4 Back of Shirt - Stencil on the outside on the first white stripe at the armpit "SHERIFF'S INMATE"

2.19.5.1.4.1 18" across and centered

2.19.5.1.5 Stencil "UNSENTENCED" on the next white stripe

2.19.5.1.5.1 18" across and centered

2.19.5.1.6 Size of shirt to be stenciled on inside of shirt approximately 2" below neckline.

2.19.5.2 Black Ink:

2.19.5.2.1 2" Capital letters 18" across.

2.19.5.2.2 Back of shirt - Stencil on the outside "SHERIFF'S INMATE" on the first full white stripe at the armpit.

2.19.5.2.3 Size of shirt to be stenciled on the inside of shirt approximately 2" below neckline.

2.19.5.3 Black Ink for Yellow Sleeve Shirts:

2.19.5.3.1 2" Capital letters

2.19.5.3.2 Front of shirt – Stencil on the outside "SHERIFF'S INMATE" on the first full white stripe at the armpit.

2.19.5.3.2.1 12" across between the pocket and the side seam

2.19.5.3.2.2 15" across for sizes 2X and larger

2.19.5.3.3 Back of shirt – Stencil on the outside “SHERIFF’S INMATE” on the first full white stripe at the armpit.

2.19.5.3.3.1 18" across and centered

2.19.5.3.4 Size of shirt to be stenciled on the inside of shirt approximately 2" below neckline.

2.20 PANTS, SHERIFF’S INMATE:

2.20.1 Material:

2.20.1.1 65% Polyester/35% combed cotton industrial laundry finish, 7 ½ ounce twill

2.20.1.2 1 ½" wide heat resistant elastic waistband with washable 30 26 gauge woven rubber

2.20.1.3 Elastic to be serge and double needle lock stitched to pants (chain stitching is not acceptable).

2.20.1.4 No zippers or other fasteners.

2.20.1.5 No pockets.

2.20.1.6 Crotch and mock fly to be sewn serge, double needle lock stitched and bar tacked. No mock fly, plain front

2.20.1.7 All seams to be triple needle flat felled lock-type minimum 10 stitches per inch.

2.20.1.8 Leg hems shall be double folded and double locked stitched (not blind stitched).

2.20.1.9 Material and stenciling to be colorfast and able to withstand 300 industrial washings.

2.20.1.10 Thread shall match garment on topstitching and bottom stitching.

2.20.1.11 Thread to be white.

2.20.1.12 Material to be white with black horizontal stripes approximately 3" wide.

2.20.1.13 Pants to be stenciled in black ink with the size of the pants in a 1 1/4" letter. (Stenciling included in price.)

2.20.1.13.1 Example: L, XL, 2X, 4X, 6X, 10X.

2.20.1.14 Stencil to be in on the outside in black ink on the first full white stripe, left front as close to the waistband as possible. Not to be lower than 10" from the waistband.

2.20.1.15 Manufacturer label to be stenciled on.

2.20.2 Measurements of Unwashed Garments.

<i>SIZE</i>	<i>FRONT RISE</i> +/- 1/4"	<i>BACK RISE</i> +/- 1/4"	<i>INSEAM</i> +/- 1/4"	<i>THIGH</i> +/- 1/4"	<i>RELAXED WAIST</i> +/- 1/4"	<i>STRETCHED WAIST</i> +/- 1/4"
MED	13"	15"	31"	12 1/2"	26"	40"
LG	14"	16"	31"	13 1/2"	28"	44"
XL	14 1/2"	16 1/2"	32"	14 1/2"	30"	48"
2X	15"	17"	32"	15 1/2"	34"	52"
4X	16"	18"	32"	17 1/2"	38"	60"
6X	17"	19"	32"	19 1/2"	44"	68"
10X	19"	21"	32"	23"	55"	84"
12X	21"	23"	32"	25"	59"	92"

2.21 FREEZER JACKETS, SHERIFF'S INMATE:

2.21.1 Material:

2.21.1.1 Outside of Jacket fabric to be 7 1/2 oz. black and white striped twill

2.21.1.2 Black fleece lined the entire length of the jacket, 380 gram weight 100% polyester.

2.21.1.3 Finished length is 43 1/2 inches.

2.21.1.4 Knit cuffs

2.21.1.5 Snap front closure.

2.21.1.6 One left breast pocket.

2.21.1.7 Stencil on center back of jacket "SHERIFF'S INMATE" in black capital 2" letters on white background

2.22 SHRINKAGE:

Allowable shrinkage on all garments is 3%.

2.23 QUANTITIES:

The successful bidder must be able to meet the quantities specified on Attachment "A".

2.24 PACKAGING:

2.24.1 Box size is 24"L x 12"H x 12"W

2.24.2 Box contents shall be consistent for like items and like sizes.

2.24.2.1 Box must be clearly labeled on the outside with size, quantity and content.

2.24.3 Must ship on 4 Way Pallet size 40" x 48" ONLY

2.24.4 No over hanging on pallets

2.25 GUARANTEE:

The successful bidder must guarantee product against any defect in workmanship or materials. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the bidder for prompt replacement with merchandise meeting the standards listed

herein. Should the bidder not meet this condition, the County shall obtain its requirements on the open market and the contractor shall be obligated to assume excess costs, if applicable.

2.26 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.27 DELIVERY AND INSTALLATION:

2.27.1 Delivery is desired as soon as possible, but **REQUIRED** no later than forty-five (45) days after Contractor's receipt of a purchase order or contract release order.

2.28 EXPEDITED DELIVERY:

2.28.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.28.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.28.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.29 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.29.1 Contract Serial number.

2.29.2 Contractor's name and address.

2.29.3 Using Agency name and address.

2.29.4 Using Agency purchase order number.

2.29.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.30 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
320 West Lincoln, Phoenix, Arizona 85003

2.31 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within _ () working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

2.32 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.33 ACCEPTANCE:

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.34 DISCONTINUED MATERIALS:

2.34.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.34.1.1 Documentation from the manufacturer that the material has been discontinued.

2.34.1.2 Documentation that names the replacement material.

2.34.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.34.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.34.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.34.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.35 WARRANTY:

2.35.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

2.35.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

2.35.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

2.35.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

2.36 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.37 INVOICES AND PAYMENTS:

2.37.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total Amount Due

2.37.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.37.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

2.37.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.38 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.39 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.40 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) year.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of two (2) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that

said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Workers' Compensation:
 - 3.5.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
 - 3.5.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are

covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.11 Certificates of Insurance.

3.5.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.11.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.11.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.12 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 ORDERING AUTHORITY.

3.6.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.6.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.7 REQUIREMENTS CONTRACT:

3.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed

when the County identifies a need and proper authorization and documentation have been approved.

3.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.7.3 Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.9 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.10 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.12 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.13 ADDITIONS/DELETIONS OF SERVICE:

3.13.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.13.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

3.14 SUBCONTRACTING:

3.14.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.16 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.16.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.16.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.16.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.17 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the

required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.18 **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.19 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.20 **RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.21 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

3.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.21.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.21.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a 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;

3.21.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.21.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.21.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.21.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.22.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.23 CONTRACTOR LICENSE REQUIREMENT:

3.23.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

3.23.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.24 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.24.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.24.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.25 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.26 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.