



## Cal Henderson, Sheriff

HILLSBOROUGH COUNTY  
TAMPA, FLORIDA 33601

**PURCHASING OFFICE**  
P.O. BOX 3371  
PHONE 813-247-8050  
FAX 813-247-0907

January 19, 1999

FISCAL DIVISION  
2008 E. 8th Avenue  
Tampa, FL 33605

Rosalyn McIntosh, Buyer  
(813) 247-8023

BID TITLE: Inmate Clothing

BID NUMBER: 16-99

### INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Provisions (Part A); the Special Provisions (Part B); and the Bid Proposal (Part C), which together with all attachments, constitute the entire "Bid Package". Said bid package must be the basis upon which all bid proposals are offered and the same (the entire bid package) must be kept together and returned, intact, by the time and at the place herein specified. The bidder must manually sign the General Terms and Provisions (Part A) and Bid Proposal (Part C). Any questions concerning this bid package should be directed to the Buyer whose name appears above.

When awarded, the bid package becomes the "**Contract Document**". The Bidder's signature on the bid constitutes Bidder's agreement to the terms therein. **READ THE ENTIRE BID CAREFULLY BEFORE SIGNING.**

NOTE: For your convenience a self-addressed mailing label is provided with this bid package. PLEASE USE THIS LABEL WHEN RETURNING THE BID.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE  
2008 E 8th Avenue  
Tampa, FL 33605

January 19, 1999

VENDOR:

SUBJECT: Request for Bid Number 16-99

BID TITLE: Inmate Clothing

OPENING DATE & TIME: February 9, 1999 @ 3:00 PM

PLACE: Sheriff's Operation Center  
Fiscal Division, Room 125  
2008 E 8th Avenue  
Tampa, FL 33605

Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated above.

PART A - GENERAL TERMS AND PROVISIONS:

1. Bids: Must be contained in a SEALED envelope addressed to: Cal Henderson, Sheriff, 2008 E 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the self addressed mailing label provided with this bid package must be on the outside of the envelope.

If our specifications, when included in our Request for Bid, are not returned with your bid, and no specific reference is made to them in your bid, it will be assumed that all specifications will be met.

2. The responsibility for getting the bid to the Sheriff's Office on or before the stated time and date will be solely and strictly the responsibility of the bidder. The Sheriff will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such bids shall be returned to the vendor unopened with the notation "This Bid Was Received After the Time Designated For the Receipt and Opening of Bids".
3. Time for Consideration: Bidder warrants by virtue of bidding the prices quoted in his bid will be good for an evaluation period of forty-five (45) calendar days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their bids after the opening time and date.

At bid opening, only bidders names will be read; unit prices will not be read, but will be available when the bid tabulation is completed.

4. Prices: All bids submitted must show the net bid price after any and all discounts allowable have been deducted. **Price(s) bid is/are to be F.O.B. Destination.** State sales tax and federal excise taxes shall not be included as the Sheriff's Office is tax-exempt for materials sold directly to them. The Sheriff will issue exemption certificates to the successful bidder when requested.

The Bidder's attention is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this bid matter and that all applicable taxes and fees shall be deemed to have been included in the Bidder's proposal as part of his materials cost, when applicable.

5. Bid Errors: When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the bidder.
6. Condition of Materials & Packaging: Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this bid shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
7. Claims: The successful bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
8. When to Make Delivery: Deliveries resulting from this bid are to be made during the normal working hours of the Sheriff's Office. It is the bidder's responsibility to obtain this information. See delivery schedule.
9. Manufacturer's Name: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the Sheriff's Office and such determination shall be final and binding upon all bidders.
10. Information and Descriptive Literature: Bidder must furnish all information requested in the bid. If specified, each bidder must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
11. Bid Submittal Costs: Submittal of a bid is solely at the cost of the bidder and the Sheriff's Office in no way is liable or obligates itself for any cost accrued to the bidder in coming up with the Bid Submittal.
12. No Bid: If the receipt of this request for bid is not acknowledged, Bidder's name may be removed from the bidders' mailing list.
13. Compliance with Occupational Safety and Health Act: Bidder certifies that all material, equipment, etc., contained in his bid meets all O.S.H.A. requirements.
14. Acceptance and Rejection: The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all bids, for cause, to waive irregularities, if any, in any bid, and to accept the bid or bids which in the judgement of the Sheriff is in the best interest of Hillsborough County.

15. Public Entity Crimes: Pursuant to Florida Statute 287.132 and 287.133, effective July 1, 1989, the Hillsborough County Sheriff, as a public entity, may not accept any bid or proposal from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (currently \$10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

If you submit a bid or proposal in response to this request, you are certifying that Florida Statute 287.132 and 287.133 does not restrict your submission.

16. Acceptance and Rejection: The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all bids, for cause, to waive irregularities, if any, in any bid, and to accept the bid or bids which in the judgement of the Sheriff is in the best interest of Hillsborough County.
17. Specifications are attached.

CAL HENDERSON, SHERIFF  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_ (Signature on File)  
J.H. Shillady, Manager  
Fiscal Bureau

18. General Terms and Provisions outlined above are acknowledged. Our bid is attached.

Date \_\_\_\_\_

Signed \_\_\_\_\_  
Company Officer

\_\_\_\_\_  
Company Name

NOTE: THIS MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 18. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE SPECIFICATION PAGE OR IN YOUR BID RESPONSE.

## PART B - SPECIAL PROVISIONS

### 1. IN GENERAL

The purpose of these specifications is to describe the requirements of the Hillsborough County Sheriff's Office for inmate clothing for use within the Hillsborough County Jails.

### 2. SCOPE

The requirements of this bid include furnishing and delivering the commodities as specified herein to our delivery location as noted below:

Orient Road Jail  
Warehouse  
1201 Orient Road  
Tampa, FL 33619

Delivery hours: 8:00 am to 4:00 pm, Monday thru Friday

### 3. WAREHOUSE REQUIREMENTS

All items herein will be maintained as stock or be readily available items to the awardee. Awardee must maintain a sufficient inventory of such items as to provide delivery, complete, within a maximum period of forty five (45) calendar days from receipt of order to arrival of goods at the specified location.

### 4. BRAND NAMES

Brand names, when furnished, are for reference purposes and to establish a standard of quality. Vendors may bid on those brands or approved equals. **A sample of each product offered will be required with the bid response for test and evaluation prior to award. Each sample will be marked with the vendor name and item number as shown on the Bid Response Form. Samples will be evaluated prior to bid award.**

**The evaluation of bids and the determination as to equality of products offered shall be the sole and final responsibility of the Hillsborough County Sheriff's Office and will be based on information and/or samples furnished by the Bidder.**

### 5. ESTIMATED QUANTITIES

Estimated quantities shown represent initial start-up quantities and should not be construed as representing actual quantities to be purchased under this bid.

The Hillsborough County Sheriff's Office reserves the right to add or delete any items from this bid or resulting award(s) when deemed to be in the best interest of the County.

### 6. AWARD

Award shall be made to the lowest responsible and responsive bidder meeting specifications, price and other factors considered. The Sheriff's Office reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the Hillsborough County Sheriff.

In the event two (2) or more vendors have submitted the lowest and best bids, preference may be given in the award in the following order. First, to the vendor who has his/her principal place of business in Hillsborough County; second, to the vendor who has a place of business in Hillsborough County; and, third, if the vendors involved in the "tie bid" situation are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.

7. CONTRACT PERIOD

The contract shall be effective for one (1) year from the date of award. By written mutual consent between the Hillsborough County Sheriff's Office and the awardee, the contract may be extended on an annual basis for up to one (1) additional year.

8. ESCALATION/DE-ESCALATION

The Hillsborough County Sheriff's Office will allow an escalation/de-escalation provision in this bid.

The escalation/de-escalation will be allowed provided the awardee(s) notify the Hillsborough County Sheriff's Fiscal Division of the pending increase/decrease a minimum of thirty (30) calendar days prior to the end of each one (1) year period for which the bid was awarded. Said notification shall consist of manufacturers proof of increase and shall include each individual item, the amount of increase/decrease and the applicable Bid Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.

9. DEFAULT

The contract may be cancelled or annulled by the Hillsborough County Sheriff's Fiscal Director in whole or in part by written notice of default to the awardee upon non-performance or violation of contract terms. An award may be made to the next low responsive & responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. Failure of the contractor to deliver materials or services within the time stipulated in these specifications, unless extended in writing by the Fiscal Director, shall constitute contract default. Vendors who default of contracts may be removed from the vendor mailing lists for future contracts at the discretion of the Fiscal Director.

10. CANCELLATION

When deemed to be in the best interest of the Hillsborough County Sheriff's Office, any contract(s) resulting from this specification may be canceled by the following means:

- a. Ten (10) calendar days written notice with cause, or;
- b. Thirty (30) calendar days written notice without cause.

11. NEXT LOW BIDDER

In the event of a default by the awarded vendor, the Hillsborough County Sheriff's Office reserves the right to utilize the next low responsive and responsible bidder as the new awardee. In the event of this occurrence, the next low responsive and responsible bidder shall be required to provide the bid items at the prices as contained on their proposal for this specification for the remainder on the award period.

12. DELIVERY

Material(s) ordered shall be delivered within forty five (45) calendar days After the Receipt of the Order (ARO). Failure to do same shall be considered breach of contract or default and the Hillsborough County Sheriff's Office shall utilize its options as stated herein.

**Any back-ordered materials shall be made available within fifteen (15) days of the time of back-order (original date of receipt). If the back-order cannot be filled within the time frame of this requirement, then the Hillsborough County Sheriff's Fiscal Division is to be notified, in writing, thus permitting the Hillsborough County Sheriff's Office to obtain the required materials and/or exercise its options as stated herein.**

13. SUBSTITUTION

The awardee(s) shall not substitute items for like items unless there has occurred some mishap causing a shortage of said items. Such measures may only be enacted after verifying that it will be allowed by the Hillsborough County Sheriff. Any violation of such procedure will be considered cause for cancellation. All substitutes will be annotated as such on the shipping documents.

14. VENDOR QUALIFICATIONS

Vendors may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the item or service offered satisfactorily and expeditiously.

The Hillsborough County Sheriff's Office reserves the right to inspect the vendor's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.

15. INVOICING AND PAYMENTS

Vendors may invoice the Hillsborough County Sheriff's Office for material(s) orders as shipped.

The invoice shall show:           Shipping location; Items shipped;  
  Quantity & Stock Number.

**Always show purchase order number on invoices.**

Timely payment of invoices is incumbent upon the Hillsborough County Sheriff's Office and in no case shall payment exceed forty-five (45) days from date of receipt of an invoice.

Invoices should be mailed to:           Hillsborough County Sheriff  
  Attention: Fiscal Division  
  P.O. Box 3371  
  Tampa, FL 33601

16. EXCEPTIONS TO BID

All bid submittals must clearly state with specific detail all deviations to the requirements imposed upon the Bidder by the General Terms and Provisions (Part A) and Special Provisions (Part B). Such deviations should be stated upon the Bid Proposal (Part C) or appended thereto. Bidders are hereby advised that the Hillsborough County Sheriff will only consider bid proposals that meet the specifications and other requirements imposed upon them by this bid package. In instances, where an exception is stated upon the Bid Proposal (Part C), said bid proposal will be subject to rejection by the Hillsborough County Sheriff in recognition of the fact that said bid proposal does not meet the exact requirements imposed upon the Bidder by the General Terms and Provisions (Part A) and the Special Provisions (Part B).

17. EMERGENCY

If and when an emergency requirement should occur, the Sheriff's Office reserves the right to deviate from this contract and procure the item(s) from the most available source.

18. BID OPENING

At the bid opening only the bidder's name and the opening time will be recorded. Tabulation sheets will be prepared at a later date. All vendors responding with a bid will receive a copy of the bid tabulation.

The undersigned understands that this Bid Proposal **must be signed** in ink and that the **unsigned** Bid Proposal will be considered incomplete and subject to rejection by the Hillsborough County Sheriff's Office.

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A) AND THE SPECIAL PROVISIONS (PART B), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS PROPOSAL.

\* \* \* USE INK ONLY \* \* \*

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

BID PROPOSAL TO BE CONSIDERED BY THE HILLSBOROUGH

COUNTY SHERIFF'S OFFICE

EXCEPTIONS TO BID: NOTES - ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PROPOSAL TO BE REJECTED BY THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE. **ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 16 OF THE SPECIAL PROVISIONS (PART B).**

1. The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions (Part A) and the Special Conditions (Part B), upon which this Bid Proposal is based, to wit:

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**Submission of samples is a contingency for award consideration. Please submit samples with bid response.**

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT PRICE
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UNISEX INMATE CLOTHING

- Inmate work pants, elastic waist, with mock fly, no zippers, no pockets, all seams to be triple stitched, fabric to be 7-1/2 oz twill, 65% polyester, 35% combed cotton, industrial wrinkle-free laundry finish fabric, Millikin Fabric or an approved equal may be used, 1-1/2" elastic waist band safety stitch set folded over 2 needle lock stitched down, pants to be of full cut pattern with 1" orange vertical stripe single needle lock stitch inserted in the seams. Stenciled letter size on right stripe insert approximately six (6) inches from top of waistband per attachment "B".  
Sizes range from small to 13X-large.

<u>Color</u>	<u>Fabric No.</u>		
Navy/Orange Stripe	1685/7856	1500 pr	\$ _____/pr
Fabric Brand/Stock # _____			

- Inmate work shirt, orange front, navy back with orange half front raglan sleeve, V-neck, slip on style, short sleeve, no buttons, all seams to be triple stitched, fabric to be 7-1/2 oz twill, 65% polyester, 35% combed cotton, industrial wrinkle-free laundry finish fabric, Millikin Fabric or an approved equal may be used, shirt to be square bottom, reinforced V-neck range continuous piping to prevent tearing at neck opening, sleeve and bottom hems to be double folded, shirt to be of full cut pattern , sizes range from small to 13X-large. Shirts are to be stenciled on back in navy blue per attachment "A". Stenciled letter size inside back of shirt. See attached photo.

<u>Color</u>	<u>Fabric No.</u>		
Navy/Orange with stencil	1685/7856	2000 ea	\$ _____/ea
Brand/Stock # _____			

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT PRICE
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3. Inmate work pants, elastic waist, with mock fly, no zippers, no pockets, all seams to be triple stitched, fabric to be 7-1/2 oz twill, 65% polyester, 35% combed cotton, industrial wrinkle-free laundry finish fabric, Millikin Fabric or an approved equal may be used, 1-1/2" elastic waist band safety stitch set folded over 2 needle lock stitched down, pants to be of full cut pattern. Sizes range from small to 13X-large. Stenciled letter size on right rear hip per attachment "C". Stenciled "Jail" below letter size per attachment "C".

<u>Color</u>	<u>Fabric No.</u>		
Orange	7856	1500 pr	\$ _____/pr
Fabric Brand/Stock # _____			

4. Inmate work shirt, orange front, navy back with orange half front raglan sleeve, V-neck, slip on style, short sleeve, no buttons, all seams to be triple stitched, fabric to be 7-1/2 oz twill, 65% polyester, 35% combed cotton, industrial wrinkle-free laundry finish fabric, Millikin Fabric or an approved equal may be used, shirt to be square bottom, reinforced V-neck range continuous piping to prevent tearing at neck opening, sleeve and bottom hems to be double folded, shirt to be of full cut pattern , sizes range from small to 13X-large. Shirts are to be stenciled on back in navy blue per attachment "A". Stenciled letter size inside back of shirt per attachment "C".

<u>Color</u>	<u>Fabric No.</u>		
Orange	7856	1500 ea	\$ _____/ea
Brand/Stock # _____			

BID TITLE: Inmate Clothing

BID NUMBER: 16-99

3. VENDOR:

- Check One:     Proprietorship  
                    Partnership  
                    Corporation

Federal ID No. \_\_\_\_\_

WAREHOUSE ADDRESS IF DIFFERENT FROM ABOVE: \_\_\_\_\_

TELEPHONE NUMBER FOR PLACING ORDERS: (\_\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_\_) \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

OUR COMPANY HAS BEEN IN BUSINESS UNDER ITS PRESENT NAME SINCE: \_\_\_\_\_

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in the bid package.

The above named Bidder affirms and declares:

1. that the Bidder is of lawful age and that no other person, firm or corporation has any interest in this proposal or in the contract proposed to be entered into;
2. that this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud;
3. that the Bidder is not in arrears to Hillsborough County or the Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
4. that no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this proposal; in the performance of the contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees, if awarded the Bid, to complete delivery within forty-five(45) days ARO.

The undersigned agrees, also, that this bid shall remain open for an evaluation period of forty-five (45) days following the opening of bids.

PLEASE PRINT                    -

Respectfully submitted,

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately to:

HILLSBOROUGH COUNTY SHERIFF  
FISCAL DIVISION  
P.O. BOX 3371  
TAMPA, FL 33601

We, the undersigned, have declined to bid on your Bid No. 16-99 for Inmate Clothing for the following reasons:

\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

\_\_\_\_ Insufficient time to respond to the Invitation for Bid.

\_\_\_\_ We do not offer this product or an equivalent.

\_\_\_\_ Our Product schedule would not permit us to perform.

\_\_\_\_ Unable to meet specifications.

\_\_\_\_ Unable to meet Bond Requirements.

\_\_\_\_ Specifications unclear (explain below).

\_\_\_\_ Remove our company from your bid list.

\_\_\_\_ Other (specify below)

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We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the list of qualified bidders for the Hillsborough County Sheriff's Office.

PLEASE PRINT	-	COMPANY NAME	_____
		COMPANY OFFICER	_____
		TELEPHONE NUMBER	_____
		DATE	_____
		SIGNATURE	_____