

**SOUTHEASTERN PA COUNTIES COOPERATIVE  
PURCHASING BOARD**

**Invitation to Bid # 24-31-MZ**

**for**

**Inmate and Resident Clothing**

**Issued on November 14, 2024**

**Submittal Deadline:**

**Thursday, December 12, 2024, 1:00 P.M. Local prevailing time  
Refer to Section One, paragraph 2.1 for submittal instructions.**

**Opening Date/Time:**

**Thursday, December 12, 2024, 2:30 P.M. Local prevailing time**

**County's Point-of-Contact for this ITB:**

**Mansoor Zaki**

**Tel: 610-478-6168 ext.6274 Fax: 610-898-7426 Email: [Mzaki@berkspa.gov](mailto:Mzaki@berkspa.gov)**

**Mailing Address: Berks County Services Center, 633 Court Street – 13<sup>th</sup> Floor,  
Reading, PA, 19601**

This Invitation to Bid (ITB) package consists of 83 pages including this cover page and the Table of Contents page. If the ITB package you received is missing any pages, contact the County of Berks Purchasing Department at telephone number (610) 478-6168.

## **TABLE OF CONTENTS**

### **SECTION**

<b>One</b>	<b>Instructions to Bidders</b> Part 1 – Introduction and General Instructions Part 2 – Bid Submission: Format and Content Part 3 – Evaluation of Bids Part 4 – Operation of Resulting Agreement
<b>Two</b>	<b>Technical Specifications</b>

### **ATTACHMENTS**

<b>Attachment A</b>	<b>Bid Form</b>
<b>Attachment B</b>	<b>Piggyback Agreement</b>
<b>Attachment C</b>	<b>Non-Collusion Affidavit</b>
<b>Attachment D</b>	<b>Reference Form</b>
<b>Attachment E</b>	<b>Bid Bond</b>
<b>Attachment F</b>	<b>Consent of Surety</b>
<b>Attachment G</b>	<b>No Bid Reply Form</b>
<b>Attachment H</b>	<b>Form of Agreement and General Conditions</b>
<b>Attachment I</b>	<b>Performance Bond</b>
<b>Attachment J</b>	<b>Form of Purchase Order</b>
<b>Attachment K</b>	<b>Worker Protection and Investment Certification Form BOP-2201</b>
<b>Attachment L</b>	<b>Price Schedule</b>

# SECTION ONE

## INSTRUCTIONS TO BIDDERS

---

---

### **PART 1 - Introduction and General Instructions**

#### **1.1 Purpose of Invitation to Bid**

This Invitation to Bid (“ITB”) sets forth the terms and conditions under which a successful Bidder shall be obligated to supply and deliver an indefinite quantity of Inmate and Resident Clothing, as further detailed in the specifications (“Goods and Services”), through sealed bids (each a “Bid”) and which are requested by the County of Berks (hereinafter “County”), a municipal corporation with its principal office in Reading, Pennsylvania and such additional members of the Southeastern Pennsylvania Counties Cooperative Purchasing Board (hereinafter “SPCCPB”) as may elect to make purchases under the terms and conditions set forth in the Form of Agreement and General Conditions attached hereto as Attachment H. If the County elects to make an award to the lowest responsive, responsible Bidder for the Goods and Services, the Form of Agreement and General Conditions included as Attachment H to this ITB as well as all documents incorporated therein shall form the entire agreement between the County and the successful Bidder (“Agreement”)

##### **1.1.1. Background**

The SPCCPB is an organization of County Governments formed for the purpose of purchasing commodities and services that lend themselves to bulk buying, all in accordance with the applicable provisions of P.L. 526, April 29, 1937, P.L., July 28, 1941 and P.L. 509, July 9, 1959.

##### **1.1.1.1. The Current SPCCPB members are:**

Berks County	Lancaster County
Bucks County	Lehigh County
Chester County	Montgomery County
Delaware County	Northampton County

##### **1.1.1.2. The entities directly participating in the ITB are:**

Berks County	Lancaster County
Bucks County	Lehigh County

1.1.1.3. During the term of any contract resulting from this ITB, the SPCCPB would like to afford the same prices, terms and conditions to any current or future member of the SPCCPB, even though their requirements are not included in the quantities listed in this ITB. All Bidders are asked to complete and return with their Bid Attachment B, Piggyback Agreement, contained herein, indicating whether or not they are willing and able to extend their bid pricing to other SPCCPB members.

##### **1.1.2. Responsibility of Participating Entities**

It shall be clearly understood and agreed by all Bidders that each SPCCPB member participating in this ITB shall be individually responsible to the successful Bidder for the execution of a contract or purchase order for its respective share of the total quantity specified in this ITB, and payment for its proportionate share of the total purchase. Under no circumstances shall the County or any other participating entity be responsible for the payment of another participating member’s purchase.

1.1.2.1. Orders will be placed by each County on an as-needed basis throughout the contract term.

# SECTION ONE

## INSTRUCTIONS TO BIDDERS

---

1.1.2.2. Each County will initiate either its own contract or contract for its respective share of Inmate and Resident Clothing shown in the specifications.

### 1.1.3. Quantities

1.1.3.1. All quantities listed are estimates only and may be increased or decreased in accordance with actual requirements. There are no guaranteed minimums.

1.1.3.2. Each County in accepting any bid or portion thereof:

1.1.3.2.1. Contracts only and agrees to purchase only those individual items in such quantities as represent its actual normal requirements.

1.1.3.2.2. Will only pay for those units requested, received, inspected, accepted and approved by the respective County.

1.1.3.2.3. Shall have the right to purchase units from the vendor in excess of their estimated quantities.

## 1.2 Pre-Bid Meeting

Not applicable.

## 1.3 Due / Opening Dates

1.3.1 The deadline for receipt of Bids is 1:00 P.M., local prevailing time, Thursday, December 12, 2024 (“Bid Deadline”). The County Controller’s time clock shall be considered the official time. **There will be no exceptions to Bid Deadline.** See Section One, paragraph 2.1 for detailed submittal instructions.

1.3.2 Bids will be opened publicly at 2:30 P.M., local prevailing time, the same day, Thursday, December 12, 2024 (“Bid Opening”). As Bidders may attend the bid opening through a live broadcast using Microsoft Teams. A summary of Bids received (company name and Bid price) will be posted on the Purchasing Department page of the County’s website ([www.berkspa.gov](http://www.berkspa.gov)). The Microsoft Teams URL for the opening can be found on the following site under the listing for this specific ITB: <https://www.berkspa.gov/departments/purchasing/itb-rfp>

## 1.4 Bid Modification / Withdrawal

1.4.1 Bids may not be modified after submittal. Bids may be withdrawn after submittal, provided the Bidder makes its request to withdraw in writing and the request is acknowledged by the Owner in writing prior to the time specified for Bid opening in the Invitation to Bid.

1.4.2 Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered.

1.4.3 Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened if the price Bid was submitted in good faith, and the Bidder submits credible evidence that the reason for the price Bid being substantially lower was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the Bid; provided, (i) notice of a claim of the right to withdraw such Bid is made in writing with the County within two (2) business days after the

# SECTION ONE

## INSTRUCTIONS TO BIDDERS

---

Bid Opening; and (ii) the withdrawal of the Bid would not result in the awarding of the Agreement on another Bid of the same Bidder, its partner, or to a corporation or business venture owned by or in which such Bidder has a substantial interest. No Bidder who is permitted to withdraw a Bid shall supply any material or labor to or perform any subcontract or other work agreement for any person to whom the Agreement may be subsequently awarded without the prior written approval of the County.

1.4.4 Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after Bid opening. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.

1.4.5 Prevailing Wages – Not Applicable

1.4.6 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

### **1.5 Bidder Questions / Requested Changes to ITB**

1.5.1 Questions requesting changes to the ITB requirements, or requests to bid a product that differs from the Technical Specifications must be submitted **in writing** to the County's point-of-contact for this ITB (see cover page) no later than 3:00PM on November 25, 2024.

1.5.2 Requests to bid a product that differs from the Technical Specifications must include detailed specifications on the proposed substitute product(s). If requested by the County, the Bidder shall provide samples of the proposed substitute product(s). Such samples shall be provided at the expense of the Bidder and shall become the property of the County.

1.5.3 Answers to questions, acceptance of requested changes to ITB requirements or Technical Specifications will be provided in an amendment to the ITB, which will be posted on the County's website ([www.berkspa.gov](http://www.berkspa.gov)) and notice of the issuance of the amendment will be given to all parties recorded by the County as having received the ITB documents from the County's Purchasing Department.

1.5.4 Questions answered or responses not set forth in an amendment shall not be valid and binding upon the County. A Bid that contains exceptions or offers substitute products not previously approved by the County may result in the County rejecting the Bid as a non-responsive Bid.

### **1.6 Preparation Costs**

The County will not be responsible for any costs associated with the preparation or submittal of any Bid. If the County rejects a Bid or does not award an Agreement to any particular Bidder, the Bidder agrees that it will not seek to recover lost or expected profits, bid preparation costs or claims for unjust enrichment.

### **1.7 Bidders' Receipt of the ITB Package**

1.7.1 The County's Purchasing Department is the sole authority to provide the ITB package to interested companies or individuals. Bidders who are working from an ITB package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a Bid's errors, omissions or misinterpretations resulting from a Bidder's use of an incomplete ITB package.

1.7.2 Bidders who have received the ITB package from a source other than the County's Purchasing Department or who have downloaded the ITB package from the County's

# SECTION ONE

## INSTRUCTIONS TO BIDDERS

---

website, are advised to contact the Purchasing Department to provide their company's name, address, telephone number, fax number and contact name. This will ensure that the Bidder will receive all communication regarding the ITB such as addenda.

### 1.8 Public Information

- 1.8.1 Under Pennsylvania's "Right to Know" laws (65 P.S. §§ 67.101-67.3104), public records are required to be open to reasonable inspection. The County will make available for viewing the Bids and associated documents by appointment, at the County's Purchasing Department. Requests for photocopies of public records must be made to the Chief Clerk and will be provided to the requestor for a nominal per page fee.
- 1.8.2 Trade secrets and other proprietary data associated with the Goods and Services may be held confidential, if the Bidder requests, in writing, that the County does so, and if the County agrees, in writing, to do so. Material considered confidential by the Bidder must be clearly identified and the Bidder must include a brief statement that sets out the reasons for confidentiality.
- 1.8.3 All Bids received become the property of the County.

## **PART 2 - Bid Submission: Format and Content**

### 2.1 Submission of Bids

- 2.1.1 **Bids shall be submitted** with one (1) original and one (1) copy printed on 8½" x 11" paper and an electronic file of Attachment L on a thumb drive (when quoting more than 15-line items) to the following address: **County of Berks, c/o County Controller, Berks County Services Center, 633 Court Street, 12<sup>th</sup> Floor, Reading, PA 19601**. The original Bid shall be marked "original", and the copy of the Bid must be a complete copy of the original including all attachments and appendixes.
- 2.1.2 Bids (original and copies) must be enclosed in a sealed, opaque envelope or other container with the words "Sealed Bid – Inmate and Resident Clothing" and the Invitation to Bid number clearly printed on the outside.
- 2.1.3 **To be considered, the Bid must be submitted in accordance with all requirements set forth in this ITB.**

### 2.2 Submission of Samples

- 2.2.1 **Bidders shall include with their Bid a minimum of two (2) samples of each style of the exact alternate item being offered** and a size chart capturing all sizes requested for this bid. Samples are to be submitted directly to each participating County at the address listed below and must be received by the County by the Bid Deadline for the Bid to be considered complete. Any separate package containing samples must note the applicable ITB number on the outside of the package along with the word "Samples" and must include (inside or outside) the Bidder's name.

Berks County Purchasing Department 13 <sup>th</sup> Floor, Services Center 633 Court Street Reading, PA 19601	Lancaster County Purchasing Department 150 North Queen Street Suite 712 Lancaster, PA 17608
---	---

## SECTION ONE INSTRUCTIONS TO BIDDERS

Bucks County Department of Corrections 1730 S. Easton Road Doylestown, PA 18901	Lehigh County Office of Procurement 17 S. 7 <sup>th</sup> Street Room 450 Allentown, PA 18101
Bucks County Youth Center 1750 S. Easton Rd Doylestown PA 18901	Intentionally Left Blank

2.2.2 Samples submitted shall become the property of the Counties. Bidder shall bear the costs of providing the required samples.

2.2.3 The Counties reserve the right to: (a) request additional samples of the product; (b) conduct in-house testing of the product; or (c) perform tests of the product, including destructive tests, which would indicate the product's performance under actual Counties usage conditions, to completely evaluate the product and make a determination as to its compliance with the specifications.

### 2.3 Bid Security

2.3.1 Bids must be accompanied by Bid security in the form of a certified check, irrevocable standby letter of credit, or Bid Bond in the amount of ten percent (10%) of the total amount of the Bid. Any surety bond submitted must be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. **Surety bonds must be furnished using the form provided herein or a replication of this form by the surety company.** Such Bid security shall be a guarantee of good faith and is to become the property of the County as just and liquidated damages in the event that the County incurs any losses as a result of the successful Bidder's failure to furnish the required executed form of agreement, performance security of certificate of insurance within ten (10) business days of date the County's request.

2.3.2 Bid security shall be made payable to the "County of Berks" and the participating member Counties of the SPCCPB: Bucks County, Lancaster County, and Lehigh County.

2.3.3 The Bid security submitted by each Bidder, will be returned after the County has signed the Agreement.

**2.3.3.1 Use of a Bid Bond form other than the one provided herein, Attachment E, or an exact replication of such form is considered a material defect. Failure to include Bid security in the Bid is considered a material defect. Such Bids will be rejected immediately after opening as non-conforming.**

### 2.4 Consent of Surety

2.4.1 If performance security will be provided in the form of a performance bond, a Consent of Surety (sample form included as Attachment F) must be submitted by the Bidder with its Bid. The Consent of Surety shall consist of a statement from the Bidder's bonding company certifying that, if the Bidder is awarded the Agreement, the bonding company will provide a Performance Bond in the amount of fifty percent (50%) of the total Agreement amount. The Consent of Surety must be accompanied by a Power of Attorney attesting to the signer's authority to commit the bonding company. The Consent of Surety must not contain any conditions that contradict the terms and conditions of this ITB.

# SECTION ONE

## INSTRUCTIONS TO BIDDERS

---

---

**2.4.2 If performance security will be provided in a form other than a performance bond, Bidder must submit with their Bid a statement on company letterhead noting the form in which performance security will be provided.**

### **2.5 Worker's Protection and Investment Certification**

To ensure compliance with all applicable Pennsylvania state labor and workforce safety laws, the Bid shall be accompanied by a completed Worker Protection and Investment Certification Form BOP-2201 acknowledging the Bidder's responsibilities and compliance with Executive Order 2021-06, Worker Protection and Investment, October 21, 2021. Refer to Attachment "L" for the Worker Protection and Investment Certification Form BOP-2201. The Worker Protection and Investment Certification Form BOP-2201 shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Form.

### **2.6 Use of Bid Forms**

2.6.1 The Bid shall be made on the forms included in this ITB and all applicable blanks on such forms shall be filled in. The forms to be included in the Bid are:

Attachment A Bid Form;

Attachment B Piggyback Agreement;

Attachment C Non-collusion Affidavit;

Attachment D Reference Form;

Attachment E Bid Bond (or other approved form of Bid security);

Attachment F Consent of Surety; and,

Attachment K Worker Protection and Investment Certification Form BOP-2201.

**2.6.2 A Bidder's failure to submit proper documentation may result in the County's rejection of the Bid.**

2.6.3 For each line item offered, Bidders shall show both the unit price and extended price. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct, and the extended price shall be corrected accordingly.

2.6.4 Bids for supplies or services other than those specified or approved substitutes will not be considered.

### **2.7 Evidence of Insurance**

All Bidders must provide with their Bid a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in Attachment H Form of Agreement and General Conditions of this ITB.

### **2.8 Conflict of Interest**

2.8.1 To preserve the integrity of County and SPCCPB members' employees and elected officials and to maintain public confidence in the ITB process, the County and each member of the SPCCPB prohibits the solicitation or acceptance of anything of value by a County or SPCCPB's employee or elected official from any person seeking to initiate or maintain a business relationship with County or SPCCPB's member's departments, boards, commissions, and agencies.



# SECTION ONE

## INSTRUCTIONS TO BIDDERS

---

2.8.2 Bidders shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the County, a SPCCPB member or their designees. Nor shall Bidders favor any employee or elected official of the County, a SPCCPB member or their designees with gifts or entertainment of significant cost or value or with services or goods sold at less than full market value.

2.8.3 **It is the Bidder's responsibility to include in their Bid a notification to the County of any principals in the company, their spouse, or their child who are employed by the County, or any other SPCCPB member and of any other possible conflict of interest that exists and the nature of that conflict.**

2.8.4 The County reserves the right to disqualify a Bidder or cancel the award of the Agreement if any association disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Goods and Services to be supplied by the Bidder. The County's determination regarding any question of conflict of interest shall be final.

### **2.9 Proof of Product Equivalency**

If applicable and/or required in the Technical Specifications, Bids must include proof of product equivalency and/or manufacturer specification sheets.

### **2.10 Debarment**

By submitting a Bid, the Bidder certifies to the County that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government and if the Bidder cannot so certify, then it shall submit with its Bid a written explanation of why such certification cannot be made.

## **PART 3 – Evaluation of Bids**

### **3.1 EVALUATION OF BIDS**

The County reserves the right to award a single contract for the total requirement of the ITB or award multiple contracts on a group or line-item basis in any combination that best serves the interest of the County.

### **3.2 Rejection or Disqualification of Bids**

3.2.1 A Bid that is incomplete, obscure, conditioned or contains additions or substitute products not called for or irregularities of any kind, including, but not limited to, alterations or erasures which are not initialed, may be rejected as non-conforming. Reasons for rejection of a Bid at the time of Bid Opening include, but are not limited to, failure to include a signed Bid Bond (if required) on the County's form; failure to include a signed consent of security (if required); failure to include a signed Non-Collusion Affidavit; and lack of an authorized signature on the Bid Form.

3.2.2 The County reserves the right to waive a Bid's minor irregularities if rectified by Bidder within three (3) business days of the County's issuance of a written notice of such irregularities.

3.2.3 **Any Bidder who has demonstrated poor performance during a current or previous agreement with the County or another SPCCPB member may be considered a non-responsible Bidder and its Bid may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.**

## SECTION ONE INSTRUCTIONS TO BIDDERS

---

3.2.4 The County reserves the right to disqualify a Bid before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

### 3.3 Identification of the Lowest Responsive, Responsible Bidder

3.3.1 The County intends to award the Agreement to the lowest responsive, responsible Bidder meeting all terms, conditions, and specifications of the ITB, within sixty (60) days of the opening of the Bids. Submitted Bids shall remain valid during this sixty-day period. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all Bids or parts thereof.

3.3.2 In determining the lowest responsive, responsible Bidder, the following conditions, among others, will be considered. Whether the Bidder:

3.3.2.1 maintains a permanent place of business;

3.3.2.2 has adequate equipment to supply the Goods and Services properly and expeditiously;

3.3.2.3 has suitable financial status to meet obligations incident to supply the Goods and Services;

3.3.2.4 has had experience on projects of similar character and magnitude; and

3.3.2.5 is licensed to do business in the Commonwealth of Pennsylvania (if applicable).

### 3.4 Post-Bid Qualifications

After the Bid Opening, Bidders must be prepared to present suitable evidence of their qualifications and financial standing within three (3) business days after request by the County.

### 3.5 Post-Bid Forms

After the County identifies the apparent lowest responsive, responsible Bidder, the County's Purchasing Office will notify such Bidder. Such Bidder shall, within ten (10) business days of such notice, submit all necessary post-Bid documentation meeting the requirements of this ITB, which shall include, without limitation:

3.5.1. an executed Form of Agreement;

3.5.2. performance security and

3.5.3. certificate of insurance.

### 3.6 Performance Security

3.6.1 Upon the County's request, the apparent lowest responsive, responsible Bidder shall furnish performance security guaranteeing that the Goods and Services will be completed and supplied to the County in accordance with the Agreement and within the time specified. The performance security amount shall be equivalent to fifty percent (50%) of the total Agreement amount. The performance security shall be in the form of a certified check, irrevocable standby letter of credit, or performance bond. **Performance bonds must be provided on the County's Performance Bond Form, a copy of which is included in this Invitation to Bid as Attachment I.** The successful Bidder shall pay the entire cost of the performance security. All Bidders are hereby informed that failure to post the required performance security within ten (10) business days of the County's request shall be a breach of a condition precedent to the award of the Agreement. The County may reject the Bidder's Bid, draw upon such Bidder's Bid security, and award the Agreement to another Bidder.

## SECTION ONE INSTRUCTIONS TO BIDDERS

---

- 3.6.2 The performance security shall be payable to the “County of Berks, Bucks County, Lancaster County, and Lehigh County”.

### **3.7 Confidentiality of Protected Health Information**

To the extent applicable, the parties hereto agree to fully comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, and all amendments thereto and regulations promulgated thereunder (collectively, “HIPAA”), as well as any other applicable laws or regulations concerning the privacy and security of health information. The successful Bidder agrees at all times to treat any protected health information (as defined by HIPAA), created by or disclosed or otherwise made available to the successful Bidder in connection with the Agreement, in accordance with all federal, state and local laws and regulations regarding the confidentiality of protected health information. Without limitation to other rights and remedies under the Agreement or afforded by law, County may immediately terminate the Agreement if it determines that there has been a material breach of this provision.

To the extent that County meets the definition of a “Covered Entity” or “Business Associate” (as such terms are defined under HIPAA) and the successful Bidder is determined by County to meet the definition of a “Business Associate” or “Subcontractor” (as such terms are defined under HIPAA) of County, the successful Bidder and County shall enter into a HIPAA Business Associate Agreement in a form satisfactory to County, which shall govern the treatment of any protected health information created, received, transmitted or maintained by successful Bidder on behalf of the County.

### **3.8 Awarding the Agreement**

Upon the County’s receipt and approval of the lowest responsive, responsible Bidder’s Post-Bid qualifications and forms, the County will make a recommendation to the County Commissioners with regard to awarding the Agreement. The Agreement shall only be awarded upon the passage of a resolution awarding the Agreement by the Berks County Board of Commissioners.

### **3.9 Protests**

Any and all protests related to this Invitation to Bid are subject to the County of Berks Protest Policy which is located on the County of Berks Purchasing Department website:  
<https://www.berkspa.gov/departments/purchasing/itb-rfp>

## **PART 4 – Operation of Resulting Agreement**

### **4.1 Form of Agreement and General Conditions**

Upon request, the apparent lowest, responsible Bidder shall fill in all necessary details and execute the Form of Agreement and General Conditions attached hereto as Attachment H and submit the same for the County’s execution.

### **4.2 Agreement Documents**

The entire integrated Agreement shall be comprised of the Agreement Documents which include, without limitation, the executed Form of Agreement, this ITB, the successful Bidder’s performance security, the Bid of the successful Bidder, and all purchase orders.

### **4.3 Pricing**

- 4.3.1. For the purchase of this Invitation to Bid a 12-month (one year) term shall be broken out into two (6), month periods, hereafter referred to as a half. The first half shall be based upon the

## SECTION ONE INSTRUCTIONS TO BIDDERS

---

- awarded bid prices. All future halves shall allow for the Vendor to request a price redetermination as outlined within Clause 4.3, Pricing. If a price redetermination is requested, once the pricing is calculated and agreed to by the County using the Producer Price Index (PPI) as detailed herein shall remain in effect, unchanged for the entirety of that half. Clause 4.3, Pricing shall be applicable to any and all one-year extensions/renewals to the contract term that are exercised between the Vendor and the County.
- 4.3.2. The PPIs to be utilized are the unadjusted index (not seasonally adjusted) for Textile Products & Apparel (Industry Code 03): Apparel, Women's, girls', and infants' cut and sew apparel (Code 03-8106) and Textile Products & Apparel (Industry Code 03): Men's and boys' cut and sew apparel (Code 03-8107); in the case in which an item is labeled as Unisex the Men's and boys' cut and sew apparel (Code 03-8107) would apply. Percentage increase recommendations shall be for the unit prices in effect during the half prior to the proposed term.
- 4.3.3. Price increases or decreases shall be limited to no more than the percentage increase or decrease in the latest published Producer Price Index (PPI), published by the U.S. Department of Labor, Bureau of Labor Statistics. The percentage of increase or decrease shall be calculated utilizing the PPI Index for the first month of the current half and last available month within the half. If a specific month's index is not available, the index for the immediately proceed month shall be used as the basis for the adjustment of the index.
- 4.3.4. Not more than thirty (30) days nor less than seven (7) days before the end of each redetermination period, the vendor may submit to the County's point of contact for this ITB, a request for price redetermination which indicates the amount of the proposed price change. The adjusted price shall be applicable to those orders placed after the effective date of the contract amendment.
- 4.3.5. The successful bidder, upon the request of the County, shall be required to provide additional documentation from their supplier to support a price increase of any one item. Should the successful bidder and the County not be able to come to a resolution on the re-determined price, the County reserves the right to remove the item from the agreement.
- 4.3.6. Should vendor fail to submit within the time frame specified in Section One, Instruction to Bidders, Clause 4.3.4 the County reserves the right to hold current pricing.
- 4.3.7. Bids containing references to possible escalation of prices other than that allowed during the term of the Agreement in Clause 4.3 pricing will be rejected as conditioned Bids.

#### **4.4 Purchase Orders**

The County shall requisition the successful Bidder to supply a certain quantity of Goods and Services in accordance with the Agreement Documents through issuance of a Purchase Order in the form attached hereto as Attachment J which shall be automatically integrated as an Agreement Document.

#### **4.5 Term of the Agreement**

The contract, which results from the award of this ITB, shall be for a period of one (1) year commencing upon the Award of the Agreement unless otherwise extended.

- - - END OF INSTRUCTIONS TO BIDDERS - - -

## SECTION TWO TECHNICAL SPECIFICATIONS

---

### 1. Summary

This section of the ITB describes the County's and participating members of the Southeastern Pennsylvania Counties Cooperative Purchasing Board (SPCCPB) requirements for supply and delivery of Inmate and Resident Clothing to County of Berks Jail System, Berks County Youth Center and each participating member of the SPCCPB.

### 2. Functional Requirements

The successful Bidder(s) shall furnish all necessary personnel, materials, equipment, supplies and services required to provide and deliver Inmate and Resident Clothing, in the quantity, type, quality and at the locations specified herein.

### 3. Manufacturer Specifications

#### 3.1 Bra, Sport (Ladies)

Brand: Bob Barker #EBASPLS(size), Victory Supply #SBWH-SZ or approved equal

Color: White

Construction: Stretch solid white two-ply Lycra/cotton construction, hookless pull on style

Fabric: 65% cotton/30% polyester/5% spandex

Quality: First quality preferred, irregulars acceptable. Please specify which is being bid.

Size: Assorted (30 through 52)

#### 3.2 Gloves

##### 3.2.1 Gloves, Work (Adult)

Brand: Bob Barker #5049 or approved equal

Color: White and Grey

Construction: Leather palm w/cloth elastic back

Fabric: Leather palm, rubber cuff, elastic back

Quality: First Quality

Size: One size fits all

##### 3.2.2 Gloves, Cold Weather (Adult)

Brand: Radians #RWG17 or approved equal

Color: Orange

Construction: Water resistant, EN388 level 3 protection against abrasion, 2 ply, 13 gauge treated nylon outer shell with a seamless cuff, 2 ply, <sup>3</sup>/<sub>4</sub> dipped micro finish black latex coating

Fabric: Nylon and latex

Size: Assorted (SM through 2XL)

#### 3.3 Hats

##### 3.3.1 Hat, Knit (Adult)

Brand: Eros # 6019 or approved equal

Color: Gray

Fabric: 100% acrylic

Quality: First quality

Size: One size fits all

## SECTION TWO TECHNICAL SPECIFICATIONS

---

### 3.3.2 Hat, Cap, Watch (Adult)

Brand: Bob Barker #101K-(color) or approved equal

Color: Orange, Black, Gray, Navy Blue, Brown

Construction: 1 x 1 Rib Circular Knit

Fabric: 100% Acrylic

Quality: First Quality

Size: One size fits all

### 3.3.3 Hat, Baseball (Adult)

Brand: Bob Barker # Z39165-OR or approved equal

Color: Orange

Construction: Baseball style cap w/foam front and plastic mesh backing w/ double snap closure

Fabric: Polyester foam front and plastic mesh backing

Quality: First Quality

Size: One size fits all

## 3.4 Jumpsuits

### 3.4.1 Jumpsuit, One Piece (Stencil) (Adult)

Brand: Bob Barker #OJS (Orange), #24217 (Red) and #24223 (Yellow), #24225 (Gray), #24212 (Navy), #BWJ-(Size) (Black and White Striped) or approved equal

Color: Orange, Red, Yellow, Gray, Navy, and Black and White Striped

Construction: All Seams must be 3 needle stitched, cleanly finished and have no raw or frayed edges. Dual duty thread in seams. Velcro strips no metal snaps. Brass snaps must be size 24 heavy duty, no stainless-steel snaps or zippers/grippers. 7 snap front, 24 ligne solid brass nickel-plated. One pocket over left breast, double stitched and bartacked. Laundry proof color-coded size tab labels must be woven polyester 2 1/2" x 1 1/4". 1 1/2" woven elastic back constructed of 26-gauge rubber elastic knitted, 1.5 inches wide, 160% stretch, withstands 300.2 degrees Fahrenheit for two hours straight or boiling temperatures of up to 260 degrees Fahrenheit for 4 hours. Full cut pattern. All points of strain bartacked and reinforced. Raglan short sleeves. The word "INMATE" shall be printed across the back in 2" black letters.

Fabric: 7 1/2 oz. Twill, 65% polyester/ 35% combed cotton. Capable of withstanding multiple washings in industrial laundry. It must be colorfast and subject to shrinkage of less than 1% at 212 degrees Fahrenheit in water and less than 2% in hot air and piling. The material must be industrial laundry finish fabric equal to Graniteville 20/20 twill industrial laundry finish fabric.

Size: Assorted (SM through 10XL)

## 3.5 Pants

### 3.5.1 Pants, Tri-stitch (Adult)

Brand: Bob Barker #TGT (green), #TNT (navy), #TPBT (Postman blue), #TKT (khaki) or approved equal

Color: Green, Navy, Postman Blue, and Khaki

Construction: Slip-on elastic waist with triple-stitch. Elastic to be woven 1.5" heat resistant 30g. rubber serged and double needle lock stitched to pants. Chain stitching is not acceptable. Elastic to be guaranteed for the life of the garment from losing its elasticity. Labels to be woven poly 2.5" x 1.25" color coded by size. All seams three needle felled. Crotch/triple-stitch to be sew serged, double needle lock stitched and bartacked. Leg hems double folded and lock stitched. All seams to be 32" hemmed. All 3 needle seams shall be cleanly finished and have no raw or frayed edges. Mock Fly. No pocket.

## SECTION TWO TECHNICAL SPECIFICATIONS

---

Fabric: Fabric to be 7.5oz. in weight per yard, 65% polyester/35% cotton twill. Equal to Graniteville 20/20 twill industrial laundry finish fabric. Thread to be the same color as the fabric

Quality: First quality

Size: Assorted (SM through 5XL)

### 3.5.2 Pants, Tri-stitch (Stencil) (Adult)

Brand: Bob Barker #TNT (navy) or approved equal

Color: Navy

Construction: Slip-on elastic waist with triple-stitch. Elastic to be woven 1.5" heat resistant 30g. rubber serged and double needle lock stitched to pants. Chain stitching is not acceptable. Elastic to be guaranteed for the life of the garment from losing its elasticity. Labels to be wovenpoly 2.5" x 1.25" color coded by size. All seams three needle felled. Crotch/triple-stitch to be sew serged, double needle lock stitched and bartacked. Leg hems double folded and lock stitched. All seams to be 32" hemmed. All 3 needle seams shall be cleanly finished and have no raw or frayed edges. Mock Fly. No pocket. White 3" "B.C.J." lettering on the left leg, front seam

Fabric: Fabric to be 7.5oz. in weight per yard, 65% polyester/35% cotton twill. Equal to Graniteville 20/20 twill industrial laundry finish fabric. Thread to be the same color as the fabric

Quality: First quality

Size: Assorted (SM through 10XL)

### 3.5.3 Pants, Twill Work (Men)

Brand: Bob Barker #ZPT20(color)(size) or approved equal

Color: Khaki

Construction: Heavy duty brass ratcheting zipper, button closure, posture durable press finish, two (2) slack style front pockets two (2) set-in hip pockets, left has button closure, darts over hip pockets

Fabric: 65% Polyester/35% Cotton Blend

Quality: First Quality

Size: Assorted (28x30 through 44x34)

### 3.5.4 Pants, Flat Front (Ladies)

Brand: Dickies #ZPF221-KH(size)-R or approved equal

Color: Khaki

Construction: 6.75oz flat front stretch twill, resists wrinkles, easy care stain release, fad resistant, hook and eye front closure with brass zipper, two (2) front slant pockets, one (1) back welt pocket with button, 1 ½" stretch interlocking waistband, and hemmed bottoms

Quality: First Quality

Size: Assorted (4 through 22)

## 3.6 Shirts

### 3.6.1 Shirt, V-Neck (Adult)

Brand: Bob Barker #TNS-(size) (navy), #TKS-(size) (khaki), or approval equal

Color: Navy and Khaki

Construction: Three (3) needle felling stitching, bleach resistant dye, heavy duty color match and cotton wrapped polyester threads, bar tacks, hi temperature elastic, non-binding V-neck, raglan short sleeves, hemmed sleeves and bottoms, one (1) breast pocket, one (1) breast pocket with 1/8" margin double needle lock stitching, and color-coded size labels

Fabric: 65% polyester/35% cotton blend

Quality: First quality

Size: Assorted (XS through 5XL)

## SECTION TWO TECHNICAL SPECIFICATIONS

---

### 3.6.2 Shirt, V-Neck (Stencil) (Adult)

Brand: Bob Barker #TNS (navy), #TKS (khaki) and #TYS (yellow) or approved equal

Color: Navy, Khaki, and Yellow

Construction: Three (3) needle felling stitching, bleach resistant dye, heavy duty color match and cotton wrapped polyester threads, bar tacks, hi temperature elastic, non-binding V-neck, raglan short sleeves, hemmed sleeves and bottoms, one (1) breast pocket one (1) breast pocket with 1/8" margin double needle lock stitching, and color-coded size labels. Add 4" white "B.C.J" lettering on back centered at shoulder blade area

Fabric: 65% polyester/35% cotton blend

Quality: First quality

Size: Assorted (XS through 10XL)

### 3.6.3 Shirt, V-Neck (Stencil) (Adult)

Brand: Bob Barker #TOWS-(size) or approved equal

Color: Orange and White Stripes

Construction: V-neck slip-on raglan sleeve. No buttons. 1 pocket over left breast double needle lock stitched and bartacked. All 3-needle felled, cleanly finished with no raw or frayed edges. Sleeve and bottom hems double folded and lock stitched. V-neck piping to be bias self-material single needle lock stitched with 2 bartacks at neck. Bias to be cleanly finished with no raw edges exposed. Add 4" black "B.C.J" lettering on back centered at shoulder blade area

Fabric: 65% polyester/35% cotton blend

Quality: First quality

Size: Assorted (XS through 10XL)

### 3.6.4 Shirt, T-Shirt, Gray, Outerwear (Adult)

Brand: Bob Barker #5993, VSI #TSC5ASH (size) or approved equal

Color: Ash Gray

Construction: Full cut body and deep armholes for better fit and reinforced taped neck and shoulder seams

Fabric: 50% cotton/50% polyester

Quality: First quality

Size: Assorted (SM through 2XL)

### 3.6.5 Shirt, T-Shirt, Outerwear (Adult)

Brand: Gildan #G800-(size), Charm-Text tee (color) or approved equal

Color: Ash Gray, Navy, Forest Green, Purple, Black, Dark Heather, Graphite, Maroon, Royal, Sport Gray

Construction: Double needle stitching throughout, seamless collar

Fabric: 50% cotton/50% polyester

Quality: First quality

Size: Assorted (XS through 2XL)



## SECTION TWO TECHNICAL SPECIFICATIONS

---

### **3.6.6 Shirt, T-Shirt, Economy (Men)**

Brand: Gildan/Hilltop #TS8000, Bob Barker #671/683, VSI #TSHIRTW/TSWH or approved equal

Color: Bleached White

Construction: Crew neck, top stitch around neck

Fabric: 100 % preshrunk cotton, ring spun, carded, and circular knit

Quality: First quality

Size: Assorted (SM through 7XL)

### **3.6.7 Shirt, T-Shirt (Youth)**

Brand: VSI #TSC5Y-(size), Charm-Tex Y/tee (color) or approved equal

Color: Black, Light Blue, and Ash Gray

Construction: Tagless, shoulder-to-shoulder tape, coverseamed neck with lay flat collar, double-needle stitching throughout, and Consumer Product Safety Improvement Act compliant.

Fabric: 100% cotton

Quality: First Quality

Size: Assorted (SM through XL)

### **3.6.8 Shirt, T-Shirt (Youth) Tag-Free T-Shirts**

Brand: Bob Barker, ZTFTYASH or approved equal

Color: Ash Gray

Construction: Tag free, shoulder-to-shoulder tape, double-needle cover seam neck and imprinted size label for added comfort.

Fabric: 100% cotton

Quality: First Quality

Size: Assorted (SM through XL)

### **3.6.9 Shirt, Nightwear (Adult)**

Brand: Liberty #3287, Bob Barker #3823X6X, or approved equal

Color: Navy

Construction: Jersey knit fabric, no buttons, no snaps or no pockets

Fabric: 50% Cotton/50% Polyester

Quality: First Quality

Size: One size fits all

### **3.6.10 Shirt, Nightwear (Adult)**

Brand: Bob Barker # NWNGR, or approved equal

Color: Ash Gray

Construction: Jersey knit fabric, no buttons, no snaps or no pockets

Fabric: 50% Cotton/50% Polyester

Quality: First Quality

Size: S-2XL

## SECTION TWO TECHNICAL SPECIFICATIONS

---

### 3.7 Sweatshirts

#### 3.7.1 Sweatshirt (Stencil) (Adult)

Brand: Jerzees #562 through #569, Gildan/Hilltop #SS(color-size), VSI #SS(color-size), or approved equal

Color: Navy, Red and Yellow

Construction: No hood, silk screened with "B.C.J." 4" letters centered at shoulder blade area

Fabric: 50% cotton/50% polyester

Quality: First quality

Size: Assorted (XS through 10XL)

#### 3.7.2 Sweatshirt (Adult)

Brand: The Liberty Store #4530 (4XL and 5XL), FOL #1630 (XS-3XL) Gildan/Hilltop #SS(color-size), Pro Corr #98, JAB #G180-(size), Charm-Tex sweats(color) or approved equal

Color: Navy, Forest Green, Ash Gray, Black, Heather Black, Maroon, Royal, Deep Purple

Construction: Elastic waist and cuffs, minimum 7.5 oz. weight

Fabric: 50% cotton/50% polyester

Quality: First quality preferred, irregulars acceptable. Please specify which is being bid.

Size: Assorted (XS through 5XL)

#### 3.7.3 Sweatshirt (Adult)

Brand: Jerzees #562 through #569, Gildan/Hilltop #SS color-size, Charm-Tex sweats(color) or approved equal

Color: Dark (Forest) Green and Yellow

Construction: No hood

Fabric: 50% Cotton/50% Polyester

Quality: First Quality

Size: Assorted (SM through 4XL)

#### 3.7.4 Sweatshirt (Youth)

Brand: VSI #SSY, Charm-Tex Y/sweats (color) or approved equal

Color: Ash Gray, Forest Green, and Navy

Fabric: 50% cotton/50% polyester

Quality: First quality

Size: Assorted (SM through XL)

#### 3.7.5 Sweatshirt (Youth) Crew-Neck Pullover

Brand: Bob Barker # ZSSYSG or approved equal

Color: Sport Gray

Fabric: 50% cotton/50% polyester

Quality: First quality

Size: Assorted (SM through XL)

### 3.8 Sweatpants

#### 3.8.1 Sweatpants (Adult)

Brand: Bob Barker #SP(color), VSI #SP(color) or approved equal

Color: Ash Gray, Forest Green, Black, Black Heather, Navy, Maroon and Royal

Fabric: 50% cotton/50% polyester

Quality: First quality

Size: Assorted (XS through 3XL)

## SECTION TWO TECHNICAL SPECIFICATIONS

---

### 3.8.2 Sweatpants (Youth)

Brand: Bob Barker #ZSPYSG or approved equal

Color: Sport Gray

Fabric: 50% cotton/50% polyester

Quality: First quality

Size: Assorted (XS through XL)

### 3.9 Shoes

#### 3.9.1 Shoes, Heavy Duty Slip-On (Adult)

Brand: Goaltex #HDSO-N or approved equal

Color: Navy

Construction: Upper - 100% cotton, 10oz Duck outsole, non-skid, non-marking, vulcanized construction, 7.5oz duck w/ 5/16" sponge rubber insole, sponge wrapped w/PVC collar

Fabric: 100% Cotton lining

Quality: First Quality

Size: Assorted (3 through 15)

#### 3.9.2 Shoes, Boot, Work, High Top (Men)

Brand: Bob Barker #B515D, VSI #SHDBSN or approved equal

Color: Black

Construction: Plain toe, leather upper, double-stitched loop backstay, metal rivets at stress points, moisture wick lining, cushioned insole with arch support, slip resistant rubber outsole, oil-resistant

Fabric: Full grain leather

Quality: First quality

Size: Assorted (6 through 15)

#### 3.9.3 Shoes, Step-In (Adult)

Brand: Bob Barker #FEVST35-BK-(size), Bob Barker #FEVST35-OR-(size) Footwear model #HF, JAB #EVA-STEPIN-B, or approved equal

Color: Black, Orange

Construction: One piece, lightweight, mark-, slip-, and water-resistant, ventilated openings, grooved extra thick outsole

Fabric: 100% ethyl vinyl acetate (EVA)

Quality: First quality preferred, irregulars acceptable. Please specify which is being bid.

Size: Assorted (SM through 5XL)

#### 3.9.4 Shoes, Flip Flops (Adult)

Brand: Bob Barker #1800, VSI #SHVSTRAP or approved equal

Color: Black Soles and Straps, White Insoles

Construction: V-strap, reinforced shaft, 1/2" wide strap, 1/2" sole

Fabric: Strap is polyvinyl, and the sole is made of low-density polyethylene, ethylene-vinyl acetate copolymer, A/C blowing agent, dicumyl peroxide, calcium carbonate, pigment powder, active zinc oxide.

Quality: First quality

Size: XL

## SECTION TWO TECHNICAL SPECIFICATIONS

---

### **3.9.5 Shoes, Sandal (Adult)**

Brand: Bob Barker #SEVA-BK-(size), 606 or approved equal

Color: Black

Construction: One piece, lightweight, slip- and water-resistant, ventilated upper

Fabric: 100% ethyl vinyl acetate (EVA)

Quality: First quality preferred, irregulars acceptable. Please specify which is being bid.

Size: Assorted (SM through XL)

### **3.9.6 Shoes, Boot, Knee, Plain Toe (Adult)**

Brand: Bob Barker #KBP or approved equal

Color: Black

Construction: One-piece injection molded PVC compound, height 16", anti-skid outsole and removable washable insole.

Fabric: PVC compound, crack resistant

Quality: First Quality

Size: Assorted (6 through 15)

### **3.9.7 Shoes, Boot (Adult)**

Brand: Bob Barker #TGPD-(size) or approved equal

Color: Black

Construction: Lightweight one piece molded slip and oil resistant, large side gore opening and pull tab, no eyelets, laces, hook and loop or metal, moisture wicking insole and lining

Fabric: Split leather upper

Quality: First Quality

Size: Assorted (7 through 14)

## **3.10 Shorts**

### **3.10.1 Shorts, Gym (Adult)**

Brand: Bob Barker #NAVY618, VSI #SH7NV, Charm-Tex SH/Classic or approved equal

Color: Navy

Construction: Slip-on elastic waist band, mock front fly, no pockets. Triple stitched seams, out seams and seat seams. Strain points bar tacked and reinforced. 30g. 1.5" washable, boil proof, folded under, unexposed, lock (not chained) stitched. Life of garment warranted elastic. Seams of white dual duty thread. 2.5" x .5" tab must be sewn in the waist band with at least 1.5 x .5" showing. Tabs must be color coded, designating the size.

Fabric: 7.5 oz., 65% polyester/35% combed cotton, industrial laundry finish

Quality: First quality

Size: Assorted (XS through 10XL)

### **3.10.2 Shorts (Adult)**

Brand: Bob Barker # 859-(size), VSI #SHTNV or approved equal

Color: Navy

Fabric: 50% Cotton/ 50% Polyester

Quality: First Quality

Size: (SM through XL)

## SECTION TWO TECHNICAL SPECIFICATIONS

---

### 3.11 Socks

#### 3.11.1 Socks, Tube (Adult)

Brand: Bob Barker #1700-W, Liberty #1090, VSI #SKTBWHECO or approved equal

Color: White-unbleached

Construction: No reinforced heel; toe is sewn straight across and not reinforced, over the calf, no stripes

Fabric: 80% cotton/20% polyester

Quality: First quality preferred, irregulars acceptable. Please specify which is being bid.

Size: One size fits all

#### 3.11.2 Socks, Crew (Adult)

Brand: Bob Barker #WC, JAB #PC174 or approved equal

Color: White

Construction: Reinforced heel and toe

Fabric: 80% cotton/20% polyester

Quality: First quality preferred, irregulars acceptable. Please specify which is being bid.

Size: One size fits all

#### 3.11.3 Socks, Low Cut Sport (Ladies)

Brand: Bob Barker #L4595, VSI #SKWGANK4 or approved equal

Color: White

Construction: Low cut terry sports sock with heel

Fabric: 80% cotton/20% synthetic

Quality: First quality

Size: One size fits all

#### 3.11.4 Socks, Quarter (Ladies)

Brand: Eros #6001B, JAB #PC185 or approved equal

Color: White

Fabric: 80% cotton/20% polyester

Quality: First quality

Size: Assorted (9 through 11)

#### 3.11.5 Socks, Ankle Sport (Juvenile)

Brand: Bob Barker #A4595, JAB #PC48523 or approved equal

Color: White

Fabric: 80% polyester/20% man-made fibers

Quality: First quality

Size: One size fits all

#### 3.11.6 Socks, Sport, No-Show (Ladies)

Brand: Bob Barker #NS4595 or approved equal

Color: White

Fabric: 80% Polyester/20% Synthetic

Quality: First Quality

Size: One size fits all

## SECTION TWO TECHNICAL SPECIFICATIONS

---

### **3.11.7 Socks, Low Cut Sport (Men)**

Brand: Bob Barker #M4595 or approved equal

Color: White

Construction: Low cut terry sports sock with heel

Fabric: 80% Cotton/20% Polyester

Quality: First Quality

Size: One size fits all

### **3.12 Undergarments**

#### **3.12.1 Underwear, Boxer (Men)**

Brand: Bob Barker #EBXLSQ, JAB #PCB3500W or approved equal

Color: White

Construction: Fly front and elastic waistbands with multiple panels

Fabric: 60% cotton/40% polyester blend

Quality: First quality

Size: Assorted (SM through 3XL)

#### **3.12.2 Underwear, Brief (Ladies)**

Brand: Bob Barker #ELBLS-(size), VSI #PNTYWH or approved equal

Color: White

Construction: Cotton covered elastic waist and legs

Fabric: Cotton/Polyester blend

Quality: First quality

Size: Assorted (5 through 14)

#### **3.12.3 Underwear, Jockey style (Men)**

Brand: Bob Barker #EBRLS, Liberty #540, VSI #BRWH-(size) or approved equal

Color: White

Construction: Jockey style

Fabric: 50% cotton/50% polyester

Quality: First quality

Size: Assorted (SM through 7XL)

#### **3.12.4 Underwear (Ladies)**

Brand: FOL #3DHICWH, Bob Barker #ELBLCTN-(size), Charm-Tex CL/Pant or approved equal

Color: White

Construction: Brief, Hi-cut, cotton covered leg bands and nonbinding waistbands, sizes are printed inside the garment

Fabric: 100% cotton

Quality: First Quality

Size: Assorted (5 through 10)

**SECTION TWO**  
**TECHNICAL SPECIFICATIONS**

---

**3.13 Coats**

**3.13.1. Coat, Work, Denim (Men)**

Brand: Bob Barker #652-BL-(size) or approved equal

Color: Blue

Construction: Hip Length, brass buttons, corduroy collar 4" "BCJ" lettering on back center between shoulder blades

Fabric: 100% cotton outer shell, Acrylic/Polyester lining

Quality: First Quality

Size: Assorted (MED through 8XL)

**4. Delivery or Performance Requirements**

4.1. Delivery of Goods and Services must be made within fourteen (14) business days of the date of order placement. Deliveries shall be made to address locations specified in Section Two, Paragraph 4 – Item Specifications. Deliveries must be made Monday through Friday between the hours of 8:00 A.M. and 1:30 P.M. The Receiving Department(s) will reject any delivery attempts not made within these specified delivery days and hours, unless the department or entity requesting the delivery specifies a different time, at the time the order is placed.

4.2. Deliveries shall be made to either the Loading Dock or receiving section of each participating County at the locations listed below:

Berks County Jail System 1287 County Welfare Road Leesport, PA 19533	Bucks County Youth Center 1730 S. Easton Road Doylestown, PA 18901
BCYC Shelter Care 1040 Berks Road Leesport, PA 19533	Lancaster County Prison 625 E King Street Lancaster, PA 17602
Bucks County Correctional Facility 1730 S. Easton Road Doylestown, PA 18901	Lehigh County Jail 38 N. Fourth Street Allentown, PA 18102

All deliveries shall be made FOB destination.

**5. Human Relations Act**

The successful Bidder shall comply with the Pennsylvania Human Relations Act, 43 P.S. § 951, *et seq.*, which prohibit discrimination because of race, color, religious, creed, ancestry, age, sex, national origin, or no-job related handicap or disability or the use of a guide or support animal because of blindness, deafness physical handicap, by employers, employment agencies, labor organizations, contractors and others.

**6. Pennsylvania Prevailing Wage Act**

Not Applicable.

**7. Steel Products Procurement Act**

Not Applicable

.--- END OF SPECIFICATIONS ---.

**ATTACHMENT A  
BID FORM**

---

---

**ITB #24-31-MZ - Inmate and Resident Clothing**

**Important note to Bidders:** It is essential that the submitted Bid complies with all of the requirements contained in Section One, Part Three of the ITB.

**This Bid is submitted to:** County of Berks  
c/o Berks County Controller  
Berks County Services Center  
633 Court Street, 12<sup>th</sup> Floor  
Reading, PA 19601

**This Bid is submitted on** \_\_\_\_\_, 20\_\_\_\_.  
**This Bid is valid for sixty (60) days from the date of Bid Opening.**

**This Bid is submitted by:**

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_  
Main Telephone: \_\_\_\_\_ Main Fax: \_\_\_\_\_

*Communications and questions concerning this Bid are to be directed to:*

Contact Name / Title: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

*In the event our company is awarded the Agreement as a result of the ITB and this Bid, the following individual will serve as project liaison/manager:*

Name / Title: \_\_\_\_\_  
Office Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Receipt of Amendments (if applicable)**

In submitting this Bid, Bidder represents that they have received and examined the following ITB Amendments:

Amendment #\_\_\_\_ Amendment #\_\_\_\_ Amendment #\_\_\_\_ Amendment #\_\_\_\_



# ATTACHMENT A BID FORM

---

---

### **Checklist - Attachments to Bid Form**

The following documents are attached to and made a part of this Bid (check all that apply):

- Piggyback Agreement – ITB Attachment B
- Non-collusion Affidavit – ITB Attachment C
- Reference Form – ITB Attachment D
- Bid Security – ITB Attachment E or other allowable tender
- Consent of Surety (ITB Attachment F) or Statement of Intent
- Sample Certificate of Insurance
- Specification Sheet(s) and/or Proof of Equivalency
- Worker Protection and Investment Certification Form BOP-2201 - Attachment K

### **Samples** (check as applicable)

- Are included with this Bid package
- Were submitted in a separate package

### **Delivery Schedule**

Bidder commits that Goods and Services will be delivered no more than 15 calendar days after the effective date of the Agreement resulting from award of this ITB.

### **Payment**

Will you accept a Credit Card to pay the invoice(s) for this Agreement?

Will you offer a discount for using a Credit Card? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what discount will you offer? \_\_\_\_\_%

### **Quoted Pricing**

Unless items or services are specifically excluded in the Bid, the County shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by Bidder in Attachment L.

Prices as bid herein shall remain valid throughout the entire term of the Agreement. The estimated quantity is provided for purposes of comparing Bids. It is no guarantee for the procurement of any certain quantity or quantities of Goods and Services. The County reserves the right to order more or less Goods and Services throughout the entire term of the Agreement and the Bidder agrees to supply all Goods and Services requisitioned by the County through a Purchase Order at these Bid prices throughout the entire term of the Agreement.

<b>Total Bid Price FOB Destination.</b> Enter the total from Attachment L, Price Schedule Lines 1 through 50	\$ _____
--	----------

# ATTACHMENT A BID FORM

---

---

## **Authorized Signature of Bidder**

The Bid Form must be signed by an individual with actual authority to bind the company.

Company Type (check one):

Sole Proprietorship       Partnership       Corporation

## **Bidder attests that:**

(1) they have thoroughly reviewed the County's Invitation to Bid # 24-31-MZ and that this Bid is submitted in accordance with the ITB requirements; and

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
FEDERAL ID#

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
PO BOX

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
TELEPHONE #

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
SIGNATURE (\*\*see note below)

\_\_\_\_\_  
SIGNATORY'S NAME (printed)

\_\_\_\_\_  
SIGNATORY'S TITLE (printed)

\_\_\_\_\_  
WITNESS'S SIGNATURE (\*\*see note below)

\_\_\_\_\_  
WITNESS'S NAME (printed)

\_\_\_\_\_  
WITNESS'S TITLE (printed)

**\*\*For Corporations: The Bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this Bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the Bid.**

**ATTACHMENT B  
PIGGYBACK AGREEMENT**

---

---

During the term of the Agreement resulting from Invitation to Bid # 24-31-MZ - Inmate and Resident Clothing, the County of Berks would like to afford the same prices, terms and conditions to any current or future members of the Berks County Cooperative Purchasing Council (BCCPC); the Southeastern Pennsylvania Counties Cooperative Purchasing Board (SPCCPB); and any political subdivision of the Commonwealth of Pennsylvania even though their requirements are not included in the quantities listed on the Bid. The BCCPC consists of municipalities (townships, boroughs, etc.) located within Berks County. The SPCCPB consists of the Counties of Berks, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery, and Northampton.

**Bidders must check one of the following options under each category below.** A non-affirmative response will in no way have a negative impact on the County's evaluation of the Bid.

**BCCPC**

\_\_\_\_\_ I *will* offer the quoted prices to all authorized members of the BCCPC during the term of the County's Agreement.

\_\_\_\_\_ I *will not* offer quoted prices to all authorized members of the BCCPC.

**SPCCPB**

\_\_\_\_\_ I *will* offer the quoted prices to all authorized members of the SPCCPB during the term of the County's Agreement.

\_\_\_\_\_ I *will not* offer quoted prices to all authorized members of the SPCCPB.

**PA Political Subdivisions**

\_\_\_\_\_ I *will* offer the quoted prices to all political subdivisions of the Commonwealth of Pennsylvania during the term of the County's Agreement.

\_\_\_\_\_ I *will not* offer the quoted prices to all political subdivisions of the Commonwealth of Pennsylvania during the term of the County's Agreement.

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

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

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

---

## INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa. C.S.A § 4501, et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with Bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of this Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary Bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of Bids lower than the Bid of another firm, any intentionally low or non-competitive Bid and any other form of Bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the Bid immediately after opening of the Bid.



## ATTACHMENT D REFERENCE FORM

---

---

Bidder: \_\_\_\_\_

Each Bidder must submit at least three references to whom the Bidder has provided Inmate and Resident Clothing within the preceding 24 months, and for whom Bidder has provided a similar volume of Goods and Services to that being requested by the County in this ITB. References must be provided even if Bidder is a current vendor of the County.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Tel / Fax Nos.: \_\_\_\_\_

Email: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Tel / Fax Nos.: \_\_\_\_\_

Email: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Tel / Fax Nos.: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT E**  
**BID BOND**

---

---

KNOW ALL MEN, that we \_\_\_\_\_

\_\_\_\_\_

as Principal (hereinafter "Principal"), and \_\_\_\_\_

\_\_\_\_\_

(a \_\_\_\_\_ corporation authorized to transact business in Pennsylvania, and having its principal office at \_\_\_\_\_

\_\_\_\_\_ ) as Surety, are held and firmly bound unto the County of Berks, 633 Court Street, 13<sup>th</sup> Floor, Reading, Pennsylvania, 19601, Bucks County, 1730 S. Easton Road, Doylestown, PA 18901, Lancaster County, 150 North Queen Street, Lancaster, PA 17608, and Lehigh County, 17 S. 7<sup>th</sup> Street, Room 450, Allentown, PA 18101, as Obligees, in the sum equal to ten percent (10%) of the Total Bid Price indicated on the Principal's Bid, for the payment of which sum well and truly made, the said Principal and the said Surety, bind ourselves and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting to the Obligees a Bid to provide the Goods and Services identified as \_\_\_\_\_

\_\_\_\_\_, and it is a condition of the Obligees' receipt and consideration of said Bid that the Bid be accompanied by Bid security to be held by the Obligees on terms set forth herein.

THEREFORE, the condition of this obligation is that if either (a) the Obligees shall not accept the Principal's Bid nor award of an Agreement to him or (b) said Principal shall upon Obligees' acceptance of his Bid and award of an Agreement to him, enter into such Agreement in writing and furnish such bond or bonds as may be specified in the Instructions to Bidder with a surety acceptable to Obligees, then this obligation shall be void; but otherwise shall remain in full force and effect.

FURTHERMORE, if the above noted conditions are not met, a Bid default shall have occurred and the Principal and Surety shall pay to the Obligees the difference between the amount of the Principal's accepted Bid(s) and any higher amount for which the Obligees may contract for the required work (either the next lowest responsible Bidder at that same Bidding or with the lowest responsible Bidder on any re-bidding) plus any advertising, engineers' legal and other expenses incurred by the Obligees by reason of the default: provided that the Surety's obligation hereunder shall not exceed the face amount of this bond. Such bond or bonds shall be available for payment against the presentation to Surety by the Obligees of (1) the Obligees' signed statement certifying that Principal has failed to enter into an Agreement in writing within such time as may be specified in Obligees' Invitation to Bid or failed to provide a performance bond in accordance with requirements set forth in Obligees' Invitation to Bid; (2) the original surety bond; and (3) a copy of the notification letter sent via courier to Principal dated not less than ten (10) days prior to Obligees' request for payment. Such notification letter shall advise Principal of the Obligees' intent to and reason for drawing on the Bid Bond.

**ATTACHMENT E  
BID BOND**

---

---

The Surety agrees that its obligation hereunder shall be in no manner defeated or impaired by any postponement of the advertised date for receiving Bids or by any extensions by the Principal of the period during which his Bid shall remain irrevocable and subject to acceptance by the Obligees; and the Surety hereby waives notice of any such postponement or extension.

**THE SURETY, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FIRMLY BY THESE PRESENTS, AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AND CONFESS JUDGMENT IN FAVOR OF THE OBLIGEES, ITS SUCCESSORS AND ASSIGNS, AND AGAINST THE SURETY AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TOGETHER WITH AN ATTORNEY'S COMMISSION OF TWENTY PERCENT (20%), BESIDES COST OF SUIT, WITH RELEASE OF ERRORS AND WAIVE OF ALL CAUSES FOR STAY OF EXECUTION AND EXEMPTION. THE SURETY FURTHER AGREES THAT IF, IN THE OPINION OF THE OBLIGEES, ANY BID DEFAULT SHALL HAPPEN ON THE PART OF THE PRINCIPAL, THE SURETY SHALL PAY ALL LOSS OCCASIONED THEREBY, AND THAT THE ASCERTAINED AMOUNT THEREOF, WHICH SHALL BE DETERMINED BY THE OBLIGEES, AND OF THE TRUTH OF WHICH OATH OR AFFIRMATION SHALL BE MADE BY THE OBLIGEES SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE SURETY, AND THAT EXECUTION FORTHWITH SHALL ISSUE AGAINST THE SURETY THE AMOUNT OF SAID BID DEFAULT.**

Signed, sealed and dated \_\_\_\_\_, 20\_\_\_\_

**Principal**

\_\_\_\_\_  
*(insert Principal's name)*

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

**Surety**

\_\_\_\_\_  
*(insert Surety's name)*

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT F  
CONSENT (OR AGREEMENT) OF SURETY**

---

---

**ITB # 24-31-MZ**

The undersigned \_\_\_\_\_ (name of Surety Co.), a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the Commonwealth of Pennsylvania, does hereby consent and agree with:

**the County of Berks**

that if the Bid of \_\_\_\_\_ (name of Bidder) for:

**Inmate and Resident Clothing**

be accepted and an Agreement for said Goods and Services be awarded to the said \_\_\_\_\_ (name of Bidder), it will, upon its being so awarded, become surety for the said \_\_\_\_\_ (name of Bidder) on such surety bonds as are called for in the Invitation to Bid.

Signed, sealed and dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Name of Surety Co.)

By: \_\_\_\_\_  
Attorney-in-fact

**ATTACHMENT G  
NO BID REPLY FORM**

---

---

To assist the County in obtaining good competition, we ask that each firm who has received Invitation to Bid # 24-31-MZ, **but does not wish to submit a Bid**, state their reason(s) below and email this form to the County's Point-of-Contact for this ITB at [Mzaki@berkspa.gov](mailto:Mzaki@berkspa.gov), or mail to the County of Berks, Attn: Director Contracts and Procurement, 633 Court Street, 13<sup>th</sup> Floor Services Center, Reading, PA 19601.

**Unfortunately, we must offer a "No Bid" at this time because:**

_____ 1.	We do not wish to participate in the Bid process.
_____ 2.	We do not wish to Bid under the terms and conditions of the Invitation to Bid document. Our objections are: _____ _____
_____ 3.	We do not feel we can be competitive.
_____ 4.	We cannot submit a Bid because of the marketing or franchising policies of our company.
_____ 5.	We do not wish to sell to the County of Berks. Our objections are: _____ _____ _____
_____ 6.	We do not provide the items/services for which Bids are requested.
_____ 7.	Other: _____ _____ _____

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (printed): \_\_\_\_\_

TITLE: \_\_\_\_\_

# ATTACHMENT H

## FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

### AGREEMENT # TBD

THIS AGREEMENT (“Agreement”) is entered into by and between the **County of Berks** with offices at Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19601 (hereinafter “County”) and **Vendor** with offices at [     ] (hereinafter “Vendor”).

#### Background

The County desires to engage the Vendor for the delivery of Inmate and Resident Clothing in accordance with the requirements set forth in the County’s Invitation to Bid 24-31-MZ [inclusive of all amendments] (“ITB”), and Vendor’s Bid thereto dated Month Day, Year, both of which are incorporated in this Agreement by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

#### **1. Definitions**

Capitalized terms not defined herein shall have the meaning set forth in the ITB.

#### **2. Engagement**

Subject to the terms and conditions set forth in this Agreement, the County hereby engages the Vendor to provide the Goods and Services set forth in the ITB on behalf of the County consistent with the terms of this Agreement and as further set forth in subsequently issued Purchase Orders.

#### **3. Term of Agreement**

3.1 This Agreement shall be effective April 13, 2025 through April 12, 2026 unless terminated or extended in accordance with the terms and conditions of this Agreement.

3.2 With the consent of the Vendor, the County on behalf of itself and the members of the SPCCPB, reserves the option to renew the Agreement for two (2) additional one-year terms at the Bid prices or the redetermination price based on the Producer Price Index (PPI) as detailed in Section One, Instructions to Bidders, Clause 4.3. Prior to the end of each one-year term, the County will notify the Vendor in writing if County and SPCCPB would like to renew the Agreement. Upon receipt of the Vendor’s written acceptance to renew the Agreement, the Agreement shall then renew for an additional one (1) year from the prior expiration date. Such acceptance shall be automatically incorporated in the Agreement Documents. Clause 4.3, Pricing of the above noted Invitation to bid shall be applicable to any and all one-year extensions/renewals to the agreement term that are exercised between the Vendor and the County.

3.3 The County and SPCCPB reserves the right to extend the term of the Agreement period for up to three (3) months to prevent a lapse of coverage and only for the time necessary to issue and award a new Invitation to Bid.

#### **4. Time is of the Essence**

Time is of the essence in the performance of this Agreement. The schedule for the performance of Goods and Services is per Section Two, Paragraph Eight in the ITB package. If the completion of Goods and Services is delayed, the County reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to procure

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

substitute Goods and Services from another vendor. The Vendor shall reimburse the County for the costs to procure substitute Goods and Services.

#### **5. Supply and Inspection of Goods and Services**

5.1. This Agreement is for an indefinite quantity of Goods and Services. The County and SPCCPB reserves the right to order more or less Goods and Services throughout the entire term of the Agreement and the Bidder agrees to supply all Goods and Services requisitioned by the County or another SPCCPB member through a Purchase Order at the Bid prices incorporated in this Agreement throughout the entire term of the Agreement. The Vendor shall supply Goods and Services to the County and other SPCCPB members meeting the quality set forth in the ITB in quantities set forth in each Purchase Order issued by the County or other SPCCPB member for the procurement of Goods and Services.

5.2. Goods and Services received by the County or other SPCCPB member shall not be deemed accepted until the County or purchasing SPCCPB member has had a reasonable opportunity to inspect. Goods and Services that are discovered to be defective or non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if the defects or non-conformity were not reasonably discoverable at the time of initial inspection. Within fifteen (15) days of receipt of notification of rejection, Vendor shall remove rejected Goods and Services from the premises without expense to the County or other SPCCPB member. Rejected Goods and Services not removed within fifteen (15) days will be regarded as abandoned and the County shall have the right to dispose of such Goods and Services as its own property and shall retain that portion of the proceeds of any sale which represents the County's or other SPCCPB member's costs and expenses in regard to the storage and sale of the Goods and Services. Upon notification of rejection, the Vendor shall immediately replace all such rejected Goods and Services with others conforming to the specifications and which are not defective. If the Vendor fails, neglects or refuses to do so, the County or other SPCCPB member shall then have the right to purchase in the open market a corresponding quantity of such Goods and Services and deduct from any monies due or that may thereafter become due to the Vendor, the difference between the price stated and the actual cost thereof to the County or SPCCPB member. If the amount due the Vendor is insufficient to meet such expenses, the Vendor shall be liable for the excess and the County or other SPCCPB member may proceed against the Vendor through appropriate legal action.

#### **6. Compensation**

The Vendor shall be paid the unit prices for Good and Services supplied to the County or SPCCPB members for one six month period and to allow for capped redetermination in pricing for the remaining term of the contract as detailed in Section One, Instruction to Bidders Clause 4.3.

- **(Table shall be inserted here with unit prices)**

Each SPCCPB member shall be individually responsible to the Vendor for its respective share of the total quantity purchased under this Agreement, and payment for its proportionate share of the total purchase. Under no circumstances shall the County or any other participating entity be responsible for the payment of another participating member's purchase.

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

#### 7. Notices

All necessary coordination and communication required to carry out this Agreement, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. Written notices shall be effective when delivered by hand, or if sent by registered or certified mail, or verified facsimile, or by confirmed courier to the address of each party indicated below.

	<i>County:</i>	<i>Vendor:</i>
Attention	Jaime Martin	
Title	Fiscal Manager	
Address	Berks County Jail System 1287 County Road Leesport, PA 19533	
Telephone	610-208-4800 ext. 4005	
Fax	610-208-4880	
Email	<a href="mailto:jmartin@berkspa.gov">jmartin@berkspa.gov</a>	
	<i>County:</i>	
Attention	Jennifer Smilko	
Title	Account Clerk	
Address	Berks County Youth Center 1040 Berks Road Leesport, PA 19533	
Telephone	610-396-0310 x2359	
Fax	610-898-7415	
Email	<a href="mailto:jmilko@berkspa.gov">jmilko@berkspa.gov</a>	

<b><i>SPCCPB Participant: Bucks County</i></b>	
Attention	Claudia Barton
Address	Purchasing Department 55 E Court St Doylestown, PA 18901
Telephone	215-348-6374
Fax	N/A
Email	<a href="mailto:cbarton@buckscounty.org">cbarton@buckscounty.org</a>
<b><i>SPCCPB Participant: Lancaster County</i></b>	
Attention	Carolyn Gabriel
Address	Purchasing Department 150 N. Queen St. Suite 712 Lancaster, PA 17603
Telephone	717-299-7846
Fax	717-390-7739
Email	<a href="mailto:cgabriel@co.lancaster.pa.us">cgabriel@co.lancaster.pa.us</a>

**ATTACHMENT H**  
**FORM OF AGREEMENT AND GENERAL CONDITIONS**

---

<i>SPCCPB Participant: Lehigh County</i>	
Attention	George M. Nader, Jr., CPPO
Address	Purchasing Department 17 S. 7 <sup>th</sup> Street, Room 450 Allentown, PA 18101
Telephone	610-782-3030
Fax	610-820-2013
Email	<a href="mailto:georgenader@lehighcounty.org">georgenader@lehighcounty.org</a>

Written notices shall be copied to: County of Berks, Attn: Kelly A. Laubach, Berks County Services Center, 633 Court Street, 13<sup>th</sup> Floor, Reading, PA, 19601. Fax: 610-898-7404.

**8. Invoicing / Payment**

**Invoices and packing lists must reference the above-noted Agreement number.** Original invoices for goods and services provided to the County shall be submitted to: County of Berks, Attn: the respective agency/department point of contact listed in Clause 7, Notices. Invoices for Goods and Services provided to other SPCCPB members shall be submitted to the specific SPCCPB member at the address for notices provided above or such other address as the SPCCPB member shall designate in writing to the Vendor.

- 8.1. All other invoices for Goods and Services provided to the County shall be submitted accordingly to the respective ordering agency.
- 8.2. Vendor may submit invoices no more than once per month for Goods and Services supplied under this Agreement. No advance payments or billings are allowed. Payment by the County or other SPCCPB shall require the submittal of an itemized invoice of all Goods and Services supplied. The County or other SPCCPB member shall render payment within thirty (30) days of the County's receipt of a properly prepared invoice. Payment shall be considered made when the County or SPCCPB member mails the check. Undisputed amounts unpaid after thirty (30) days of the County's or other SPCCPB member's receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.

**9. Insurance**

- 9.1. The Vendor, at its sole expense, shall carry and maintain, in full force at all times during the term of this Agreement, the following insurance coverages:
  - 9.1.1. Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - 9.1.2. Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000;
  - 9.1.3. Umbrella/Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate; and

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

9.1.4. Worker's Compensation insurance in statutory limits; and Employer's Liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.

9.2. Prior to commencement of performance of this Agreement, Bidder shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the County of Berks, Bucks County, Lancaster County, Lehigh County, their elected officials, agents, and employees as Additional Insured for "ongoing operations" and "products and completed operations" for a period of three years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 04 13 and CG 20 37 04 13 or their equivalent. Bidder's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause.** The County of Berks reserves the right to waive the waiver of subrogation for any and all worker's compensation policies that are provided under the State Worker's Insurance Fund (SWIF). The Certificate shall note the project and provide that no policies may be cancelled without thirty (30) days advance notice to the County. Such certificate shall be issued to: County of Berks, Attn: Contract Manager or Sr. Contract Coordinator, 633 Court Street, 13<sup>th</sup> Floor Services Center, Reading, PA 19601; and the participating members of the SPCCPB: Bucks County and Lancaster County, Lehigh County. All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of 1X or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Bidder, whichever shall occur later.

#### **10. Precedence**

Where a conflict exists between these General Conditions and the ITB as to Goods and Services, the Vendor shall provide the higher quality or quantity of Goods and Services, otherwise the terms of these General Conditions shall prevail as to any conflict among the Agreement Documents. In the event any term of a Purchase Order conflicts with any other term within the Agreement Documents, such other term in the Agreement Documents shall prevail.

#### **11. Availability of Appropriated Funds**

The parties agree that any and all payments due from the County or any other SPCCPB member, as required under the terms of the Agreement, are contingent upon the availability of appropriated funds.

#### **12. Taxes**

The County and each SPCCPB member is exempt from all Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. The County's registration number with the Internal Revenue Service is 23-6003049. Net prices shown in the Bid as incorporated in these General Conditions shall exclude such Federal and State taxes. This statement is not meant to exempt the Vendor from the payment of sales or use

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance herein.

#### **13. Ownership of Work Product**

The County, each SPCCPB member, and their respective departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute, and use in whole or in part any submitted report or written materials generated by Vendor pursuant to this project. Employees or agents of the parties shall not divulge, transfer, assign, sell or otherwise convey the other party's proprietary methodologies (designated in writing by each party as proprietary) in any form to a third party, person or organization except as may be specifically agreed to in writing by the affected party.

#### **14. Patents, Copyrights, Trademarks**

Vendor warrants, represents and covenants that the Goods and Services and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark and Vendor agrees, at its cost and expense, to indemnify and hold the County and each participating SPCCPB member free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of Goods and Services.

#### **15. Records, Audit and Inspection**

15.1 Vendor shall maintain such records as may be necessary to adequately reflect the accuracy of Vendor's charges and invoices for reimbursement under this Agreement and such other additional records as the County or any other SPCCPB member may reasonably require in connection with this Agreement. Vendor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The County, a SPCCPB member and their duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Vendor in connection with this Agreement. The County, a SPCCPB member and their duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Vendor's normal business hours, Vendor's production and related facilities utilized to perform its obligations under this Agreement.

#### **15.2 Monitoring**

Vendor shall make available to County during the term of this Agreement all pertinent financial, program, administrative and personnel records, reports, documents, and files related directly or indirectly to Vendor's activities under and in compliance with this Agreement.

#### **16. Warranty**

16.1. Goods and Services furnished as a result of this Agreement, whether manufactured or fabricated by Vendor or a third party, shall (a) be new; (b) be first quality; (c) strictly conform to the specifications and samples; and (d) be free from defects in materials and workmanship. Vendor shall be required to promptly replace Goods and Services, after receiving notification from the County or another SPCCPB member of defects or nonconformance.



## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

16.2. Goods manufactured by a third party and supplied by Vendor shall carry all third party warranties. All warranties shall survive any inspection, delivery, acceptance or payment.

AND/OR

16.3. Services performed as a result of this Agreement, whether performed by Vendor or a third party, shall be performed in a skilled manner and shall comply with industry standards. Vendor shall promptly re-perform services, after receiving notification from the County or a SPCCPB member of defects or nonconformance of services performed. All warranties shall survive inspection, delivery, acceptance and payment.

#### **17. Indemnity**

Vendor agrees to indemnify and hold harmless the County, each other SPCCPB member, and their respective elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts or omissions or willful misconduct of Vendor or its subcontractors or any of their respective agents, servants, or employees or Vendors' failure to perform in accordance with the provisions of this Agreement.

#### **18. Force Majeure**

Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of force majeure.

#### **19. Purchase Orders**

The County and participating SPCCPB member will requisition the purchase of additional Goods and Services throughout the term of this Agreement through Purchase Orders. Each Purchase Order shall be automatically incorporated in this Agreement.

#### **20. Termination for Convenience**

The County reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Vendor. Any SPCCPB member participating may terminate such participation at any time upon written notice to Vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods and Services supplied in accordance with the provisions of this Agreement up to the effective date of termination, less any payments previously made by the County or other participating SPCCPB member for such Goods and Services, but in no event shall Vendor be entitled to recover lost or expected profit.

#### **21. Termination for Cause**

21.1. In the event that either the Vendor or the County defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

21.2. If, during the term of this Agreement, Vendor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Vendor shall give the County written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Vendor.

21.3. If the County terminates this Agreement for cause, in whole or in part, it may acquire, correct, or replace Goods and Services similar to those terminated, by contract or otherwise, and the Vendor shall reimburse the County and any participating SPCCPB member for any costs incurred by the County or such participating SPCCPB member thereby, or make an equitable adjustment in the price. This paragraph shall not operate or bar the County or any other SPCCPB member from exercising any other rights or remedies to which it may be entitled to under the Pennsylvania Uniform Commercial Code, Article 2, 13 Pa.C.S.A., Section 2101 et seq.

#### **22. Claims for Consequential and/or Incidental Damages**

The Vendor waives claims against the County and all SPCCPB members for lost or expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement.

#### **23. Release of Liens**

Before any payment hereunder shall become due, the County or any other SPCCPB member, at its option, may require Vendor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Vendor's performance hereunder. Prior to payment, the County and each participating SPCCPB member reserve the right to require Vendor to furnish the County or such participating SPCCPB member with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof, and in any event, Vendor agrees to indemnify and hold harmless the County, each participating SPCCPB member, their respective officials, employees and agents from and against any and all liens and encumbrances arising out of Vendor's performance of this Agreement..

#### **24. Assignment**

Vendor shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the County. Such consent shall not be unreasonably withheld. Any assignment consented to by the County shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

#### **25. Publicity**

Neither Vendor nor any tier subcontractor shall use the name of the County, or any other SPCCPB member, or quote the opinion of any County or SPCCPB member employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County or the SPCCPB member.

#### **26. Compliance with Laws**

In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for supply of Goods and Services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful supply of the Goods and Services.

#### **27. Health and Safety**

The Vendor shall, at all times, control the health, safety and welfare of its employees and subcontractors. Vendor shall:

- 27.1. comply with all federal, state and local regulations, as well as all safety information and instructions as may be set forth in writing or otherwise provided by the County or a participating SPCCPB member;
- 27.2. promptly report to the County or the SPCCPB member on whose property such incident occurs, all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observations or treatment;
- 27.3. promptly report to the County or the SPCCPB member on whose property such incident occurs, all cases Vendor determines to be recordable on the OSHA 300 log or its equivalent and upon request, provide the County or the SPCCPB member on whose property such incident occurs, with a copy of the OSHA 300 log and all supporting forms;
- 27.4. properly maintain, inspect and supervise its designated work area and roadways to keep them in reasonably safe condition. This responsibility includes Vendor's right and duty to conduct reasonable and necessary maintenance in the work area and of the roadways to prevent unsafe work conditions from existing. Vendor shall regularly conduct safety audits and inspections to ensure compliance with its responsibility to maintain a reasonably safe work area;
- 27.5. supply the applicable safety data sheets on all Goods and Services supplied to the County or other SPCCPB member or used on County or other SPCCPB member property;
- 27.6. use, handle, store and dispose of any hazardous materials or waste while on the County's or other SPCCPB member's property in strict compliance with applicable laws and as instructed in the safety data sheet(s); and

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

27.7. keep the County's and each other SPCCPB member's property free of waste as the work progresses and, on completion of such activities, leave the site "broom clean" and tools, equipment and materials furnished shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss in a location approved by the County or such SPCCPB member. The County or such SPCCPB member may remove waste or store Vendor's tools, equipment and materials if Vendor fails to properly do so and the Vendor shall reimburse the County or such SPCCPB member for any costs incurred, including charges for employee time, within seven (7) days of demand.

#### **28. Equal Employment Opportunity**

During the performance of the Agreement, the Vendor shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this paragraph.

#### **29. Independent Contractor**

The employees, subcontractors, methods, facilities, and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to the County and each SPCCPB member under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the County or any other SPCCPB member.

#### **30. Employees of Vendor**

30.1. Vendor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of services while on County or SPCCPB member's property. If the County or other SPCCPB member, in the County's or SPCCPB member's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Vendor employee is inconsistent with Vendor's obligations under this Agreement by performing unsatisfactory services, interfering with the operation of the County's or SPCCPB member's facilities, bothering or annoying any occupants, visitors, or other vendors then at facility, or that such actions or conduct is otherwise detrimental to the County or other SPCCPB member, then upon the County's or other SPCCPB member's written notice, Vendor shall immediately provide a qualified replacement.

30.2. Vendor shall advise its employees and the employees of its subcontractors and agents that:

30.2.1. It is the policy of the County of Berks and all other SPCCPB members to provide a drug-free work environment. To that end the County and each other SPCCPB member prohibits the consumption of alcohol or illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

controlled substances while supplying Goods and Services or on County or other SPCCPB member's property on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.

30.2.2. Any employee of Vendor who is found in violation of the policy may be removed or barred from the work site at the discretion of the County or other SPCCPB member.

#### **31. Governing Law and Jurisdiction**

This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF COMMON PLEAS OF BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

#### **32. Subcontractors**

32.1. The Vendor shall not subcontract with or employ any entity or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof. The County shall have the right to require the Vendor to terminate such subcontracts or employment at no cost to the County or other SPCCPB member. The Vendor agrees to reimburse the County or other SPCCPB member for costs and expenses incurred due to the Vendor's noncompliance with the terms of this certification requirement.

32.2. The Vendor may obtain the current list of suspended and debarred Vendors by contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125

#### **33. Severability**

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

#### **34. Reservation of Rights**

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination or assignment of this Agreement shall

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination or assignment.

**35. Regulations**  
Not applicable.

**36. Integrity Provisions**

36.1. It is essential that those who seek to contract with the County and other SPCCPB members observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the County procurement process.

36.2. In furtherance of this policy, Vendor agrees to the following:

36.2.1. Vendor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations or other requirements applicable to Vendor or that governs contracting with the County, SPCCPB members and Commonwealth.

36.2.2. Vendor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Vendor employee activity with the County, SPCCPB members and Commonwealth; County, SPCCPB members and Commonwealth employees, and which is distributed and made known to all Vendor employees.

36.2.3. Vendor, its affiliates, agents and employees shall not influence, or attempt to influence any County, another SPCCPB member or Commonwealth employee to breach the standards of ethical conduct for County, another SPCCPB member or Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.

36.2.4. Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County, other SPCCPB member and/or Commonwealth official or employee or to any other person at the direction or request of any County, SPCCPB member and/or Commonwealth official or employee.

36.2.5. Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County or other SPCCPB member official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the County, such other SPCCPB members and Commonwealth.

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

- 36.2.6. Vendor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any County, other SPCCPB member or Commonwealth official or employee.
- 36.2.7. Vendor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the agreement, except as provided in the Agreement.
- 36.2.8. Vendor shall not have a financial interest in any other provider, subcontractor or supplier providing services, labor or material on this program, unless the financial interest is disclosed to the County in writing and the County consents to Vendor's financial interest prior to County's execution of the agreement. Vendor shall disclose the financial interest to the County at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Vendor's submission of the agreement signed by Vendor.
- 36.2.9. Vendor must promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor subcontractor or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct. Potential fraud, waste, abuse or misconduct involving or relating to funds under this contract should be reported to the OIG by (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov) and/or (3) the DOJ OIG hotline: at (800) 869-4499 (phone) or (202) 616-9881. Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.
- 36.2.10. Restrictions and certifications regarding non-disclosure agreements and related matters.
- 36.2.10.1. Vendor shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of federal department or agency authorized to receive such information.
- 36.2.10.2. The foregoing is not intended, and shall not be understood by, to contravene requirements applicable to Standard Form 312 (which relates to classified information). Form 4414 (which

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

relates to sensitive compartmental information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

36.2.10.3. In accepting this Agreement, the Vendor

36.2.10.3.1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

36.2.10.3.2. certifies that if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency whom has awarded these grant funds and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

36.2.10.4. If the Vendor does or is authorized to make subawards (“subgrants”), or engage a procurement contractor to perform services under this Agreement:

36.2.10.4.1. It represents that

36.2.10.4.1.1. it has determined that no other entity that the Vendor’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and



## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

36.2.10.4.1.2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

36.2.10.4.1.3. it certifies that if it learns or is notified that any subrecipient contractor or subcontractor entity that receives funds under this agreement is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, the County, will immediately stop any further obligations of agreement funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

36.2.11. Vendor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, Vendor under this agreement without the prior written approval of the County or SPCCPB member to whom such information, documents, reports, data or records apply, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104*, or other applicable law or as otherwise provided in this Agreement. Any information, documents, reports, data, or records secured by Vendor from the County or other SPCCPB member or a third party in connection with the performance of this agreement shall be kept confidential unless disclosure of such information is.

36.2.11.1. Approved in writing by the County or such other SPCCPB member prior to its disclosure; or

36.2.11.2. Directed by a court or other tribunal of competent jurisdiction unless the agreement requires prior County or other SPCCPB member's approval; or

36.2.11.3. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

36.2.11.4. Necessary for purposes of Vendor's internal assessment and review; or

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

36.2.11.5. Deemed necessary by Vendor in any action to enforce the provisions of this Agreement or to defend or prosecute claims by or against parties other than the County or other SPCCPB member; or

36.2.11.6. Permitted by the valid authorization of a third party to whom the information, documents, reports, data or records pertain; or

36.2.11.7. Otherwise required by law.

36.2.12. Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the County agency granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

36.2.12.1. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

36.2.12.2. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Vendor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual of entity associated with:

36.2.12.2.1. Obtaining;

36.2.12.2.2. Attempting to obtain; or

36.2.12.2.3. Performing a public grant or subgrant  
Vendor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

36.2.12.3. Violation of federal or state antitrust statutes.

36.2.12.4. Violation of any federal or state law regulating campaign contributions.

36.2.12.5. Violation of any federal or state environmental law.

36.2.12.6. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

36.2.12.7. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 et seq.

36.2.12.8. Violation of any federal and state law prohibiting discrimination in employment, including but not limited to 28 CFR Part 42.

36.2.12.9. Debarment by any agency or department of the federal government or by any other state.

36.2.12.10. Any other crime involving moral turpitude or business honesty or integrity.

Vendor acknowledges that the County may, in its sole discretion, terminate the agreement for cause upon such notification or when the County otherwise learns that Vendor has been officially notified, charged or convicted.

36.2.13. If this Agreement was awarded to Vendor on a non-bid basis, Vendor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Vendor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

36.2.13.1. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed as aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

36.2.13.2. To obtain a copy of the report form, Vendor shall contact the Bureau of Commissioners, elections and Legislation, Division of Campaign Finance and Lobby Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

36.2.14. Vendor shall comply with requirements of the *Lobbying Disclosure Act*, 65 *Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Vendor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Vendor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Vendor's behalf, no matter the procurement stage, are not exempt and must be reported.

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

- 36.2.15. When Vendor has reason to believe that any breach of ethical standards as set forth in law, the Governor's code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Vendor shall immediately notify the Commonwealth granting officer or Commonwealth Inspector General in writing.
- 36.2.16. Vendor, by submission of its bid or proposal and/or execution of this agreement by the submission of any bills, invoices or requests for payment pursuant to the grant, certifies and represents that it has not violated any of these integrity provisions in connection with the submission of the bid or proposal, during any agreement negotiations or during the term of the Agreement.
- 36.2.17. Vendor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Vendor non-compliance with these provisions. Vendor agrees to make identified Vendor employees available for interviews at reasonable times and places. Vendor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Vendor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Vendor's business or financial records, documents or files of any type or form that refers to or concern this Agreement.
- 36.2.18. For violation of any of these Integrity Provisions, the County may terminate that and any other agreement with Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Vendor to complete performance under this Agreement, and debar and suspend Vendor from doing business with the County. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.
- 36.2.19. For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Clause 36.
- 36.2.19.1. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Vendor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Vendor; or e) has not been

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

independently developed by Vendor without the use of confidential information of the County or Commonwealth.

36.2.19.2. “Consent” means written permission signed by a duly authorized officer or employee of the County or Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or grantual terms, the County or Commonwealth shall be deemed to have consented by virtue of execution of this Agreement.

36.2.19.3. “Vendor” means the individual or entity that has entered into this Agreement with the County, including those directors, officers, partners, managers and owners having more than a five percent interest in Vendor.

36.2.19.4. “Financial interest” means:

36.2.19.4.1. Ownership of more than a five percent interest in any business; or

36.2.19.4.2. Holding a position as an officer, director, trustee, partner, employee or holding any position of management.

36.2.19.5. “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or grants of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

36.2.19.6. “Immediate family” means a spouse and any unemancipated child.

36.2.19.7. “Non-bid basis” means a grant awarded or executed by the County with Vendor without seeking bids or proposals from any other potential bidder or offeror.

36.2.19.8. “Political contribution” means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

**37. Debarment/Tax Liabilities**

37.1. For the purpose of these provisions, the term vendor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, provider, or subcontractor, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the County, or with a person under contract, subcontract, grant, or subgrant with the County or its state-affiliated entities, and state-related institutions. The term vendor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the County.

37.1.1. The Vendor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any County contract, that neither the vendor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the vendor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

37.1.1.1. The Vendor must also certify, in writing, that as of the date of its execution, of any County contract it has no tax liabilities or other County or Commonwealth obligations.

37.1.1.2. The Vendor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Vendor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other County or Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

37.1.2. The failure of the Vendor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the County.

37.1.3. The Vendor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the County, which results in the suspension or debarment of the Vendor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Vendor shall not be responsible for investigative costs for investigations that do not result in the Vendor's suspension or debarment.

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

37.1.4. Vendor shall immediately self-report any discovered exclusion of an employee or contractor, either an individual or an entity, to the Bureau of Program Integrity either:

37.1.4.1. Via e-mail through the MA Provider Compliance form at the following link:

<https://expressforms.pa.gov/apps/pa/DHS/MA-Provider-Compliance-Hotline>

37.1.4.2. By U.S. mail at the following address:

Department of Human Services  
Office of Administration  
Bureau of Program Integrity  
Commonwealth of Pennsylvania  
P.O. Box 2675  
Harrisburg, PA 17105-2675

37.1.4.3. By fax at: 1-717-772-4655 or 1-717-772-4638.

37.1.4.4. Vendor shall copy the County on any notice given to the Bureau of Program Integrity in the manner and at the address provided for giving notices to the County in this Agreement.

37.1.5. Vendor shall develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of most recent update.

37.1.6. Vendor shall periodically conduct self-audits to determine compliance with this requirement.

37.1.7. Vendor shall provide evidence of compliance with these requirements to the County within ten (10) days following a request by the County.

37.1.8. The Vendor may obtain a current list of suspended and debarred Commonwealth providers by accessing:

37.1.8.1. The Commonwealth of Pennsylvania - Debarment and Suspension List online at the website below:

<https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index>

or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: 717-783-6472

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

Fax No.: 717-787-9138

37.1.8.2. The Worker Protection and Labor Law Non-Compliance List  
online at the website below:

<https://www.dli.pa.gov/Pages/Non-Compliance-List.aspx>

37.1.9. It shall be the responsibility of the Vendor to determine and utilize the  
appropriate site for said database.

#### **38. Nondiscrimination/Sexual Harassment Clause**

38.1. During the term of the Agreement, Vendor agrees as follows:

38.1.1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any contract or subcontract, the Vendor, a contractor, a subcontractor, or any person acting on behalf of the Vendor shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

38.1.2. The Vendor, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed or color.

38.1.3. The Vendor, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

38.1.4. The Vendor, contractor or any subcontractor shall not discriminate by reason of gender, race, creed or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the agreement relates.

38.1.5. The Vendor, any contractor or any subcontractor shall, within the time periods requested by the County, furnish all necessary employment documents and records and permit access to their books, records and accounts by the County and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any Agreement, the Vendor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Vendors who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the County.



## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

38.1.6. The Vendor, any contractor or subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.

38.1.7. The County may cancel or terminate the agreement and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, County may proceed with debarment or suspension and may place the Vendor, contractor or subcontractor in the Contractor Responsibility File.

**39. Set Off Clause**  
Not applicable.

**40. Property and Supplies**  
Not applicable.

**41. Right to Know Law**

41.1. The Pennsylvania Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101-3104, applies to this Agreement.

41.2. Unless the Vendor provides the County, in writing, with the name and contact information of another person, the County or other SPCCPB member shall notify the provider using the Vendor information provided by the Vendor in this Agreement if the County or such other SPCCPB member needs the Vendor’s assistance in any matter arising out of the RTKL. The Vendor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

41.3. Upon notification to the Vendor that the County or such other SPCCPB member has received a request for records under the RTKL related to this Agreement that may be in the Vendor’s possession, constituting or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Vendor shall:

41.3.1. Provide the Vendor, within five (5) business days after receipt of the County’s or such other SPCCPB member’s written notification, access to, and copies of, any document or information in the Vendor’s possession arising out of this Agreement that the County or other SPCCPB member reasonably believes is Requested Information and may be a public record under the RTKL; and

41.3.2. Provide such other assistance as the County or other SPCCPB member may reasonably request, in order to comply with the RTKL with respect to this Agreement.

41.4. If the Vendor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or information that the Vendor considers exempt from production under the

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

RTKL, the Vendor must notify the County or other SPCCPB member and provide within five (5) business days of receiving the County's or other SPCCPB member's written notification, a written statement signed by a representative of the Vendor explaining why the requested material is exempt from public disclosure under the RTKL

- 41.5. The County and each other SPCCPB member will rely upon the written statement from the Vendor in denying a RTKL request for the Requested Information unless the County or other SPCCPB member determines that the Requested Information is clearly not protected from disclosure under the RTKL. If the County denies a RTKL request in reliance upon Disclosing Party's written statement and the denial is appealed, Disclosing Party agrees to fully participate in any RTKL appellate proceedings.
- 41.6. If the Vendor fails to provide the Requested Information within the time period required by these provisions, the Vendor shall indemnify and hold the County or other SPCCPB member harmless for any damages, penalties, costs, detriment or harm that the County or other SPCCPB member may incur as a result of the Vendor's failure, including any statutory damages assessed against the County or other SPCCPB member.
- 41.7. The County or other SPCCPB member will reimburse the Vendor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- 41.8. The Vendor may file a legal challenge to a decision by the County or other SPCCPB member to release a record the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Vendor shall indemnify the County and other SPCCPB members for any legal expenses incurred by the County or such SPCCPB members as a result of such a challenge and shall hold the County and each other SPCCPB member harmless for any damages, penalties, costs, detriment or harm that the County or such SPCCPB member may incur as a result of the Vendor's failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, the Vendor agrees to waive all rights or remedies that may be available to it as a result of the County's or other SPCCPB member's disclosure of Requested Information pursuant to the RTKL.
- 41.9. The Vendor's duties relating to the RTKL are continuing duties that survive the expiration of the Agreement and shall continue as long as the Vendor has Requested Information in its possession.
- 42. Federal and State Audit Requirements**  
Not applicable.
- 43. Worker Protection and Investment**

## ATTACHMENT H

### FORM OF AGREEMENT AND GENERAL CONDITIONS

---

---

43.1. To the extent applicable, Vendor shall comply with Commonwealth of Pennsylvania Executive Order 2021-06, Worker Protection and Investment, and certify Vendor is in compliance with all applicable Pennsylvania state labor and workforce safety laws including:

- 43.1.1. Construction Workplace Misclassification Act;
- 43.1.2. Employment of Minors Child Labor Act;
- 43.1.3. Minimum Wage Act;
- 43.1.4. Prevailing Wage Act;
- 43.1.5. Equal Pay Law;
- 43.1.6. Employer to Pay Employment Medical Examination Fee Act;
- 43.1.7. Seasonal Farm Labor Act;
- 43.1.8. Wage Payment and Collection Law;
- 43.1.9. Industrial Homework Law;
- 43.1.10. Construction Industry Employee Verification Act;
- 43.1.11. Act 102: Prohibition on Excessive Overtime in Healthcare;
- 43.1.12. Apprenticeship and Training Act; and,
- 43.1.13. Inspection of Employment Records Law.

43.2. Vendor shall also certify compliance with Unemployment Compensation tax requirements and Workers' Compensation insurance requirements.

#### **44. Headings**

All headings included for convenience only and shall not affect any construction or interpretation of this Agreement.

#### **45. Entire Agreement**

The governing terms and conditions of this Agreement are expressly limited to the terms and conditions contained in this Agreement and documents incorporated herein. This Agreement constitutes the complete integration of all oral and written documents, is the entire and final Agreement between the parties and **may be amended only by a written instrument signed by authorized officials of both parties.**

[Signatures on the following page]

**ATTACHMENT H**  
**FORM OF AGREEMENT AND GENERAL CONDITIONS**

---

---

With the intent to be legally bound, authorized officials of each party have signed this Agreement on the dates written below. Each person signing this Agreement represents and warrants that such person is fully authorized to sign and enter into this Agreement on behalf of the Vendor named above his or her signature.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Agreement.

**County of Berks**

**name of other party**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (printed): Kelly A. Laubach, CPPB

Name (printed): \_\_\_\_\_

Title: Director of Contracts and Procurement

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (printed): Mansoor Zaki

Name (printed): \_\_\_\_\_

Title: Buyer

Title: \_\_\_\_\_

---- END OF FORM OF AGREEMENT AND GENERAL CONDITIONS ----

**ATTACHMENT I**  
**PERFORMANCE BOND FOR INVITATION TO BID # 24-31-MZ**

---

---

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Principal (the "Principal"), and \_\_\_\_\_, a company organized and existing under the laws of the \_\_\_\_\_ of \_\_\_\_\_, having its principal office at \_\_\_\_\_, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound unto the COUNTY OF BERKS, and the participating members of the Southeastern Pennsylvania Counties Cooperative Purchasing Board as Obligees (the "Obligees"), as hereinafter set forth in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WITNESSETH THAT:**

WHEREAS, the Principal heretofore has submitted to the Obligees a certain Bid, dated \_\_\_\_\_, 20\_\_ (the "Bid"), to perform \_\_\_\_\_ for the Obligees, in connection with the \_\_\_\_\_; and

WHEREAS, the Obligees is a "Contracting Body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an issuance shall be made to the Principal by the Obligees in accordance with the Bid, the Principal shall furnish this Performance Bond to the Obligees, with this Performance Bond to become binding upon the issuance of an Agreement to the Principal by the Obligees in accordance with the Bid; and

WHEREAS, it also is a condition of the Bid that this Performance Bond shall be furnished by the Principal to the Obligees; and

WHEREAS, under the Bid, it is provided, *inter alia*, that if the Principal shall furnish this Performance Bond to the Obligees, and if the Obligees shall issue an Agreement to the Principal in accordance with the Bid, then the Principal and the Obligees shall execute the Agreement with respect to the supply of certain Goods and Services (the "Agreement"), the form of which Agreement is attached.

NOW, THEREFORE, the terms and conditions of this Performance Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall supply the Goods and Services in accordance with the Agreement, and if the Principal shall satisfy all claims and demands

**ATTACHMENT I**  
**PERFORMANCE BOND FOR INVITATION TO BID # 24-31-MZ**

---

incurred in or related to the performance of the Agreement by the Principal or arising out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely, defend and save harmless the Obligees and all of its officers, agents and employees from any and all costs and damages, including, but not limited to, liquidated damages which the Obligees and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligees any and all costs and expenses which the Obligees and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and professional fees resulting from such default or failure of the Principal, in accordance with the Agreement, and (b) if the Principal shall remedy, without cost to the Obligees, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Obligees of the Goods and Services to be supplied in accordance with the Agreement, which defects, in the sole judgment of the Obligees or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Performance Bond shall be void; otherwise, this Performance Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, legal fees and professional fees resulting from the default or failure of Principal, in accordance with the Agreement, shall be payable by Principal and Surety upon demand of Obligees (such occurrence being an "Event of Default"); provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond, as this Performance Bond is amended, whether automatically or in writing, in accordance with the terms hereof.

**THE SURETY, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FIRMLY BY THESE PRESENTS, AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AND CONFESS JUDGMENT IN FAVOR OF THE OBLIGEES, ITS SUCCESSORS AND ASSIGNS, AND AGAINST THE SURETY AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TOGETHER WITH AN ATTORNEY'S COMMISSION OF TWENTY PERCENT (20%), BESIDES COST OF SUIT, WITH RELEASE OF ERRORS AND WAIVE OF ALL CAUSES FOR STAY OF EXECUTION AND EXEMPTION. THE SURETY FURTHER AGREES THAT IF, IN THE OPINION OF THE OBLIGEES, ANY EVENT OF DEFAULT SHALL HAPPEN ON THE PART OF THE PRINCIPAL, THE SURETY SHALL PAY ALL LOSS OCCASIONED THEREBY, AND THAT THE ASCERTAINED AMOUNT THEREOF, WHICH SHALL BE DETERMINED BY THE OBLIGEES, AND OF THE TRUTH OF WHICH OATH OR AFFIRMATION SHALL BE MADE BY THE OBLIGEES SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE SURETY, AND THAT EXECUTION FORTHWITH SHALL ISSUE AGAINST THE SURETY THE AMOUNT OF SAID DEFAULT.**

This Performance Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Agreement, and/or any alterations, changes and/or additions to the Goods and Services to be supplied in accordance with the Agreement, and/or any giving by the Obligees of any extensions of time for the Goods and Services to be supplied in accordance with the Agreement, and/or any act of forbearance of either the Principal or the Obligees toward the other with respect to the Agreement,

**ATTACHMENT I**  
**PERFORMANCE BOND FOR INVITATION TO BID # 24-31-MZ**

---

---

and/or the reduction of any percentage to be retained by the Obligees as permitted by the Agreement, shall not release and/or discharge, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Performance Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

The Principal and the Surety agree that this Performance Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Agreement not increasing the Contract Price in the aggregate by more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Agreement as so amended and the Surety, for value received, does waive notice of any such amendment to the Agreement not increasing the Contract Price in the aggregate by more than twenty percent (20%). The term "Amendment", wherever used in this Performance Bond and whether referring to this Performance Bond or the Agreement shall include, without limitation, any alteration, addition, extension or modification of any character whatsoever.

In the event that the Obligees incurs legal fees for default or enforcement of its rights under the Agreement or Performance Bond, the Surety agrees to pay for all reasonable legal fees and costs incurred by the Obligees.

Any dispute resolution proceeding, legal or equitable, under this Performance Bond, shall be instituted in the Court of Common Pleas of Berks County and not elsewhere. In such dispute resolution proceeding, Obligees may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Performance Bond shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

[Signatures on the following page]

**ATTACHMENT I**  
**PERFORMANCE BOND FOR INVITATION TO BID # 24-31-MZ**

---

---

IN WITNESS WHEREOF, the Principal and the Surety cause this Performance Bond to be signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Individual Principal (Trading and/or Doing Business as: _____ )	
Witness: _____	By: _____
	Name: _____

Partnership Principal	
Name of Partnership: _____	
	By: _____
Witness: _____	Name: _____
	Title: _____
	By: _____
Witness: _____	Name: _____

Corporate/Limited Liability Principal	
Name of Corporation: _____	
	By: _____
Attest: _____	Name: _____
	Title: _____*
[SEAL]	
* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.	

Corporate Surety	
Name of Surety: _____	
Witness or Attest: _____	By: _____
	Name: _____
[SEAL]	Title: _____**
** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.	



# ATTACHMENT J

## FORM OF PURCHASE ORDER

---

---

### COUNTY OF BERKS - PURCHASE ORDER TERMS AND CONDITIONS

- 1. Entire Agreement.** This Purchase Order ("P.O."), including these terms and conditions, is integrated into Agreement # \_\_\_\_\_ between the parties ("Agreement") hereto and may not be modified or changed in any way without the written consent of the parties. Capitalized terms not defined herein shall have the meaning set forth in the Agreement. Any different or additional terms in Vendor's acceptance of this offer are hereby rejected. Shipment and/or delivery by Vendor of any of the items covered in this Purchase Order shall in all cases constitute an unqualified acceptance of all County's terms and conditions.
- 2. Freight/Delivery.** Unless otherwise agreed, all prices stated herein are inclusive of packaging and freight costs to the delivery point stated on the face of this P.O. Collect shipments will not be accepted. If freight is allowed, freight costs are to be prepaid by Vendor and added to the invoice as a separate line item. A copy of the bill of lading must accompany the invoice. All goods shall be shipped via the most economical method, unless otherwise specifically agreed upon by the County. Time or times of delivery, in the quantity or number of units required to be delivered is of the essence of this Purchase Order and must be strictly complied with. In the event delivery of goods is delayed, County reserves the right to require Vendor to ship the goods via express transport at Vendor's expense.
- 3. Invoicing/Payment.** Payment shall be net thirty (30) days from receipt of a properly documented invoice. If a cash discount is available for early payment, such cash discount period will be calculated from the date of receipt of a properly documented invoice or, for goods, from the date of receipt at the specified delivery point, and, for services, from the date of completion, whichever is later. Each invoice must reference the P.O. number, shall not include goods or services for more than one P.O., and must indicate whether for a partial or complete shipment. The County is exempt from any sale, excise or federal transportation taxes.
- 4. Inspection/Acceptance.** All goods shall be packaged to protect them from damage during shipment. County will refuse delivery of damaged packages. All goods delivered or services performed shall comply with all federal, state and/or local laws relative thereto. Inspection of all goods shall be conducted at the place of delivery or other place of inspection if so specified herein, and shall occur within a reasonable time after delivery. At County's option, Vendor shall either (a) remove from the place of inspection at Vendor's risk of loss and expense any goods, which the County after inspection rejects or revokes acceptance due to non-conformance or Vendor's non-compliance with any terms of this P.O., or (b) correct rejected goods within a reasonable time after notification of rejection.
- 5. Default.** If the Vendor fails to supply and deliver conforming goods or fails to perform services pursuant to this P.O., County may, after providing notification to Vendor, procure the same from other sources and charge the Vendor for any excess cost or damages resulting therefrom, as liquidated damages. This paragraph shall not operate or bar the County from exercising any other rights or remedies to which it may be entitled to under the Pennsylvania Uniform Commercial Code, Article 2, 13 Pa.C.S.A, Section 2101 et seq.
- 6. Independent Contractor.** The employees, subcontractors, methods, facilities, and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to County under this Agreement shall be that of an independent contractor, and nothing in this P.O. or the Agreement shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, partner of County.
- 7. Warranty.** Vendor warrants to County that the goods furnished under this P.O., whether manufactured or fabricated by Vendor or others, shall be (a) new (unless otherwise approved on the face of this P.O.) and strictly conform to the specifications, drawings, samples and descriptions referred to herein or provided by County to Vendor, and (b) free from defects in materials and workmanship. All work performed shall be done in a skilled manner and shall comply with industry standards. Vendor shall promptly repair or replace goods and re-perform services, after receiving notification from County of defects or nonconformance. Goods manufactured or services provided by a third party and supplied by Vendor shall carry all third party warranties. All warranties shall survive any inspection, delivery, acceptance, or payment.
- 8. Indemnity/Limitation of Liability.** Vendor agrees to indemnify and hold harmless the County of Berks, its elected officials, employees and agents from all costs, losses, expenses, damages, claims, suits, and liability for injuries to, and/or death of, any and all persons and for loss of and/or damage to property sustained or alleged to be sustained in connection with or to have arisen out of the performance of the work by the Vendor, its subcontractors or its respective agents, servants or employees. In no event shall County be liable for any indirect, incidental, special, or consequential damages.
- 9. Insurance.** In the event Vendor provides any services under this P.O., Vendor shall provide and maintain at its own expense, and require its subcontractors to maintain during progress of any work (a) Worker's Compensation insurance in statutory limits mandated by the Commonwealth of Pennsylvania; and (b) bodily injury, liability, and property damage insurance in such amounts as are appropriate and commercially reasonable for parties engaging in the type of activities contemplated by the projects entered into hereunder, but in no event shall these amounts be less than \$1,000,000. Upon request, Vendor shall furnish certificates of insurance evidencing the required insurance coverage.
- 10. Termination.** County reserves the right, at any time and for its convenience, to terminate this P.O. in whole or in any separable part by written notice to Vendor. Such notice shall be provided at least thirty (30) days prior to the intended date of termination date. Vendor shall be compensated for goods accepted or services properly performed up to the effective date of termination, less any payments previously made by County for such goods or services, but in no event shall Vendor be entitled to recover loss of profits.
- 11. Changes.** County shall have the right to make changes to this order. If such changes affect the price or the delivery date specified herein, Vendor shall, before proceeding, secure approval, in writing, of any change in price or date of delivery. County shall also have the right to cancel all or any separable part of this Purchase Order by written notice.
- 12. Publicity.** Neither Vendor nor any tier subcontractor shall use the name of the County of Berks, or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.
- 13. Assignment.** This P.O. may not be assigned nor any duties delegated by the Vendor without the written consent of the County. This P.O. shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- 14. Compliance with Laws.** Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity.
- 15. Governing Law.** This P.O. shall be interpreted under the substantive law of the Commonwealth of Pennsylvania.
- 16. Severability/Reservation of Rights.** The provisions of this P.O. shall be deemed to be severable. Consequently, in the event that any provision of this P.O. is found to be void or unenforceable, such findings shall not be construed to render any other provision of the Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party. Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of like or different character.

# ATTACHMENT K

## WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM BOP 2201



### WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

- A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:
1. Construction Workplace Misclassification Act
  2. Employment of Minors Child Labor Act
  3. Minimum Wage Act
  4. Prevailing Wage Act
  5. Equal Pay Law
  6. Employer to Pay Employment Medical Examination Fee Act
  7. Seasonal Farm Labor Act
  8. Wage Payment and Collection Law
  9. Industrial Homework Law
  10. Construction Industry Employee Verification Act
  11. Act 102: Prohibition on Excessive Overtime in Healthcare
  12. Apprenticeship and Training Act
  13. Inspection of Employment Records Law
- B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

### CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

ATTACHMENT L  
PRICE SCHEDULE

Line	County BE = Berks BU = Bucks LA = Lancaster LE = Lehigh	Item Description	UOM = Unit of Measure	Size	Est. Annual QTY by County Internal	Total Estimated Annual QTY	Unit Price	\$	Extended Price	Item Description of Goods Bid	Berks
											Bucks
1	BE,BU,LA, LE	Bra, Sport (Ladies) Brand: Bob Barker #EBASPLS(size), Victory Supply #SBWH-SZ, or approved equal Color: White Refer to Section Two, Paragraph 3.1	Dozen	30	1	15			\$ -		
					12						
					1						
					1						
				32	20	34			\$ -		
					12						
					1						
					1						
				34	44	148			\$ -		
					12						
					44						
					48						
				36	50	160			\$ -		
					12						
					50						
					48						
				38	44	150			\$ -		
					2						
					44						
					60						
				40	40	141			\$ -		Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
					1						
					40						
					60						
				42	1	4			\$ -		
					1						
					1						
					1						
				44	1	4			\$ -		
					1						
					1						
					1						
				46	1	4			\$ -		
					1						
					1						
					1						
				48	1	4			\$ -		
					1						
					1						
					1						
				50	1	4			\$ -		
					1						
					1						
					1						
				52	1	4			\$ -		
					1						
					1						
					1						

ATTACHMENT L  
PRICE SCHEDULE

2	BE	Gloves, Work (Adult) Brand: Bob Barker #5049, or approved equal Color: White and Grey Refer to Section Two, Paragraph 3.2.1	Dozen	One size fits all	4	4		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
3	BE	Gloves, Cold Weather (Adult) Brand: Radians #RWG17 or approved equal Color: Orange Refer to Section Two, Paragraph 3.2.2	Each	SM	4	4		\$ -	Brand Name: _____
				MED	4	4		\$ -	Style #: _____
				LG	4	4		\$ -	Packaging: _____
				XL	4	4		\$ -	Differences: _____
				2XL	4	4		\$ -	
4	BE	Hat, Knit (Adult) Brand: Eros #6019, or approved equal Color: Gray Refer to Section Two, Paragraph 3.3.1	Dozen	One size fits all	5	5		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
5	BE	Hat, Cap, Watch (Adult) Brand: Bob Barker #101K-(color), or approved equal Color: Orange, Black, Gray, Navy Blue, Brown Refer to Section Two, Paragraph 3.3.2	Dozen	One size fits all	4	4		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
6	BE	Hat, Baseball (Adult) Brand: Bob Barker #Z39165-OR, or approved equal Color: Orange Refer to Section Two, Paragraph 3.3.3	Dozen	One size fits all	4	4		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____

ATTACHMENT L  
PRICE SCHEDULE

7a	BU	Jumpsuit, One Piece (Stencil) (Adult) Brand: Bob Barker #24217, or approved equal Color: Red Refer to Section Two, Paragraph 3.4.1	Each	2XL	24	24		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
7b	BU, LA	Jumpsuit, One Piece (Stencil) (Adult) Brand: Bob Barker #24223, or approved equal Color: Yellow Refer to Section Two, Paragraph 3.4.1	Each	SM	1	19		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
				18					
				MED	1	19		\$ -	
				18					
				LG	1	19		\$ -	
				18					
				XL	120	138		\$ -	
				18					
				2XL	120	138		\$ -	
				18					
				3XL	120	138		\$ -	
				18					
				4XL	72	90		\$ -	
				18					
				5XL	72	90		\$ -	
				18					
				6XL	56	74		\$ -	
				18					
				7XL	56	74		\$ -	
				18					
				8XL	1	19		\$ -	
				18					
				9XL	1	19		\$ -	
				18					
				10XL	24	42		\$ -	
				18					
7c	BU, LA	Jumpsuit, One Piece (Stencil) (Adult) Brand: Bob Barker #OJS, or approved equal Color: Orange Refer to Section Two, Paragraph 3.4.1	Each	SM	1	55		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
				54					
				MED	1	55		\$ -	
				54					
				LG	48	102		\$ -	
				54					
				XL	48	102		\$ -	
				54					
				2XL	48	102		\$ -	
				54					
				3XL	1	55		\$ -	
				54					
				4XL	1	55		\$ -	
				54					
				5XL	1	55		\$ -	
				54					
				6XL	1	55		\$ -	
				54					
				7XL	1	55		\$ -	
				54					
				8XL	1	55		\$ -	
				54					
				9XL	1	55		\$ -	
				54					
				10XL	1	55		\$ -	
				54					

ATTACHMENT L  
PRICE SCHEDULE

7d	BU, LA	Jumpsuit, One Piece (Stencil) (Adult) Brand: Bob Barker #24225, or approved equal Color: Gray Refer to Section Two, Paragraph 3.4.1	Each	SM	1 5	6		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
				MED	1 5	6		\$ -	
				LG	1 5	6		\$ -	
				XL	24 5	29		\$ -	
				2XL	24 5	29		\$ -	
				3XL	24 5	29		\$ -	
				4XL	24 5	29		\$ -	
				5XL	24 5	29		\$ -	
				6XL	24 5	29		\$ -	
				7XL	24 5	29		\$ -	
				8XL	1 5	6		\$ -	
				9XL	1 5	6		\$ -	
				10XL	24 5	29		\$ -	
				7e	LA	Jumpsuit, One Piece (Stencil) (Adult) Brand: Bob Barker #24212, or approved equal Color: Navy Refer to Section Two, Paragraph 3.4.1	Each	SM	
MED	10	10						\$ -	
LG	10	10						\$ -	
XL	10	10						\$ -	
2XL	10	10						\$ -	
3XL	10	10						\$ -	
4XL	10	10						\$ -	
5XL	10	10						\$ -	
6XL	10	10						\$ -	
7XL	10	10						\$ -	
8XL	10	10						\$ -	
9XL	10	10		\$ -					
10XL	10	10		\$ -					
7f	LA	Jumpsuit, One Piece (Stencil) (Adult) Brand: Bob Barker #BWJ-(Size), or approved equal Color: Black and White Striped Refer to Section Two, Paragraph 3.4.1	Each	SM	36	36		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
				MED	36	36		\$ -	
				LG	36	36		\$ -	
				XL	36	36		\$ -	
				2XL	36	36		\$ -	
				3XL	36	36		\$ -	
				4XL	36	36		\$ -	
				5XL	36	36		\$ -	
				6XL	36	36		\$ -	
				7XL	36	36		\$ -	
8XL	36	36		\$ -					
9XL	36	36		\$ -					
10XL	36	36		\$ -					

ATTACHMENT L  
PRICE SCHEDULE

8a	LA	Pants, Tri-stitch (Adult) Brand: Bob Barker #TGT-(size) or approved equal Color: Green Refer to Section Two, Paragraph 3.5.1	Each	MED	126	126		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				LG	162	162		\$ -	
				XL	234	234		\$ -	
				2XL	72	72		\$ -	
				3XL	108	108		\$ -	
				4XL	36	36		\$ -	
				5XL	18	18		\$ -	
8b	BU,LE	Pants, Tri-stitch (Adult) Brand: Bob Barker #TNT-(size) or approved equal Color: Navy Refer to Section Two, Paragraph 3.5.1	Each	SM	1	2		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
					1				
				MED	1	2		\$ -	
					1				
				LG	6	646		\$ -	
					640				
				XL	6	1206		\$ -	
					1200				
				2XL	1	1201		\$ -	
					1200				
				3XL	1	541		\$ -	
					540				
				4XL	1	541		\$ -	
					540				
				5XL	1	2		\$ -	
					1				
8c	LA	Pants, Tri-stitch (Adult) Brand: Bob Barker #TPBT-(size) or approved equal Color: Postman Blue Refer to Section Two, Paragraph 3.5.1	Each	SM	36	36		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				MED	36	36		\$ -	
				LG	36	36		\$ -	
				XL	36	36		\$ -	
				2XL	36	36		\$ -	
				3XL	36	36		\$ -	
				4XL	36	36		\$ -	
				5XL	36	36		\$ -	
8d	LE	Pants, Tri-stitch (Adult) Brand: Bob Barker #TKT-(size), VSI #UNTRKH or approved equal Color: Khaki Refer to Section Two, Paragraph 3.5.1	Each	LG	360	360		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				XL	360	360		\$ -	
				2XL	360	360		\$ -	
9	BE	Pants, Tri-stitch (Stencil) (Adult) Brand: Bob Barker #TNT-(size) or approved equal Color: Navy Refer to Section Two, Paragraph 3.5.2	Each	SM	1	1		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				MED	400	400		\$ -	
				LG	500	500		\$ -	
				XL	200	200		\$ -	
				2XL	200	200		\$ -	
				3XL	1	1		\$ -	
				4XL	1	1		\$ -	
				5XL	1	1		\$ -	
				6XL	1	1		\$ -	
				7XL	1	1		\$ -	
				8XL	24	24		\$ -	
9XL	1	1		\$ -					
10XL	24	24		\$ -					

ATTACHMENT L  
PRICE SCHEDULE

10	BU	Pants, Twill Work (Men) Brand: Bob Barker #ZPT20(color)(size), or approved equal Color: Khaki Refer to to Section Two, Paragraph 3.5.3	Each	28x30	1	1	\$	-	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
				30x30	1	1	\$	-	
				32x30	1	1	\$	-	
				32x32	1	1	\$	-	
				32x34	1	1	\$	-	
				34x32	1	1	\$	-	
				34x34	1	1	\$	-	
				36x32	1	1	\$	-	
				36x34	1	1	\$	-	
				38x32	1	1	\$	-	
				38x34	1	1	\$	-	
				40x32	1	1	\$	-	
				40x34	1	1	\$	-	
				42x32	1	1	\$	-	
42x34	1	1	\$	-					
44x32	1	1	\$	-					
44x34	1	1	\$	-					
11	BU	Pants, Flat Front (Ladies) Brand: Dickies #ZFP221-KH, or approved equal Color: Khaki Refer to to Section Two, Paragraph 3.5.4	Each	4	1	1	\$	-	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
				6	1	1	\$	-	
				8	1	1	\$	-	
				10	1	1	\$	-	
				12	1	1	\$	-	
				14	1	1	\$	-	
				16	1	1	\$	-	
				18	1	1	\$	-	
				20	1	1	\$	-	
22	1	1	\$	-					
12a	BU,LE	Shirt, V-Neck (Adult) Brand: Bob Barker #TNS-(size) or approved equal Color: Navy Refer to Section Two, Paragraph 3.6.1	Each	XS	1	2	\$	-	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
					1				
				SM	1	2	\$	-	
					1				
				MED	6	7	\$	-	
					1				
				LG	6	646	\$	-	
					640				
				XL	6	1206	\$	-	
					1200				
				2XL	1	1201	\$	-	
	1200								
3XL	1	541	\$	-					
	540								
4XL	1	541	\$	-					
	540								
5XL	1	1	\$	-					
12b	LA,LE	Shirt, V-Neck (Adult) Brand: Bob Barker #TKS-(size) or approved equal Color: Khaki Refer to Section Two, Paragraph 3.6.1	Each	LG		360	\$	-	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
					360				
				XL		360	\$	-	
					360				
2XL		360	\$	-					
	360								



ATTACHMENT L  
PRICE SCHEDULE

13a	BE	Shirt, V-Neck (Stencil) (Adult) Brand: Bob Barker #TNS or approved equal Color: Navy Refer to Section Two, Paragraph 3.6.2	Each	XS	1	1	\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				SM	1	1	\$ -	
				MED	100	100	\$ -	
				LG	100	100	\$ -	
				XL	100	100	\$ -	
				2XL	50	50	\$ -	
				3XL	25	25	\$ -	
				4XL	25	25	\$ -	
				5XL	1	1	\$ -	
				6XL	25	25	\$ -	
				7XL	1	1	\$ -	
				8XL	12	12	\$ -	
				9XL	1	1	\$ -	
10XL	12	12	\$ -					
13b	BE	Shirt, V-Neck (Stencil) (Adult) Brand: Bob Barker #TKS or approved equal Color: Khaki Refer to Section Two, Paragraph 3.6.2	Each	XS	1	1	\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				SM	1	1	\$ -	
				MED	50	50	\$ -	
				LG	50	50	\$ -	
				XL	50	50	\$ -	
				2XL	50	50	\$ -	
				3XL	1	1	\$ -	
				4XL	1	1	\$ -	
				5XL	1	1	\$ -	
				6XL	1	1	\$ -	
				7XL	1	1	\$ -	
				8XL	1	1	\$ -	
				9XL	1	1	\$ -	
10XL	50	50	\$ -					
13c	BE	Shirt, V-Neck (Stencil) (Adult) Brand: Bob Barker #TYS or approved equal Color: Yellow Refer to Section Two, Paragraph 3.6.2	Each	XS	1	1	\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				SM	1	1	\$ -	
				MED	100	100	\$ -	
				LG	100	100	\$ -	
				XL	100	100	\$ -	
				2XL	100	100	\$ -	
				3XL	50	50	\$ -	
				4XL	50	50	\$ -	
				5XL	1	1	\$ -	
				6XL	50	50	\$ -	
				7XL	1	1	\$ -	
				8XL	25	25	\$ -	
				9XL	1	1	\$ -	
10XL	25	25	\$ -					
13d	BE	Shirt, V-Neck (Stencil) (Adult) Brand: Bob Barker #TOWS-(size) or approved equal Color: Orange and White Stripes Refer to Section Two, Paragraph 3.6.3	Each	XS	1	1	\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				SM	1	1	\$ -	
				MED	100	100	\$ -	
				LG	100	100	\$ -	
				XL	50	50	\$ -	
				2XL	50	50	\$ -	
				3XL	50	50	\$ -	
				4XL	12	12	\$ -	
				5XL	1	1	\$ -	
				6XL	12	12	\$ -	
				7XL	1	1	\$ -	
				8XL	12	12	\$ -	
				9XL	1	1	\$ -	
10XL	12	12	\$ -					

ATTACHMENT L  
PRICE SCHEDULE

14	BE, BU	Shirt, T-Shirt, Gray, Outerwear (Adult) Brand: Bob Barker #5993, VSI #TSC5ASH(size) or approved equal Color: Ash Gray Refer to Section Two, Paragraph 3.6.4	Each	SM	50 6	56		\$	-	Brand Name: _____																																			
				MED	50 6						56		\$	-	Style #: _____																														
				LG	50 6											31		\$	-	Packaging: _____																									
				XL	25 6																7		\$	-	Differences: _____																				
				2XL	1 6																																								
XS	1 12	13		\$	-	Brand Name: _____																																							
SM	1 12						13		\$	-	Style #: _____																																		
MED	1 12											13		\$	-	Packaging: _____																													
LG	1 12																13		\$	-	Differences: _____																								
XL	1 12																																												
2XL	1 6	7		\$	-																																								
16	BE, BU, LA, LE					Shirt, T-Shirt, Economy (Men) Brand: Gildan/Hilltop #TS8000, Bob Barker #671/683, VSI #TSHIRTWH/TSWH or approved equal Color: Bleached White Refer to Section Two, Paragraph 3.6.6	Dozen	SM	1 150 36	187												\$	-	Brand Name: _____																					
								MED	300 150 36 72			558		\$	-	Style #: _____																													
								LG	400 1000 36 100								1536		\$	-	Packaging: _____																								
								XL	200 2000 59 130																2389		\$	-	Differences: _____																
		2XL	80 2000 30 100	2210				\$	-																																				
		3XL	30 2000 30 60																											2120		\$	-												
		4XL	30 500 20 240																															790		\$	-								
		5XL	24 100 10 10																																			144		\$	-				
		6XL	24 100 10 1																																							135		\$	-
		7XL	1 100 10 1																																										

ATTACHMENT L  
PRICE SCHEDULE

17	BU	Shirt, T-Shirt (Youth) Brand: VSI #TSC5Y-(size), Charm-Tex Y/tee (color) or approved equal Color: Black, Light Blue, and Ash Gray Refer to Section Two, Paragraph 3.6.7	Each	SM	3	3		\$ -	Brand Name: _____	
				MED	3	3		\$ -	Style #: _____	
				LG	3	3		\$ -	Packaging: _____	
				XL	3	3		\$ -	Differences: _____	
18	BE	Shirt, T-Shirt (Youth) Tag-Free T-Shirts Brand: Bob Barker, ZFTYASH or approved equal Color: Ash Gray Refer to Section Two, Paragraph 3.6.8	Each	SM	50	50		\$ -	Brand Name: _____	
				MED	50	50		\$ -	Style #: _____	
				LG	50	50		\$ -	Packaging: _____	
				XL	50	50		\$ -	Differences: _____	
19	LA	Shirt, Nightwear (Adult) Brand: Liberty #3287, Bob Barker #382-3X6X, or approved equal Color: Navy Refer to Section Two, Paragraph 3.6.9	Each	One size fits all	54	54		\$ -	Brand Name: _____	
									Style# _____	
									Packaging: _____	
									Differences: _____	
20	LE	Shirt, Nightwear (Adult) Brand: Barker #NWNGR, or approved equal Color: Ash Gray Refer to Section Two, Paragraph 3.6.10	Each	S-2XL	120	120		\$ -	Brand Name: _____	
									Style #: _____	
									Packaging: _____	
									Differences: _____	
21a	BE,BU	Sweatshirt (Stencil) (Adult) Brand: Jerzees #562 thru 569, Gildan/Hilltop #SS color-size, VSI #SS(color-size) or approved equal Color: Navy Refer to Section Two, Paragraph 3.7.1	Each	SM	1	2		\$ -	Brand Name: _____	
					1					
				MED	100	106		\$ -	Style #: _____	
					6					
				LG	100	106		\$ -	Packaging: _____	
					6					
	XL	100	106		\$ -	Differences: _____				
		6								
	2XL	75	76		\$ -					
		1								
	3XL	50	51		\$ -					
		1								

ATTACHMENT L  
PRICE SCHEDULE

21b	BE	Sweatshirt (Stencil) (Adult) Brand: Jerzees #562 thru 569, Gildan/Hilltop #SS color-size, VSI #SS(color-size) or approved equal Color: Navy Refer to Section Two, Paragraph 3.7.1	Each	XS	1	1		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				4XL	50	50		\$ -	
				5XL	50	50		\$ -	
				6XL	50	50		\$ -	
				7XL	1	1		\$ -	
				8XL	10	10		\$ -	
				9XL	1	1		\$ -	
10XL	10	10		\$ -					
22a	BE	Sweatshirt (Stencil) (Adult) Brand: Jerzees #562 thru 569, Gildan/Hilltop #SS color-size, VSI #SS(color-size) or approved equal Color: Red Refer to Section Two, Paragraph 3.7.1	Each	SM	1	1		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				MED	24	24		\$ -	
				LG	24	24		\$ -	
				XL	24	24		\$ -	
				2XL	24	24		\$ -	
				3XL	12	12		\$ -	
22b	BE	Sweatshirt (Stencil) (Adult) Brand: Jerzees #562 thru 569, Gildan/Hilltop #SS color-size, VSI #SS(color-size) or approved equal Color: Red Refer to Section Two, Paragraph 3.7.1	Each	XS	1	1		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				4XL	12	12		\$ -	
				6XL	12	12		\$ -	
				7XL	1	1		\$ -	
				8XL	5	5		\$ -	
				9XL	1	1		\$ -	
10XL	5	5		\$ -					
23a	BE	Sweatshirt (Stencil) (Adult) Brand: Jerzees #562 thru 569, Gildan/Hilltop #SS color-size, VSI #SS(color-size) or approved equal Color: Yellow Refer to Section Two, Paragraph 3.7.1	Each	SM	1	1		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				MED	100	100		\$ -	
				LG	100	100		\$ -	
				XL	50	50		\$ -	
				2XL	50	50		\$ -	
				3XL	50	50		\$ -	
23b	BE	Sweatshirt (Stencil) (Adult) Brand: Jerzees #562 thru 569, Gildan/Hilltop #SS color-size, VSI #SS(color-size) or approved equal Color: Yellow Refer to Section Two, Paragraph 3.7.1	Each	XS	1	1		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				4XL	25	25		\$ -	
				5XL	1	1		\$ -	
				6XL	25	25		\$ -	
				7XL	1	1		\$ -	
				8XL	10	10		\$ -	
				9XL	1	1		\$ -	
10XL	10	10		\$ -					

ATTACHMENT L  
PRICE SCHEDULE

24	BE,BU,LA, LE	Sweatshirt (Adult) Brand: The Liberty Store #4530 (4XL and 5XL), FOL #1630 (XS-3XL), Gildan/Hilltop #SS(color-size), Pro Corr #98, JAB #G180, Charm-Tex sweats(color) or approved equal Color: Navy, Forest Green, Ash Gray, Black, Heather Black, Maroon, Royal, Deep Purple Refer to Section Two, Paragraph 3.7.2	Each	XS	50	58		\$	-	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
					6					
					1					
				SM	50	107		\$	-	
					6					
					50					
					1					
				MED	50	260		\$	-	
					12					
					150					
LG	50	374		\$	-					
	24									
	180									
XL	50	414		\$	-					
	74									
	170									
2XL	1	237		\$	-					
	6									
	110									
3XL	1	282		\$	-					
	1									
	160									
4XL	1	132		\$	-					
	1									
	10									
5XL	1	13		\$	-					
	1									
	10									
25a	BU	Sweatshirt (Adult) Brand: Jerzees #562 thru 569, Gildan/Hilltop #SS color-size, Charm-Tex sweats(color) or approved equal Color: Yellow Refer to to Section Two, Paragraph 3.7.3	Each	SM	2	2		\$	-	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				MED	2	2		\$	-	
				LG	2	2		\$	-	
				XL	2	2		\$	-	
				2XL	1	1		\$	-	
				3XL	1	1		\$	-	
				4XL	1	1		\$	-	
25b	BU	Sweatshirt (Adult) Brand: Jerzees #562 thru 569, Gildan/Hilltop #SS color-size, Charm-Tex sweats(color) or approved equal Color: Dark (Forest) Green Refer to to Section Two, Paragraph 3.7.3	Each	SM	2	2		\$	-	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				MED	2	2		\$	-	
				LG	2	2		\$	-	
				XL	2	2		\$	-	
				2XL	1	1		\$	-	
				3XL	1	0		\$	-	
4XL	1	1		\$	-					

ATTACHMENT L  
PRICE SCHEDULE

26	BU	Sweatshirt (Youth) Brand: VSI #SSY, Charm-Tex Y/sweats (color) or approved equal Color: Ash Gray, Forest Green, and Navy Refer to Section Two, Paragraph 3.7.4	Each	SM	2	2	\$ -	Brand Name: _____
				MED	2	2	\$ -	Style #: _____
				LG	2	2	\$ -	Packaging: _____
				XL	2	2	\$ -	Differences: _____
27	BE	Sweatshirt (Youth) Crew-Neck Pullover Sweatshirts Brand: Bob Barker, ZSSYSG or approved equal Color: Sport Gray Refer to Section Two, Paragraph 3.7.5	Each	SM	50	50	\$ -	Brand Name: _____
				MED	50	50	\$ -	Style #: _____
				LG	50	50	\$ -	Packaging: _____
				XL	50	50	\$ -	Differences: _____
28	BE, BU	Sweatpants (Adult) Brand: Bob Barker #SP(color), VSI #SP(color) or approved equal Color: Ash Gray, Forest Green, Black, Black Heather, Navy, Maroon and Royal Refer to Section Two, Paragraph 3.8.1	Each	XS	50 6	56	\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				SM	50 12	62	\$ -	
				MED	50 24	74	\$ -	
				LG	50 24	74	\$ -	
				XL	20 24	44	\$ -	
				2XL	1 6	7	\$ -	
				3XL	1 6	7	\$ -	
				29	BE	Sweatpants (Youth) Brand: Bob Barker, ZSPYSG or approved equal Color: Sport Gray Refer to Section Two, Paragraph 3.8.2	Each	
MED	50	50	\$ -					Style #: _____
LG	50	50	\$ -					Packaging: _____
XL	50	50	\$ -					Differences: _____
30	BE, BU	Shoes, Heavy Duty Slip-On (Adult) Brand: Goaltex # HDSO-N or approved equal Color: Navy Refer to Section Two, Paragraph 3.9.1	Pair	3	1 300	301	\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
				4	1 700	701	\$ -	
				5	24 700	724	\$ -	
				6	200 700	900	\$ -	
				7	200 1200	1400	\$ -	
				8	400 900	1300	\$ -	
				9	500 300	800	\$ -	
				10	1000 300	1300	\$ -	
				11	500 300	800	\$ -	
				12	500 300	800	\$ -	
				13	200 900	1100	\$ -	
				14	50 500	550	\$ -	
				15	12 500	512	\$ -	

ATTACHMENT L  
PRICE SCHEDULE

31	BE, BU	Shoes, Boot, Work, High Top (Men) Brand: Bob Barker #B515D, VSI #SHDBSN or approved equal Color: Black Refer to Section Two, Paragraph 3.9.2	Pair	6	24 20	44		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				7	24 45	69		\$ -	
				8	24 45	69		\$ -	
				9	50 45	95		\$ -	
				10	50 45	95		\$ -	
				11	50 45	95		\$ -	
				12	50 45	95		\$ -	
				13	24 45	69		\$ -	
				14	1 20	21		\$ -	
				15	5 20	25		\$ -	
				32a	BE, LA	Shoes, Step-In (Adult) Brand: Bob Barker #FEVST35-BK-(size), Footwear model #HF, JAB #EVA-STEPIN-B or approved equal Color: Black Refer to Section Two, Paragraph 3.9.3	Pair	SM	
MED	20 55	75						\$ -	
LG	20 125	145						\$ -	
XL	20 200	220						\$ -	
2XL	1 250	251						\$ -	
4XL	1 75	76						\$ -	
5XL	1 35	36						\$ -	
32b	LE	Shoes, Step-ins (Adult) Brand: Bob Barker #FEVST35-OR-(size) Color: Orange Refer to Section Two, Paragraph 3.9.3	Pair					MED	250
				LG	400	400		\$ -	
				XL	400	400		\$ -	
				2XL	75	75		\$ -	
33	BU	Shoes, Flip Flops (Adult) Brand: Bob Barker #1800, VSI #SHVSTRAP or approved equal Color: Black soles and straps, White insoles Refer to Section Two, Paragraph 3.9.4	Dozen	XL	54	54		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
34	BE	Shoes, Sandal (Adult) Brand: Bob Barker #SEVA-BK-(size), 606 or approved equal Color: Black Refer to Section Two, Paragraph 3.9.5	Pair	SM	50	50		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				MED	50	50		\$ -	
				LG	50	50		\$ -	
				XL	50	50		\$ -	

ATTACHMENT L  
PRICE SCHEDULE

35	BE	Shoes, Boot, Knee, Plain Toe (Adult) Brand: Bob Barker #KBP, or approved equal Color: Black Refer to Section Two, Paragraph 3.9.6	Pair	6	6	6		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
				7	12	12		\$ -	
				8	24	24		\$ -	
				9	24	24		\$ -	
				10	24	24		\$ -	
				11	24	24		\$ -	
				12	24	24		\$ -	
				13	12	12		\$ -	
				14	12	12		\$ -	
				15	6	6		\$ -	
36	LE	Shoes, Boot (Adult) Brand: Bob Barker #TGPD-(size), or approved equal Color: Black Refer to Section Two, Paragraph 3.9.7	Pair	7	60	60		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
				8	72	72		\$ -	
				9	108	108		\$ -	
				10	108	108		\$ -	
				11	108	108		\$ -	
				12	120	120		\$ -	
				13	24	24		\$ -	
				14	12	12		\$ -	
37	BE, BU	Shorts, Gym (Adult) Brand: Bob Barker #NAVY618, VSI #SH7NV, Charm-Tex SH/Classic or approved equal Color: Navy Refer to Section Two, Paragraph 3.10.1	Each	XS	25	26		\$ -	Brand Name: _____ Style # _____ Packaging: _____ Differences: _____
					1				
				SM	24	25		\$ -	
					175	295		\$ -	
				MED	120			\$ -	
					175	295		\$ -	
				LG	120			\$ -	
					175	415		\$ -	
				XL	240			\$ -	
					50	290		\$ -	
				2XL	240			\$ -	
					50	290		\$ -	
				3XL	240			\$ -	
					50	170		\$ -	
				4XL	120			\$ -	
					50	86		\$ -	
				5XL	36			\$ -	
					25	61		\$ -	
				6XL	36			\$ -	
					1	37		\$ -	
7XL	36			\$ -					
	25	26		\$ -					
8XL	1			\$ -					
	1	2		\$ -					
9XL	1			\$ -					
	25	26		\$ -					
10XL	1			\$ -					
38	BE	Shorts (Adult) Brand: Bob Barker #859-(size), VSI #SHTNV, or approved equal Color: Navy Refer to Section Two, Paragraph 3.10.2	Each	SM	50	50		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
				MED	50	50		\$ -	
				LG	50	50		\$ -	
				XL	20	20		\$ -	



ATTACHMENT L  
PRICE SCHEDULE

39	BE,BU,LE	Socks, Tube (Adult) Brand: Bob Barker #1700-W, Liberty #1090, VSI #SKTBWHECO or approved equal Color: White-Unbleached Refer to Section Two, Paragraph 3.11.1	Dozen	One size fits all	650	3250		\$ -	Brand Name: _____
					2000				Style #: _____
					600				Packaging: _____
								Differences: _____	
40	BE,LA	Socks, Crew (Adult) Brand: Bob Barker #WC, JAB #PC174 or approved equal Color: White Refer to Section Two, Paragraph 3.11.2	Dozen	One size fits all	50	250		\$ -	Brand Name: _____
					200				Style #: _____
								Packaging: _____	
								Differences: _____	
41	BE	Socks, Low Cut Sport (Ladies) Brand: Bob Barker #L4595, VSI #SKWGANK4 or approved equal Color: White Refer to Section Two, Paragraph 3.11.3	Dozen	One size fits all	50	50		\$ -	Brand Name: _____
									Style# _____
									Packaging: _____
									Differences: _____
42	BE	Socks, Quarter (Ladies) Brand: Eros #6001B, JAB #PC185 or approved equal Color: White Refer to Section Two, Paragraph 3.11.4	Dozen	9-11	10	10		\$ -	Brand Name: _____
									Style #: _____
									Packaging: _____
									Differences: _____
43	BE	Socks, Ankle Sport (Juvenile) Brand: Bob Barker #A4595, JAB PC48523 or approved equal Color: White Refer to Section Two, Paragraph 3.11.5	Dozen	One size fits all	50	50		\$ -	Brand Name: _____
									Style #: _____
									Packaging: _____
									Differences: _____
44	BE	Socks, Sport, No-Show (Ladies): Brand: Bob Barker NS4595 or approved equal Color: White Refer to Section Two, Paragraph 3.11.6	Case (12 pair/case)	One Size Fits all	10	10		\$ -	Brand Name: _____
									Style# _____
									Packaging: _____
									Differences _____

ATTACHMENT L  
PRICE SCHEDULE

45	BU	Socks, Low Cut Sport (Men) Brand: Bob Barker #M4595, or approved equal Color: White Refer to Section Two, Paragraph 3.11.7	Dozen	One size fits all	48	48		\$ -	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
46	BU	Underwear, Boxer (Men) Brand: Bob Barker #EBXLSQ, JAB #PC3500W or approved equal Color: White Refer to Section Two, Paragraph 3.12.1	Dozen	SM	24	24		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
				MED	48	48		\$ -	
				LG	48	48		\$ -	
				XL	60	60		\$ -	
				2XL	24	24		\$ -	
				3XL	6	6		\$ -	
47	BE, BU, LA, LE	Underwear, Brief (Ladies) Brand: Bob Barker #ELBLS, VSI #PNTYWH or approved equal Color: White Refer to Section Two, Paragraph 3.12.2	Dozen	5	160	1544		\$ -	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____
					1300				
					24				
				6	160	1552		\$ -	
					1300				
					32				
				7	160	1577		\$ -	
					1300				
					42				
				8	180	1546		\$ -	
					1300				
					6				
				9	125	1491		\$ -	
					1300				
					6				
				10	25	667		\$ -	
					600				
					6				
				11	25	667		\$ -	
					600				
					6				
				12	25	127		\$ -	
					60				
					6				
				13	25	632		\$ -	
					600				
					6				
				14	1	9		\$ -	
					1				
					6				

ATTACHMENT L  
PRICE SCHEDULE

48	BE, BU, LA, LE	Underwear, Jockey style (Men) Brand: Bob Barker #EBRLS, Liberty #540, VSI #BRWH-(size) or approved equal Color: White Refer to Section Two, Paragraph 3.12.3	Dozen	SM	100	222		\$	-	Brand Name: _____ Style #: _____ Packaging: _____ Differences: _____					
					120										
					1										
				MED	300	696		\$	-						
					120										
					36										
					240										
				LG	600	2090		\$	-						
					1300										
					90										
				XL	100	2138		\$	-						
					600										
					1300										
				2XL	78	1595		\$	-						
					160										
					150										
				3XL	100	1435		\$	-						
					1300										
					15										
				4XL	20	346		\$	-						
					40										
					300										
				5XL	5	196		\$	-						
					1										
					40										
				6XL	150	192		\$	-						
					5										
					1										
				7XL	1	153		\$	-						
					150										
					1										
				49	BU	Underwear (Ladies) Brand: Bob Barker #ELBLCTN-(SIZE), FOL #3DHICWH, Charm-Tex CL/Pant or approved equal Color: White Refer to Section Two, Paragraph 3.12.4	Case	5	66		66		\$	-	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____
								6	55		55		\$	-	
								7	66		66		\$	-	
								8	30		30		\$	-	
								9	6		6		\$	-	
10	3	3						\$	-						
50	LA	Coat, Work, Denim (Men) Brand: Bob Barker #652-BL-(size), or approved equal Color: Blue Refer to Section Two, Paragraph 3.13.1	Each					MED	1	1		\$	-	Brand Name: _____ Style# _____ Packaging: _____ Differences: _____	
								LG	1	1		\$	-		
								XL	1	1		\$	-		
								2XL	1	1		\$	-		
				3XL	1	1		\$	-						
				4XL	1	1		\$	-						
				6XL	1	1		\$	-						
				7XL	1	1		\$	-						
8XL	1	1		\$	-										
Total FOB Destination 1 through 50							\$	-							