



Suffolk County Sheriff's Department

PURCHASE OF MATTRESSES **REQUEST FOR RESPONSES**

SPECIFICATIONS TO THE
REQUEST FOR RESPONSES
RFR No. 013013MATTRESSES
Version 1.0`

Deadline: March 15, 2013,
Friday at 12:00PM.

SEE PROPOSAL INSTRUCTIONS
ON PAGE 10

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1.0 General Information and Definitions

- 1.1 Purpose of the Procurement: This RFR seeks the best value for the purchase of mattresses at the Suffolk County Sheriff's Department. Proposers shall carefully examine the entire RFR and any addenda thereto, and all related materials and data referenced in the RFR or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the services. Proposers are advised to read all sections of this RFR (The most recent version posted on Comm-Pass.com prior to the Deadline) prior to submitting a proposal.
- 1.2 Term: The duration of this Contract shall be for three consecutive years, followed by three renewal options, each of which consists of 12 consecutive months, of which the renewal options shall only be exercised at the option of the Awarding Authority. The term shall commence on March 20, 2013. The Anniversary Date for this Contract which governs when the Contract enters subsequent years, each of which may contain a different Unit Price, shall be the twentieth day of March.
- 1.3 Definitions: For the purpose of this Addendum and the attached Schedules, the following terms shall have the meanings set forth below:
- 1.3.1 "Contract" shall mean the complete agreement between the Suffolk County Sheriff's Department and the Contractor which consists of the Commonwealth of Massachusetts Standard Form Contract, the Commonwealth of Massachusetts Standard Terms and Conditions, this Request for Responses and any addendum hereto, the Response to the Request for Responses from the successful Proposer, and any agreed upon modifications to the price and/or Plan of Service that are reduced to writing and signed by both parties.
- 1.3.2 "Contractor" shall mean the successful Proposer to whom the Contract has been awarded.
- 1.3.3 "Bidder" or "Proposer" shall mean any person or entity that files a bid in accordance with this Request for Proposals.
- 1.3.4 "Awarding Authority" shall mean the Suffolk County Sheriff's Department.
- 1.3.5 "Technical Evaluation Committee" shall mean the employees of the Awarding Authority that have been selected to evaluate the Responses to this RFR.
- 1.3.6 Omitted.

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- 1.3.7 "Payment Proposal" shall mean the Pricing Response Form that has been prepared by the Bidder and included with its bid.
 - 1.3.8 "Services" shall mean the labor, effort and ability of the Proposer in performing the Plan of Service in order to satisfy the object of the Request for Responses in accordance with paragraph 2.0.
 - 1.3.9 The "House of Correction" or "HOC" shall mean the Suffolk County House of Correction located at 20 Bradston Street, Boston, Massachusetts.
 - 1.3.10 The "Jail", "Nashua Street Jail", or "NSJ" shall mean the Suffolk County Jail located at 200 Nashua Street, Boston, Massachusetts.
 - 1.3.11 The term "Service Locations" shall mean the HOC and the NSJ, collectively.
 - 1.3.12 The term "Service Location" shall mean the HOC, or the NSJ.
 - 1.3.13 The term "Uniform Commercial Code" or "UCC" shall mean the Massachusetts Uniform Commercial Code codified at G.L. c. 106.
 - 1.3.14 The term "Mattresses" shall mean the goods sought to be procured with this RFR, described in detail in Attachment "A".
 - 1.3.15 The term "Installment" shall mean a delivery of mattresses pursuant to this Contract.
 - 1.3.16 The term "Order Installment" shall mean an order placed by the Awarding Authority for an Installment pursuant to this Contract.

2.0 Scope of Service

- 2.1 Goal of the RFR: This RFR seeks the best value for the purchase of Mattresses.
- 2.2 Mattresses Specifications: The Mattresses provided by the Contractor must comply with the specifications to this RFR.
 - 2.2.1 Attachment "A": The Mattresses must conform to the specifications as detailed on Attachment "A". The Mattresses must comply with the detailed specifications listed in Attachment "A" in order to be deemed conforming goods under the U.C.C.

- 2.2.2 Compensation: The Contractor shall only be entitled to compensation for conforming goods that have not been rejected by the Awarding Authority. The rate of compensation for each Mattress are the Rates provided by the Contractor
- 2.2.3 Estimated Quantities: The Estimated Quantities for the HOC, the NSJ and the Estimated Quantities Totals, that are listed on Attachment "B" are estimates of the number of Mattresses sought by the Awarding Authority. These estimates are provided for informational purposes only, and the actual orders by the Awarding Authority may vary greatly for these estimates. The estimates provided on Attachment "B" do not bind or limit the scope of this Contract.
- 2.2.4 FOB: If an Order Installment was placed from the HOC, then the Installment shall be deemed FOB the backgate of the HOC. If an Order Installment was placed from the NSJ, then the Order Installment shall be deemed FOB the backgate of the NSJ. It is the obligation of the Contractor to determine and verify which of the two Service Locations placed the Installment Order.
- 2.2.5 Order Installments: The Awarding Authority may place Order Installments of Mattresses at any time during the term of this Contract. An Order Installment may be made verbally or in writing, and shall be made from either the HOC or the NSJ, however an Order Installment may not be comingled between both Service Locations. Each Order Installment shall be for a minimum of 120 Mattresses.
- 2.2.6 Order Fullfilment: The Contractor must deliver conforming goods that satisfies each Order Installment at the requesting Service Location within 30 days of the placing of that Order Installment in accordance with paragraph 2.2.3. Order Fullfillment must be made by box-truck, and not tractor-trailor, since only box-trucks will fit through the security gates at the HOC and NSJ.
- 2.2.7 Right of Rejection: The Awarding Authority shall have all of the rights of rejection under the UCC for non-conforming goods, or goods delivered in violation of this Contract.

3.0 Plan of Service

- 3.1 Generally: The Proposer shall provide pricing and a sample in response to this RFR.

- 3.2.1 Pricing: The Proposer shall provide a price per Mattress for years 1 through 3, and for the years 4 through 6, if the event those options years are exercised.
- 3.2.2 Form: The Proposer shall submit its price using the Attachment "C" included with this RFR. The Proposer may photocopy the Attachment "C", but it **may not**, edit, alter or attempt to recreate the Form in any way.
- 3.2.3 Attachment "C" Response Form Exclusivity: The Proposers pricing, in accordance with this RFR, shall be limited **solely** to the Attachment "C" included with the RFR. The Proposer's pricing proposal **shall not** include any additional documents, modifications, limitations, explanations, terms, conditions or other information. The Proposer's Pricing Proposal shall be a sealed envelope with only the Pricing Response Form contained therein. Any deviation from the terms expressed in this paragraph may result in a bid being deemed not-responsive and removed from consideration.
- 3.2.4 Sample: Included with the Proposer's bid, the Proposer **shall** provide a sample of the Mattress for consideration of the bid. The Mattress sample **must** comply with the specifications of Attachment "A". All mattress shipped within an Order Installments must be identical to the Sample provided during the bid process.

4.0 Qualifications

- 4.1 Required Criteria: The Proposer shall meet or exceed the following the criteria in order to respond to this RFR.
- 4.1.1 The Contractor/Proposer shall be regularly engaged in the performance of the Services. The Contractor shall have been in business a minimum of five years providing these Services to facilities of comparable size and complexity to the Awarding Authority's.
- 4.1.2 The Contractor/Proposer shall have in his/her/its direct employment the necessary manpower, tools and proper facilities to satisfactorily fulfill all of the Services required under the Contract. The Contractor/Proposer must employ for the Services only skilled, competent and licensed personnel to satisfactorily fulfill the Service requirements of the Contract. Contractor/Proposer shall be prepared

for an inspection of his/her/its facilities by the Awarding Authority or its designee, which may be made prior to the award of the Contract in order to ascertain the adequacy of the facilities.

- 4.1.3 The Awarding Authority shall have the right to reject any bid by any Contractor/Proposer that in its sole discretion is not a Responsible and Eligible bidder.
- 4.1.4 Deliveries: The Contractor's delivery vehicles that deliver the goods that are sought through this RFR must be able to fit in their entirety inside the vehicle sally ports at both the HOC and the NSJ.
- 4.1.5 Confidential Information: The Contractor and Bidders agree to not disclose any confidential information, including but not limited to information related to the security of the institution, or the personal information of inmates and detainees incarcerated at the Service Locations, to any third party. The Contractor agrees to inform the Awarding Authority within 24 hours if it has been served with a subpoena that seeks any information covered by this RFR.

5.0 Documents Incorporated into the Contract

- 5.1 Generally: The documents are incorporated into the Contract and are made part and parcel thereof are listed in the definition of Contract in accordance with paragraph 1.3.1.
- 5.2 Contract Precedence: In the event of a conflict between any of the terms of the Contract, the terms of Commonwealth of Massachusetts Standard Form Contract shall govern, and all other conflicts shall be resolved under the following order of precedence: (1) Commonwealth of Massachusetts Standard Form Contract, (2) Commonwealth of Massachusetts Standard Terms and Conditions, and (4) Attachments and/or modifications to this RFR which may be issued after the date that this RFR is released (3) This Request for Responses (4) Attachments to this RFR, (5) the Contractor's response to this RFR, including the Pricing Response using Attachment "C".

6.0 Contract Terms and Conditions

- 6.1 Complete Agreement: The Contract represents the complete agreement between the parties thereto with respect to the subject matter hereof and there have been no oral or other prior agreements of any kind whatsoever as a condition, precedent or inducement to the signing of any part of the Contract or otherwise concerning the Contract or the subject matter thereof.

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- 6.2 **Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Awarding Authority.
- 6.3 **No Agency:** Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.
- 6.4 **Contractor as Independent Contractor:** The parties acknowledge that the Contractor will perform its obligations hereunder as an independent contractor. The manner and method of performing such obligations will be under the Contractor's sole control and discretion, and the Suffolk County Sheriff's Department's sole interest is only in the result of such Services. It is also expressly understood that Contractor's employees and agents, if any, are not Suffolk County Sheriff's Department employees or agents, and have no authority to bind the Commonwealth of Massachusetts or the Suffolk County Sheriff's Department by contract or otherwise.
- 6.5 **Notices:** All Notices and other communications hereunder shall be in writing and shall be deemed to have been given three days after having been delivered or mailed by first-class, registered or certified mail, charges prepaid as follows:
- 6.5.1 If to the Awarding Authority or the Commonwealth of Massachusetts/County of Suffolk, then addressed to David Moy, Contract Administrator, Suffolk County Sheriff's Department, 20 Bradston Street, Boston, MA 02118.
- 6.5.2 If to the Contractor, then addressed to the name and address provided by the Bidder/Contractor on the Bid Response Form
- 6.6 **Applicable Law:** The Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 6.7 **Headings Not Controlling:** The headings in this Addendum are for reference purposes only and shall not be construed as a part of the Contract.
- 6.8 **Severability:** If any provision of this Contract is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of the Contract shall be enforceable in accordance with its terms.
- 6.9 **Indemnification:** The Contractor shall defend and indemnify the Awarding Authority and the Commonwealth of Massachusetts from any claim or suit brought or asserted by any of the Contractor's employees or

subcontractors, or their employees. Additionally, the Contractor shall defend, indemnify and hold-harmless the Awarding Authority and the Commonwealth of Massachusetts from any claims or suit brought by any third-party, that arises from the Services provided in this Contract by any of the Contractor's employees, or any claims that are based upon or ancillary to the employment by any of the Contractor's employees.

6.10 Termination for Convenience: The Contract may be terminated at any time for the convenience of the Commonwealth of Massachusetts or the Suffolk County Sheriff's Department, unilaterally, for any reason and without justification, at the option of the Commonwealth of Massachusetts or the Suffolk County Sheriff's Department, by delivering or mailing to the Contractor, in accordance with paragraph 6.5.2, a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in the Contract. The Contractor shall not be permitted to terminate the Contract unilaterally.

6.11 Modifications: Prior to the award of the Contract, the parties may modify the price and/or the Proposer's Plan of Service in a writing that is signed by both parties. All other parts of the Request for Responses including the specifications, the scope of service, and the contract terms and conditions are non-negotiable. The Awarding Authority may accept a Proposer's Response to the RFR without any modification, thus creating a contract.

7.0 Proposal Submission Requirements

7.1 Omitted.

7.2 Sealed Proposals: The Proposer shall include its pricing proposals using Attachment "C" in a sealed envelope.

7.2.2 Envelope Requirement: The envelope containing the Pricing Proposal shall be labeled "Pricing Proposal (RFR No. 013013MATTRESSES)".

7.2.3 Sample: The Proposer **shall** include the Full-Size Sample in accordance with paragraph 3.2.4 with its bid submission, but in a separate shipping package. The shipping package must designate the name of the Bidder, and the sample must be received by the Deadline for Submission, in accordance with paragraph 7.4. Samples shall be considered the property of the Awarding Authority upon its receipt

thereof, and they shall not be subject to return, credit or compensation.

7.3 Delivery Requirements: The Proposer shall have the proposal delivered to "Suffolk County Sheriff's Department, Attention David Moy, Contract Administrator, 20 Bradston Street, Boston, MA 02118".

7.4 Deadline for Submission: The deadline for the Awarding Authority's receipt of the Responses to this Request for Proposals shall be March 15, 2013 at 12:00PM. If the Awarding Authority receives a proposal after the deadline, then said proposal shall be deemed non-responsive and will be returned to the Proposer without consideration, even if the proposal was received late due to the United States Postal Service or an independent delivery service.

7.4.1 If, at the time of the scheduled RFR deadline in accordance with paragraph 7.4, the Awarding Authority is closed to the public due to uncontrolled events including fire, snow or ice, or other security matters, the RFR deadline will be postponed until 12:00 p.m. on the next normal business day.

8.0 Information for Proposers

8.1 Omitted.

8.2 All questions as to the interpretation of the Request for Proposals shall be submitted in writing to David Moy, Contract Administrator, Suffolk County Sheriff's Department, 20 Bradston Street, Boston, Massachusetts (dmoy@scsdma.org). No question will be answered unless received by Mr. Moy on or before 12:00pm on February 28, 2013.

9.0 Proposal Instructions and Award

9.1 Deadline: See the Deadline for Submission at paragraph 7.4.

9.2 Proposal Submissions: The Proposer must provide a Sealed Main Bid Package. The Sealed Main Bid Package must be addressed to David Moy and delivered in accordance with paragraph 7.3. The Sealed Main Bid Package must contain the sealed Pricing Response. The Sample Mattress must be in a separate shipping package and be received no later than the deadline date.

9.3 Award: After the deadline for submissions in accordance with paragraph 7.4, the Awarding Authority shall evaluate the Proposals in order to determine the most advantageous proposal. The Awarding Authority will

award the Contract to the Proposer with the most advantageous Proposal in the sole discretion and opinion of the Awarding Authority.

10.0 Invoicing and Payment

- 10.1 **Installment Invoice:** The Contractor shall submit an invoice to the Awarding Authority that seek payment for each Order Installment, within 30 days of the delivery of that Installment. The pricing for that Installment shall be the calculated by the number of Mattresses, multiplied by the relevant cost per Mattress listed on the Proposer's Pricing Response using Attachment "C".
- 10.2 **Setoff:** The Awarding Authority shall have the right to setoff any sums to which it is entitled against the sums payable to the Contractor on account of this Contract.
- 10.3 **Prompt Payment Discount:** The Contractor must provide a Prompt Payment Discount for receiving early payments, unless the Contractor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. The Contractor must complete a Prompt Payment Discount Form and submit the completed Form with their response to this RFR.

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