

County of San Diego
REQUEST FOR QUOTATION
 THIS IS NOT AN ORDER

Date Issued: January 10, 2022

QUOTATION DUE DATE: <u>January 25, 2022</u> RFQ No. <u>11403</u>	FOR INFORMATION, PLEASE CONTACT Fernando Aparicio Phone: (858) 505-6426 Fax: (858) 715-6453 fernando.aparicio@sdccounty.ca.gov
SUBMIT COMPLETED FORM WITH YOUR BUYNET RESPONSE, or FAX, EMAIL OR MAIL TO: County of San Diego Department of Purchasing and Contracting 5560 Overland Avenue, Suite 270 San Diego, CA 92123-1204	AWARD: Will be based on: <input type="checkbox"/> EACH ITEM <input type="checkbox"/> EACH LOT <input checked="" type="checkbox"/> TOTAL PRICE <input type="checkbox"/> OTHER (BEST VALUE TO THE COUNTY)
Quotations must be received in BuyNet or at the above address on or before 5:00 P.M. PST on the due date. If mailed, the above RFQ No. must be included on the front of the envelope.	

DESCRIPTION

THE COUNTY OF SAN DIEGO (COUNTY) SHERIFF'S DEPARTMENT HAS A REQUIREMENT FOR AS NEEDED INSTITUTIONAL MATTRESS PADS IN ACCORDANCE WITH THE TERMS & CONDITIONS CONTAINED WITHIN. SEE STATEMENT OF WORK/SPECIFICATIONS AND PRICING SCHEDULE FOR DESCRIPTION.

THE COUNTY INTENDS TO AWARD ONE (1) CONTRACT FROM THIS SOLICITATION. ALL ITEMS MUST BE PRICED FOR QUOTATION TO BE CONSIDERED RESPONSIVE. QUESTIONS AND REQUESTS FOR CLARIFICATION RELATED TO DEFINITION OR INTERPRETATION OF THIS RFQ SHALL BE REQUESTED IN WRITING PRIOR TO 5:00 P.M. PST ON JANUARY 14, 2022. THOSE RECEIVED AFTER THIS DATE MAY NOT BE ANSWERED. SUBMIT PRICING SCHEDULE WITH YOUR DOCUMENTS.

THE COUNTY WILL BE TEMPORARILY CHANGING PROCUREMENT PROCESSES DUE TO THE SOCIAL DISTANCING AND OTHER REQUIREMENTS PUT IN PLACE IN RESPONSE TO THE COVID-19 VIRUS. FOR THIS SOLICITATION:

- SUBMIT BY ANY METHOD AUTHORIZED IN THE SOLICITATION **OTHER THAN PERSONAL DELIVERY.**
- WHEN SUBMITTING ELECTRONIC FILES PLEASE SUBMIT IN PDF FORM.
- THE COUNTY'S DECISION ABOUT THE TIMELINESS OR RESPONSIVENESS OF ANY SUBMITTED DOCUMENT SHALL BE FINAL, AND THE COUNTY RESERVES THE RIGHT TO WAIVE OR NOT WAIVE ANY DEFECT OR NONCONFORMANCE. ADDITIONAL COVID-19 PROCUREMENT INFORMATION IS AVAILABLE AT:
https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html

Offeror acknowledges Addendum No. 1 2 3 4 5

BELOW TO BE COMPLETED BY OFFEROR

PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE INDICATED: % days

NAME AND ADDRESS OF OFFEROR (Type or Print) _____ Offeror/Company Name _____ Address _____ City, State, Zip () _____ Telephone Number _____ Website Address () _____ Fax Number	NAME, TITLE & CONTACT INFORMATION OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) _____ Name of Authorized Representative _____ Title of Authorized Representative _____ Email Address () _____ Telephone Number of Authorized Representative _____ Signature of Authorized Representative _____ Date
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Evaluation and Award. Quotations are subject to acceptance at any time within 60 days after opening of same, unless otherwise stipulated by the County. This RFQ is an informal negotiated procurement process. Lowest price may not always be the sole criteria for award of an RFQ. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County. The County reserves the right to reject any or all quotations and to accept or reject any item(s) thereon, or waive any informality in the quotation. The County reserves the right to perform a pre-award survey of the offeror to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the offeror's prospective ability to perform the contract shall be conclusive. Any order resulting from this solicitation is subject to the County's Terms and Conditions of Purchase.

COUNTY OF SAN DIEGO
RFQ #11403
AS NEEDED INSTITUTIONAL MATTRESS PADS
REPRESENTATIONS AND CERTIFICATIONS

County of San Diego
Department of Purchasing and Contracting

REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

For-profit Non-profit Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? Yes No

3.2. Are you certified by the State of California as a:

Disabled Veteran Business Enterprise(DVBE)

Certification #: _____

Small Business Enterprise (SBE)

Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

Veteran Owned Small Business (VOSB)

Certification # _____

Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____%

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4 Are proposed for debarment by any state, local, or federal department or agency.

4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____ Signature: _____

Title: _____ Date: _____

Company/Organization: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

COUNTY OF SAN DIEGO
RFQ #11403
AS NEEDED INSTITUTIONAL MATTRESS PADS
NON-DISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement (“Agreement”) is made and entered into by and between the County of San Diego (“County”) and Offeror Company/Organization Name: _____ (“Offeror”) with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror’s submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled “*EXHIBIT – CONFIDENTIAL/PROPRIETARY*” containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County’s ongoing non-disclosure of Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror’s representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as “Claims”), related to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs, which arise out of or are in any way connected to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	_____
Authorized Representative Name:	_____
Authorized Representative Title:	_____
Signature: _____	Date: _____

COUNTY OF SAN DIEGO
RFQ 11403
AS NEEDED INSTITUTIONAL MATTRESS PADS
EXHIBIT A – STATEMENT OF WORK

1. GENERAL:

- 1.1. The San Diego County (County) Sheriff's Department (Sheriff's), Re-Entry Services Division has a requirement for a one (1)-year Blanket Purchase Agreement (BPA) with four (4) one (1)-year options for as needed institutional mattress pads (new) as specified below.
- 1.2. Award shall be made to one primary vendor with the lowest apparent price based on the Grand Total of the prices as indicated on EXHIBIT C – PAYMENT SCHEDULE.
- 1.3. Offerors requesting use of equivalent products must submit, "or equal", specifications to the County along with quoted pricing. Where a brand name has been specified, if Offeror believes an, "or equal" is, equivalent to the brand name shown, Offeror must provide documentation of the, "or equal", and specify brand name, model number, dimensions and/or capacities. Submitted equivalencies will be evaluated based on their comparison to the specified brand name and model/part number indicated regarding the following: function, performance, quality, and warranty.

2. SPECIFICATIONS:

Standard: ClearSafe 2000 as Manufactured by ChemTick Coated Fabrics "or equal".

- 2.1 Institutional mattress pads with vinyl cover and foam insert. Size: 2" H x 30" W x 76"L CR Safeguard insert foam covered with "Glass Clear" ClearSafe 2000 "or equal" laminated PVC vinyl.
- 2.2 Institutional mattress pads with vinyl cover and foam insert. Size: 2" H x 30" W x 76"L CR Safeguard insert foam covered with non-clear tan or gray PVC vinyl.

2.3 Mattress Pads Specifications:

- Flame Retardant Vinyl Cover. Fire resistant Foam Core. Specifications adhere to safety standards of California State Fire Marshall, the Bureau of Home Furnishings Technical Information Bulletin Numbers 106 and 121 and U.S. Department of Commerce Flammability Standards. Cover is antibacterial, fluid proof, tear resistant, antistatic and self-deodorizing.

2.4 Foam Core Material for Mattress Pads:

- The foam core shall be flame resistant polymerized synthetic pyrothene (neoprene) foam and shall meet all requirements of the State Fire Marshall and Bureau of Home Furnishing Test Standard for Penal Institutions Mattresses, Technical Bulletin 121 dated April 1980 and American Society for Testing and Material (ASTM) D3574-95 Test D, E, F. ASTM E662-97 Smoke Chamber.

2.5 The fire-resistant foam insert must exhibit the following physical and flammability characteristics:

- All mattress pad cushioning shall be fire-resistant. The flammability characteristics of the mattress pad cushioning shall not be affected by exposure to water. Cushioning utilized must comply with **all of** the following physical and flammability properties to be considered to the brand referenced. **Manufacturer's certification to all the following shall be submitted; in addition, test reports from an independent laboratory may be required for verification for compliance to all specified criteria.**

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AS NEEDED INSTITUTIONAL MATTRESS PADS
EXHIBIT A – STATEMENT OF WORK**

Physical Properties		
Property	Test Method	Value
Indentation	ASTM D3574-03 Measured at 3" thickness	Medium 40 +/- 5 lbs.
Compression Set	ASTM D3574-03 Test D. 50% constant deflection. Percent of original thickness	10% maximum
Elongation	ASTM D3574-03, Test E	150% minimum
Tensile	ASTM D3574-03, Test E	8 lbs./sq. inch minimum
Tear Strength	ASTM D3574-03, Test F	2.0 lbs/sq. inch minimum
Flex Fatigue		
Thickness Loss	ASTM D1055-97. Percent of original thickness	5% maximum
Indentation	Measure IFD per ASTM D3574 after one hour rest - compare to original	35% maximum
Resiliency	ASTM D3574-03, Test H	30% minimum
Fungal & Bacterial Growth	ASTM G-21 & G-22	No Growth

Flammability Characteristics		
Property	Test Method	Value
Radiant Panel	ASTM D3675-01	Maximum flame index - 5 No melting or dripping
NBS Smoke Chamber	ASTM E662-03 Flaming and non-flaming modes, 1" sample	D 90 seconds = 100 maximum; D 4 minutes = 175 maximum; D maximum = 200 maximum
Rate of Heat Release	ASTM E1354-04, (a) Radiant Flux 3.5 W/cm ² ; (b) Horizontal Mode (2" sample) Run with an Edge Frame	Peak Heat Release Rate - 75 kW/m ² maximum; 3 Minute Average Release Rate - 25 kW/m ² maximum
Mattress Insert Test Michigan Roll (Insert Only)	ASTM F1870-99 Page 10, Paragraph 10.1 & 10.2 Total weight loss (%)	7% maximum
Vertical Burn Test	California T.B. No. 117	Pass
Composite Mattress Test	California T.B. No. 121, California T.B. No. 129, California T.B. No. 603	Pass All**

**When subjected to composite testing when a properly treaded F.R. fabric is utilized.

COUNTY OF SAN DIEGO
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AS NEEDED INSTITUTIONAL MATTRESS PADS
EXHIBIT A – STATEMENT OF WORK

2.6 Vinyl Cover Specifications:

- Mattress Pad cover to be comprised of “Glass Clear” laminated PVC ClearSafe 2000 “or equal”, low smoke, smoke-safe, washable, fire resistant, non-allergenic and anti-bacterial. Material shall be resistant to tears and abrasions. All seams shall face the inside of the mattress pad except for end closing seam. Covering shall be at least 11 oz/sq yd (+/- 0.5 oz) and shall be compatible with cushioning insert. Vinyl that is yellowed or discolored will not be accepted. Reinforcement fabric to be manufactured from 1000D polyester scrim in a symmetrical 6 x 6 construction. Fabric that is asymmetrical, or exhibits gaps of inconsistent and varying lengths will not be accepted. Cover fabric shall also exhibit the following functional characteristics:

Adhesion	25lbs/2”
Tear Strength	Warp - 70, Fill – 60
Breaking Strength	Warp – 129, Fill – 109
Weight	11oz/sq yd (+/- 0.5 oz)
Foam Compatibility	Less than 5% weight loss
Flame Retardancy	NFPA 701 – Pass 16 CR Part 1632 – Pass
Bacteria Resistance	AATCC 147

3. ESTIMATED USAGE:

- 3.1. The annual usage is an estimate only and the Sheriff’s is not required and is not obligated to order the estimated annual usage. The estimated quantities are listed solely for evaluation of quotes.
- 3.2. Expected number of shipments would be several occurrences via submitted individual releases. The Sheriff’s shall only pay for the amount that it orders via each release.
- 3.3. If the actual orders do not result in orders in the quantities described as “estimated,” this fact shall not constitute the basis for price adjustment.

4. ORDER & DELIVERY SPECIFICATIONS:

- 4.1. The Sheriff’s shall confirm all orders in writing to the vendor.
- 4.2. Vendor shall give the Sheriff’s contact person at least 36-hour notice prior to delivery to ensure that operations do not preclude delivery upon arrival at East Mesa Central Warehouse. The contact person at East Mesa Central Warehouse is Roberto Quinones at (619) 661-2873.
- 4.3. All orders shall be delivered no later than thirty (30) working days after vendor receives Sheriff’s order confirmation in writing.
- 4.4. Delivery shall be included at no additional cost for all orders.
- 4.5. Pickup of used mattress pads shall be included at no additional cost.
- 4.6. All orders shall be shipped FOB destination to:

East Mesa Central Warehouse

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AS NEEDED INSTITUTIONAL MATTRESS PADS
EXHIBIT A – STATEMENT OF WORK

446 Alta Road, Bay 23
San Diego, CA 92158
Roberto Quiñones (619) 661-2873

- 4.7. All pickups of used mattress pads will be made at the above address.
- 4.8. Pickup of mattress pads will happen every two weeks. Delivery of the re-covered mattress pads will follow the same 30 work day schedule as with new mattress pads. A receipt must be provided no later than one work day stating the amount of mattress pads picked up and the date of the pickup.
- 4.9. Delivery hours are 7:00 a.m. - 2:30 p.m. Monday through Friday PST. The facility is unable to accept deliveries on County Holidays, which include:
- Independence Day shall be observed on July 4
 - Labor Day, First Monday in September
 - Veterans Day, November 11
 - Thanksgiving Day, Fourth Thursday in November
 - Day after Thanksgiving, Fourth Friday in November
 - Christmas Day, December 25
 - New Year's Day, January 1
 - Martin Luther King, Jr. Day, Third Monday in January
 - President's Day, Third Monday in February
 - Cesar Chavez Day, March 31
 - Memorial Day, Last Monday in May
 - County offices are closed on County holidays. If a County holiday falls on a Saturday, the preceding Friday shall be closed. If a County holiday falls on a Sunday, the following Monday shall be closed.
- 4.10. Estimate quantity for each delivery is no more than eight (8) pallets per order due to the size of the warehouse.
- 4.11. The truck shall be loaded in a manner that allows easy forklift and pallet jack conveyance to unload the truck.
- 4.12. **PACKAGING:** The mattress pads shall be packed and delivered in cases of five (5) mattress pads per bundle.
- 4.13. **PALLETIZED DELIVERY:** All shipments shall be strapped down and it must be labeled with the following information:
- Name and address of vendor
 - San Diego County PO #
 - Corresponding Release #
 - Item Description
 - Addressee name and address
- 4.14. The product shall meet all specifications for all shipments. The vendor shall guarantee the same specifications for all products shipped or shall send a sample and get prior Sheriff's approval for any variation of the product before shipment.
- 4.15. Vendor shall also guarantee that the product shall be new, unused, and free of manufacturer defects. In the case of re-covered mattress pads, vendor shall guarantee that the cover is new

COUNTY OF SAN DIEGO
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AS NEEDED INSTITUTIONAL MATTRESS PADS
EXHIBIT A – STATEMENT OF WORK

and free of manufacturer defects. Vendor shall provide terms for customer recourse at no additional costs to the Sheriff's if the product does not meet specification and if defects are discovered upon receipt.

- 4.16. The Sheriff's shall be given credit for damaged and returned items within five (5) business days.
- 4.17. There shall be no restocking fee or other charges for returns of damaged or incorrect items.
- 4.18. Any adjustment or variation to the product, packaging, shipping, or delivery requirements without prior written approval by the Sheriff's shall be rejected at vendor's cost.

5. INVOICING/PAYMENT/DEPARTMENT CONTACT:

Invoices shall be sent to Roberto Quiñones, San Diego County Sheriff Dept, East Mesa Central Warehouse, 446 Alta Road, Bay 23, San Diego, CA 92158, direct line (619) 661-2873, email Roberto.Quinones@sdsheriff.org.

6. SAMPLES:

- 6.1. Sample of the whole mattress pad is required before award and for any variation to the specifications during any term of the contract. Sample shall be furnished free of expense to the Sheriff's or the County. If not destroyed by test, sample shall be returned at the vendor's expense, upon vendor request.
- 6.2. Vendor shall advise the County buyer at time of sending sample that it must be returned. Provide the County buyer with the address of where to return samples to and provide Federal Express account number.
- 6.3. The Sheriff's shall have the right to review sample and to determine if such sample is acceptable to the Sheriff's. The Sheriff's decision to award is contingent upon its acceptance of the products provided in the sample.
- 6.4. Sample shall be reviewed to ensure it meets all the specifications in Section 2 – SPECIFICATIONS.

COUNTY OF SAN DIEGO
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AS NEEDED INSTITUTIONAL MATTRESS PADS
EXHIBIT B – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this contract, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its

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EXHIBIT B – INSURANCE REQUIREMENTS

officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

COUNTY OF SAN DIEGO
RFQ 11403
AS NEEDED INSTITUTIONAL MATTRESS PADS
EXHIBIT B – INSURANCE REQUIREMENTS

Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

12. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

COUNTY OF SAN DIEGO
RFQ #11403
AS NEEDED INSTITUTIONAL MATTRESS PADS
EXHIBIT C - PRICING SCHEDULE

INITIAL TERM					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Institutional mattress pad with vinyl cover and foam insert. Size: 2" H x 30" W x 76" L CR Safeguard insert foam covered with "Glass Clear" ClearSafe 2000 "or equal" laminated PVC vinyl.	1,000	EACH	\$	\$
2	Institutional mattress pad with vinyl cover and foam insert. Size: 2" H x 30" W x 76" L CR Safeguard insert foam covered with non-clear (gray or tan) laminated PVC vinyl.	1,000	EACH	\$	\$
TOTAL PRICE:					\$

1ST OPTION PERIOD					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Institutional mattress pad with vinyl cover and foam insert. Size: 2" H x 30" W x 76" L CR Safeguard insert foam covered with "Glass Clear" ClearSafe 2000 "or equal" laminated PVC vinyl.	1,000	EACH	\$	\$
2	Institutional mattress pad with vinyl cover and foam insert. Size: 2" H x 30" W x 76" L CR Safeguard insert foam covered with non-clear (gray or tan) laminated PVC vinyl.	1,000	EACH	\$	\$
TOTAL PRICE:					\$

COUNTY OF SAN DIEGO
RFQ #11403
AS NEEDED INSTITUTIONAL MATTRESS PADS
EXHIBIT C - PRICING SCHEDULE

2nd OPTION PERIOD					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Institutional mattress pad with vinyl cover and foam insert. Size: 2" H x 30" W x 76" L CR Safeguard insert foam covered with "Glass Clear" ClearSafe 2000 "or equal" laminated PVC vinyl.	1,000	EACH	\$	\$
2	Institutional mattress pad with vinyl cover and foam insert. Size: 2" H x 30" W x 76" L CR Safeguard insert foam covered with non-clear (gray or tan) laminated PVC vinyl.	1,000	EACH	\$	\$
TOTAL PRICE:					\$

3rd OPTION PERIOD					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Institutional mattress pad with vinyl cover and foam insert. Size: 2" H x 30" W x 76" L CR Safeguard insert foam covered with "Glass Clear" ClearSafe 2000 "or equal" laminated PVC vinyl.	1,000	EACH	\$	\$
2	Institutional mattress pad with vinyl cover and foam insert. Size: 2" H x 30" W x 76" L CR Safeguard insert foam covered with non-clear (gray or tan) laminated PVC vinyl.	1,000	EACH	\$	\$
TOTAL PRICE:					\$

**COUNTY OF SAN DIEGO
RFQ #11403
AS NEEDED INSTITUTIONAL MATTRESS PADS
EXHIBIT C - PRICING SCHEDULE**

4 th OPTION PERIOD					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Institutional mattress pad with vinyl cover and foam insert. Size: 2" H x 30" W x 76" L CR Safeguard insert foam covered with "Glass Clear" ClearSafe 2000 "or equal" laminated PVC vinyl.	1,000	EACH	\$	\$
2	Institutional mattress pad with vinyl cover and foam insert. Size: 2" H x 30" W x 76" L CR Safeguard insert foam covered with non-clear (gray or tan) laminated PVC vinyl.	1,000	EACH	\$	\$
TOTAL PRICE:					\$

	GRAND TOTAL
GRAND TOTAL PRICING: (SUM OF ALL 5 YEARS EXTENDED PRICE)	\$

ALL PRICING MUST INCLUDE DELIVERY/SHIPPING/FREIGHT.

ALL PRICING MUST REMAIN FIRM/FIXED.

DO NOT INCLUDE SALES TAX WITH PRICING.

MATTRESS BRAND/
MANUFACTURER: _____

COMPANY: _____

REPRESENTATIVE NAME: _____

REPRESENTATIVE EMAIL: _____

REPRESENTATIVE PHONE: _____

COUNTY OF SAN DIEGO
RFQ #11403
AS NEEDED INSTITUTIONAL MATTRESS PADS
TERMS AND CONDITIONS OF REQUEST FOR QUOTATION

DEPARTMENT REQUESTED LEAD TIME:

30 Day(s)

DELIVERY LOCATION:

San Diego County Sheriff's Department
East Mesa Central Warehouse
446 Alta Road, Bay 23
San Diego, California 92158

DELIVERY TIME:

Monday through Friday
Between 7:00 AM through 2:30 PM PST

DELIVERY DOCUMENTS MUST REFLECT THE FOLLOWING MINIMUM INFORMATION:

Name of Contact Person
Company Name
Ordering Organization and Location
Purchase Order Number
Quantity, Description, Unit Price and Extended Price

PRICING INSTRUCTIONS:

Enter unit prices for each line item, Base Term Period, 1st Option Period, 2nd Option Period, 3rd Option Period and 4th Option Period tabs for each line item on the appropriate tab.

Please enter your quotation pricing on BuyNet and provide attachments to contracting officer through BuyNet, or by email, fax, or mail. Include technical specifications, stating brand and part number with your fax or email.

Quotation must meet specifications provided.

Quote brand name or equal.

All items must be quoted for quotation to be considered responsive.

Quote F.O.B. Destination pricing only.

Do not include sales tax in unit price.

Delivery lead time After Receipt of Order (ARO): 30 Days

All questions must be submitted in writing to fernando.aparicio@sdcounty.ca.gov no later than 5:00 P.M. PST on January 14, 2022.

Shipping and handling costs to be included in unit price.

San Diego County Penal Statute requires that no packaging can be provided in glass or metal containers or any packaging that is determined to have sharp edges or which can be used as a weapon. Foil lids or wrappers are acceptable.

COUNTY OF SAN DIEGO
RFQ #11403
AS NEEDED INSTITUTIONAL MATTRESS PADS
TERMS AND CONDITIONS OF REQUEST FOR QUOTATION

RESPONSES: Your response is due on the specified close date and time, local San Diego time. The BuyNet system time is the official time for responses submitted through the BuyNet system. The time stamp at the front desk of Purchasing and Contracting is the official time for responses delivered or submitted in person.

If responding through BuyNet, enter pricing information on the site and provide all required forms, documents, and additional information with your response. Documents may be uploaded to the site or submitted by alternate means before the due date.

If this system is for any reason unavailable for the entry of electronic responses, it is your responsibility to submit your response through an alternate means before the close date and time.

This is a request for information, and quotations furnished are not offers.

PRICING: The County may award a contract on the basis of initial quotations. Your price(s) should be the lowest possible for the RFQ requirements. Omit Sales and Use Taxes unless otherwise specified.

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

SAMPLES: Samples, at Offeror's expense, may be required for evaluation by the County. Delivery of sample must be scheduled with contracting officer and provided within required timeline. The County shall have the right to review sample and to determine if such sample is acceptable. The County's decision to award is contingent upon its acceptance of the products provided in the sample. During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the supplier be permitted to increase prices on the basis of substituted item(s).

Sample, if not destroyed by tests, will, upon request, be returned at Offeror's expense. Offeror must advise contracting officer at time of sending sample that they must be returned, provide return address and Federal Express account number.

BRAND NAME OR EQUAL: If items called for in this Request for Quotation have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products (including products of brand name manufacturer s other than the one described by the brand name) to be considered for award if such products are determined by the County to meet fully the salient characteristic requirements listed in the request.

Unless the offeror clearly indicates in the quotation that an "or equal" product is being offered, quotation shall be considered as offering the brand name product specified.

If the offeror proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the request for quotation, or such product shall be clearly identified in the quotation. The evaluation of the quotation and the determination as to equality of the product offered shall be the responsibility of the County and will be based upon the information furnished by the offeror, or identified in the quotation as well as other information reasonably available to the purchasing activity. Caution to offerors: the purchasing activity is not responsible for locating or securing any information which is not identified in the quotation and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the offeror must furnish, as part of the quotation, all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the purchasing activity to (i) determine whether the product offered meets the salient characteristic requirements of the request for quotation, and (ii) establish exactly what the offeror proposes to furnish and what the County is binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

If the offeror proposes to modify a product so as to make it conform to the requirements of the Request for Quotation, he shall (i) include in the quotation a clear description of such modifications and (ii) clearly mark any description to show the proposed modifications.

DUTY TO INQUIRE: Should the Offeror find discrepancies in or omissions from the RFQ, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror must at once notify the contracting officer, in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's website "BUYNET." **It is the Offeror's responsibility to register for the corresponding commodity code and to periodically check the Web site for such addenda.** The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet website.

COUNTY OF SAN DIEGO
RFQ #11403
AS NEEDED INSTITUTIONAL MATTRESS PADS
TERMS AND CONDITIONS OF REQUEST FOR QUOTATION

CONFIDENTIAL/PROPRIETARY INFORMATION: If confidential/proprietary is contained within the submission:

- 1) It must be submitted in a separate file or document marked as EXHIBIT–CONFIDENTIAL/PROPRIETARY
- 2) Responses to solicitation requirements that include the confidential/proprietary information, shall refer to the response contained within the EXHIBIT–CONFIDENTIAL/PROPRIETARY (for example: If submittal requirement #1 requires staff Social Security Numbers, the response to requirement #1 shall reflect “see response #1 contained within Exhibit-Confidential/Proprietary”); and
- 3) It must include a signed Indemnification Certification.

NOTE: As a Public Agency, the County of San Diego must adhere to the California Public Records Act, therefore pricing cannot be considered confidential/proprietary.

TERMS OF RESULTING CONTRACTS: Any purchase order issued as a result of an RFQ will contain the County's standard purchase order terms and conditions and any additional terms and conditions referenced in the RFQ.

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

CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662: In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

FRANCHISE TAX BOARD WEBSITES:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Withholding Exemption Certificate

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.
(Please type or print)

Withholding agent's name

Vendor/Payee's name

Vendor/Payee's Social security number
 SOS no. California corp. no. FEIN

Note:
Failure to furnish your identification number will make this certificate void.

Vendor/Payee's address (number and street)

APT no. Private Mailbox no. Vendor/Payee's daytime telephone no.

City

State

ZIP Code

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

Partnerships:

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

Limited Liability Companies (LLC):

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Irrevocable Trusts:

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) _____

Vendor/Payee's signature ► _____ Date _____

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

A Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-C, Real Estate Withholding Certificate.

B Law

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of this state.

Withholding is required on:

- Payments to nonresidents for services rendered in California;
- Distributions of California source income made to domestic nonresident partners and members and allocations of California source income made to foreign partners and members;
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business;
- Payments to nonresidents for royalties for the right to use natural resources located in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Prizes and winnings received by nonresidents for contests in California.

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

Note: In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It **cannot** be completed by the performing entity's agent or other third party.

Note: The grantor of a revocable/grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a revocable/grantor trust and one or

more of the grantors is a nonresident, withholding is required. If all of the grantors of a revocable/grantor trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

Note: Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse who is absent from California for an uninterrupted period of at least 546 days to accompany a spouse who is under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board at (800) 852-5711 or (916) 845-6500 (not toll-free).

E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

F Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

Note: If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating no withholding requirement, you must send a copy of Form 590 with Form 594 to the FTB.

For more information, contact the Nonresident Withholding Section. See General Information G. The vendor/payee must notify the withholding agent if:

- The individual vendor/payee becomes a nonresident;
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California;
- The partnership ceases to have a permanent place of business in California;
- The LLC ceases to have a permanent place of business in California; or
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement. Get Instructions for Forms 592, 592-A, and 592-B for due dates and other withholding information.

G Where to get Publications, Forms, and Additional Information

You can download, view, and print FTB Publications 1017, 1023, 1024, and nonresident withholding forms, as well as other California tax forms and publications not related to nonresident withholding from our Website at: www.ftb.ca.gov

You can also have nonresident withholding forms faxed to you by calling (800) 998-3676. To have publications or forms mailed to you or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section.

WITHHOLDING SERVICES AND
COMPLIANCE SECTION
FRANCHISE TAX BOARD
PO BOX 651
SACRAMENTO CA 95812-0651

Telephone: (888) 792-4900
(916) 845-4900 (not toll-free)
FAX: (916) 845-9512 (24 hours a day,
7 days a week)

Assistance for persons with disabilities:

We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.

Asistencia bilingüe en español

Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.

20

Nonresident Withholding Allocation Worksheet

587

PART I WITHHOLDING AGENT

Withholding agent's name

Withholding agent's address (number and street), APT no., PMB no., City, State, ZIP Code

PART II NONRESIDENT VENDOR/PAYEE (Complete Part II through Part V and return this form to the above withholding agent)

Vendor/payee's name, Owner's full name if sole proprietor

Vendor/payee's address (number and street), APT no., PMB no., City, State, ZIP Code

Social security no., Corporation no., FEIN, Secretary of State file no., Daytime telephone number

Nonresident Vendor/Payee's Entity Type: (Check one)

- Individual/Sole Proprietor, Corporation, Partnership, Limited Liability Company (LLC), Estate or Trust, Tax-Exempt (withholding not required, skip to Part V)

PART III PAYMENT TYPE

Nonresident Vendor/Payee: (Check one)

- Performs services totally outside California, Provides only goods or materials, Provides goods and services in California, Provides services within and outside California, Other (Describe)

Note to vendor/payee: If you perform all the services within California, withholding is required on the entire payment for services unless you receive a waiver or reduced withholding authorization from the Franchise Tax Board.

PART IV INCOME ALLOCATION

Gross payments expected from the above withholding agent during the calendar year for:

Table with 4 columns: (a) Within California, (b) Outside California, (c) Total Payments. Rows include Goods and Services, Rents on commercial or business property, Royalties on natural resources, Prizes and other winnings, Other payments, Total payments subject to withholding, and Withholding threshold amount (\$1,500.00).

Note: If the amount on line 6, column (a) is \$1,500 or less, no withholding is required. If the amount on line 6, column (a) is greater than \$1,500, withholding is required on the entire amount at the rate of seven percent.

PART V CERTIFICATION OF VENDOR/PAYEE

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

Authorized representative's signature, Title, Daytime telephone number, Vendor/Payee's signature, Date, Daytime telephone number

Instructions for Form 587

Nonresident Withholding Allocation Worksheet

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

A Purpose

Use Form 587, Nonresident Withholding Allocation Worksheet, to determine if withholding is required on payments to nonresidents.

The vendor/payee should complete, sign, and return Form 587 to the withholding agent. The withholding agent may then rely on the certification made by the vendor/payee to determine if withholding is required, provided the completed and signed Form 587 is accepted in good faith. The completed Form 587 should be retained by the withholding agent for record keeping purposes and be made available to the Franchise Tax Board (FTB) upon request.

Do **not** use Form 587 if:

- Payment to a nonresident is for the purchase of goods;
- You sold California real estate. In that case, use Form 593-C, Real Estate Withholding Certificate;
- The vendor/payee is a resident of California or is an irrevocable trust that has at least one California resident trustee. In that case, use Form 590, Withholding Exemption Certificate;
- The vendor/payee is a corporation, partnership, or limited liability company (LLC) that has a permanent place of business in California or is qualified to do business in California. In that case, use Form 590; or
- The payment is to an estate and the decedent was a California resident. In that case, use Form 590.

B Law

R&TC Section 18662 and the related regulations require withholding of income or franchise tax on certain payments made to nonresidents of California for personal services performed in California and for rents and royalties on property located in California. The withholding rate is seven percent unless the FTB approves a reduced rate or a waiver. See General Information E, Waivers and Reduced Rates.

C When to File This Form

The withholding agent should request that the vendor/payee complete, sign, and return Form 587 when a contract is entered into or before payment is made to the vendor/payee.

Form 587 will remain valid for the duration of the contract (or term of payments), provided there is no material change in the facts. The vendor/payee, by signing Form 587, agrees to promptly notify the withholding agent of any changes in the facts.

D Withholding Requirements

Payments made to nonresident vendors/payees (including individuals, corporations, partnerships, LLCs, estates, and trusts) are subject to withholding. However, no withholding is required if total payments of California source income to the vendor/payee during the calendar year are \$1,500 or less.

Payments subject to withholding include, but are not limited to:

- Payments for services performed in California by nonresidents;
- Rent paid to nonresidents if the rent is paid in the course of the withholding agent's business;
- Royalties paid to nonresidents for the right to use natural resources located in California;
- Payments of prizes for contests entered in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Other payments of California source income made to nonresidents.

Payments not subject to withholding include payments:

- To a resident of California or to a corporation with a permanent place of business in California. See note below;
- To a corporation qualified to do business in California. See note below;
- To a partnership that has a permanent place of business in California. See note below;
- For sale of goods;
- For income from intangible personal property, such as interest and dividends, unless the property has acquired a business situs in California;
- For services performed outside of California;
- To a vendor/payee that is a tax-exempt organization under either California or federal law;
- Representing wages paid to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, contact your local EDD office; or
- To reimburse a vendor/payee for expenses relating to services performed in California if the reimbursement is separately accounted for and not subject to federal Form 1099 reporting. Corporate vendors/payees, for purposes of this exception, are treated as individual persons.

Note: If the California resident, qualified corporation, or partnership is acting as an agent for the nonresident payee, the payment is subject to withholding if the nonresident payee does not meet any of the exceptions on Form 590.

E Waivers and Reduced Rates

A nonresident vendor/payee may request that income taxes be withheld at a lower rate or waived. A waiver of withholding will generally be granted when a vendor/payee has a current history of filing California tax returns and/or making estimated payments when due. To apply for a withholding waiver to reduce or eliminate withholding, get Form 588, Nonresident Withholding Waiver Request. If the FTB has granted a waiver or authorized a reduced withholding rate, attach a copy of FTB's determination letter to Form 587.

F Requirement to File a California Tax Return

A vendor/payee's exemption certification on Form 587 or Form 590 or a determination letter from the FTB waiving withholding does not eliminate the requirement to file a California tax return and pay the tax due. For return filing requirements, see the instructions for Long or Short Form 540NR, California Nonresident or Part-Year Resident Income Tax Return; Form 541, California Fiduciary Income Tax Return; Form 100, California Corporation Franchise or Income Tax Return; or Form 100S, California S Corporation Franchise or Income Tax Return.

G Where to get Publications, Forms, and Additional Information

By Internet: You can download, view, and print California tax forms and publications from our Website at www.ftb.ca.gov

By Phone or Fax: Nonresident withholding forms may be obtained via Forms-by-Fax by calling (800) 998-3676. To have publications or forms mailed to you, or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section at the address or automated telephone number below:

WITHHOLDING SERVICES AND
COMPLIANCE SECTION
FRANCHISE TAX BOARD
PO BOX 651
SACRAMENTO CA 95812-0651

Telephone: (888) 792-4900
(916) 845-4900
(not toll-free)

FAX: (916) 845-9512
(24 hours a day)

H To get Publications, Forms, and Information Unrelated to Nonresident Withholding

By Automated Phone Service: Use this service to check the status of your refund, order California and federal tax forms, obtain payment and balance due information, and hear recorded answers to general questions. This service is available 24 hours a day, 7 days a week, in English and Spanish.

From within the
United States (800) 338-0505
From outside the
United States (916) 845-6600
(not toll-free)

Follow the recorded instructions. Have paper and pencil handy to take notes.

By Mail: Please allow two weeks to receive your order. If you live outside of California, please allow three weeks to receive your order. Write to:

TAX FORMS REQUEST UNIT
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

In Person: Many libraries, post offices, and banks provide free California personal income tax booklets during the filing season. Most libraries and some quick print businesses have forms and schedules to photocopy (a nominal fee may apply).

Note: Employees at libraries, post offices, banks, and quick print businesses cannot provide tax information or assistance.

Assistance for persons with disabilities

We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments, please call:

TTY/TDD (800) 822-6268

Asistencia para personas discapacitadas. Nosotros estamos en conformidad con el Acta de Americanos Discapacitados. Personas con problemas auditivos pueden llamar al TTY/TDD (800) 822-6268.

Specific Instructions

Private Mailbox (PMB) Number

If you lease a private mailbox (PMB) from a private business rather than a PO box from the United States Postal Service, include the box number in the field labeled "PMB no." in the address area.

Part I – Withholding Agent

The withholding agent must complete Part I before giving Form 587 to the vendor/payee.

Part II – Nonresident Vendor/Payee

The vendor/payee must complete all information in Part II including the FEIN or social security number and vendor/payee's entity type. No withholding is required if the vendor/payee is a tax-exempt entity. Check the tax-exempt box if the vendor/payee is:

- An entity that is exempt from tax under either California or federal law such as a church, pension, or profit-sharing plan;
- An insurance company, IRA; or
- A federal, state, or local government agency.

Tax-exempt vendors/payees do not need to complete Part III and Part IV, but must complete Part V.

Part III – Payment Type

The nonresident vendor/payee must check the box that identifies the type of payment being received.

No withholding is required when vendors/payees are residents, qualified corporations, or have a permanent place of business in California.

Part IV – Income Allocation

Use Part IV to identify payments that are subject to withholding. Only payments sourced within California are subject to withholding. Services performed in California are sourced in California. In the case of payments for services performed when part of the services are performed outside California, enter the amount paid for performing services within California in column (a). Enter the amount paid for performing services while outside California in column (b). Enter the total amount paid for services in column (c).

If the vendor/payee's trade, business, or profession carried on in California is an integral part of a unitary business carried on within and outside California, the amounts included on line 1 through line 5 should be computed by applying the vendor/payee's California apportionment percentage (determined in accordance with the provisions of the Uniform Division of Income for Tax Purposes Act) to the payment amounts. For more information on apportionment, refer to California Schedule R, Apportionment and Allocation of Income.

Withholding agent. If the amount on line 6 is greater than \$1,500, the withholding agent must withhold on all payments made to the vendor/payee until the entire amount on line 6 has been withheld upon. If circumstances change during the year (such as the total amount of payments), which would change the amount on line 6, the vendor/payee must submit a new Form 587 to the withholding agent reflecting those changes. The withholding agent should evaluate the need for a new Form 587 when a change in facts occurs.

If a reduced rate was authorized by the FTB, compute the withholding required by applying the authorized rate to the amount on line 6.

Part V – Certification of Vendor/Payee

Enter your name, title, and daytime telephone number. Sign and date the form and return it to the withholding agent.