



COUNTY OF SAN DIEGO
PURCHASING & CONTRACTING

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
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ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

September 23, 2024

REQUEST FOR BIDS (RFB) 1170
SAN DIEGO COUNTY SHERIFF’S OFFICE
AS NEEDED THERMAL BLANKETS

The County of San Diego is seeking bids from firms interested in providing As Needed Thermal Blankets (“Offerors”).

The County has posted this solicitation on its official BuyNet website at <https://sdbuynet.sandiegocounty.gov/>. Offerors should go to BuyNet for the most up-to-date information and to submit Questions and bids. In order to see all information related to this RFB, to submit Questions, and to receive notifications of updates, Offerors must select “Participate in RFX” for this solicitation in BuyNet.

The Basis of Award will be the total bid price. Offeror must respond to all bid items to be considered for award.

The resulting contract will be for an initial (base) period of one (1) year with two (2) one-year options, and six (6) one-month options.

The Contracting Officer for this solicitation is Jack Leedham, Procurement Specialist, jackt.leedham@sdcounty.ca.gov.

This RFB package includes:

- This Cover Letter to the RFB
- RFB Instructions and Rules
- Submittal Items
- Bid Cover Page (PC 600 Form)
- Representations and Certifications Form
- Nondisclosure Indemnification Agreement
- DVB Requirements and Forms
- Agreement, which includes the following:
 - County of San Diego Standard Terms and Conditions of Purchase
 - Specifications
 - Pricing Schedule

SCHEDULE

Below is the County’s timeline for this RFB. This timeline is subject to change at any time, at the County’s sole discretion. The County will issue an addendum for changes to the Pre-Bid Conference date, Questions due date, or Bid due date. The actual timing and sequence of events resulting from this RFB shall ultimately be determined by the County.

Event Description	Date and Time (San Diego Time)
Questions due	September 30, 2024, prior to 5:00 p.m.
Bids due	October 21, 2024, prior to 11:00 a.m.

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BID OPENING

The County will conduct a public bid opening using the WebEx platform instead of in-person attendance.

- Virtual bid opening link: [DPC Bid Opening](#)
- You may also join by phone by calling 1-619-343-2539, access code 979 022 535#

A bid abstract and the bids received will be posted on BuyNet after the bid opening.

BID SUBMITTAL

Offeror must submit a complete original bid in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting through electronic upload to BuyNet, or via sealed envelope at the Purchasing and Contracting front desk, before the Date and Time listed in Schedule.

- Offerors are advised to review section 2 of this RFB regarding acceptable formatting of documents and signatures.
- When submitting via BuyNet, Offeror should allow for sufficient time to submit by an alternate method in the event of technical difficulties.
- Offerors are advised to review the County's COVID-19 Updates for County Contracts and Contractors, found at https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html, for any guidance that may affect bid submission procedures.
- The County's decision about the timeliness or responsiveness of any submitted document shall be final, and the County has the discretion to waive or not waive any defect or nonconformance.

QUESTIONS

Questions regarding this RFB shall be submitted in writing to the Contracting Officer by the Date and Time listed in the Schedule, in accordance with section 8 (Duty to Inquire, Questions, and Explanation to Offerors).

Please be aware that the County has changed its procedure for submitting Questions. Questions should be submitted via BuyNet, by sending a message to the Contracting Officer through the "Discussions" functionality.

Non-Offerors should direct inquiries regarding this solicitation to the Contracting Officer.

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RFB INSTRUCTIONS AND RULES

1. RFB PROCESS

- 1.1. RFBs shall normally be made available on the County of San Diego’s BuyNet Website at <https://sdbuynet.sandiegocounty.gov/>. If you are unable to download this document, you may request a hard copy from Purchasing and Contracting’s front desk or contact clerical support at (858) 505-6367.
- 1.2. The County reserves the right to host pre-bid conference(s). If scheduled, the date, time, and location for the pre-bid conference(s) will be as set forth in this RFB or as otherwise provided on BuyNet.
- 1.3. Offerors should submit all Questions by the Date and Time specified in the cover letter to this RFB.
- 1.4. Bids received timely will be opened publicly following the due date and time.
 - 1.4.1. Bids received and the abstract of responses will be posted to BuyNet after the bid opening.
- 1.5. The posted bid opening abstract of responses serves as Notice of Intent to Award (“NOI”) to the apparent low bidder(s).
- 1.6. The County will evaluate bids received for conformance to the requirements of this RFB through a pre-award survey process. As a result of the pre-award survey, the County may determine that a bid is non-responsive to the County’s bid requirements or was submitted by a non-responsible bidder, as described in Section 3 below.
- 1.7. In the event the County finds an apparent low bid to be non-responsive or to have been submitted by a non-responsible bidder pursuant to section 3 below, the County will post a revised NOI. The County may rescind or modify the NOI at any time.
- 1.8. If a contract is awarded, the County will award to the lowest responsive, responsible bidder(s) as determined by the County’s evaluation (“Successful Bidder”). Bids are subject to acceptance at any time within 120 days after bid opening. This period may be extended by mutual agreement of County and Offeror.
- 1.9. Offeror’s submittal of this bid constitutes an offer that, upon County’s acceptance (which may be of some or all of the bid items or lots in accordance with the Basis of Award), forms a binding contract that incorporates the Agreement, along with all other terms of this RFB. Without limiting the foregoing, Offeror agrees to execute revised contract documents reflecting the final contract award and such additional documents and instruments as may be reasonably required by the County in order to carry out the purposes of this RFB and the intentions of the parties.
- 1.10. The County may, at any time, restart evaluations or correct any deficiencies in the procurement process or evaluation.
- 1.11. The County, in its sole discretion, may determine or alter the timing and sequence of events resulting from this RFB.
- 1.12. When referring to the firm submitting the response to this RFB, the term means a corporation, partnership, limited liability company, limited partnership, limited liability partnership, joint venture, sole proprietorship or any other legal body able to legally perform business in the State of California.
 - 1.12.1. When referring to the firm’s ability to satisfy specific requirements, the term shall also include any parent, subsidiary or related corporation, partnership, limited liability company, limited partnership, limited liability partnership, joint venture, sole proprietorship or any other legal body which the submitting firm acquired or merged with, or will use as a guarantor in providing services to the County should the submitting firm be selected for ultimate award of the contract.
 - 1.12.2. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.

2. INSTRUCTIONS FOR SUBMITTING A BID

- 2.1. It is the Offeror’s responsibility to submit a bid based on the most current RFB, addenda thereto, responses to Questions, any diligence material made available by the County, and any other information posted on BuyNet. Offerors must consistently check BuyNet for information and are responsible for complying with any requirements posted on BuyNet relating to this RFB. The County has no obligation to contact Offerors directly with any such RFB-related information.
 - 2.1.1. In order to see all information related to this RFB, to submit Questions, and to receive notifications of updates, Offerors must select “Participate in RFX” for this solicitation in BuyNet.
- 2.2. Offerors shall submit one original bid prior to the date and time specified and through the means specified in the cover letter to this RFB.

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- 2.2.1. For bids submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for the purpose of determining timely submittal.
- 2.2.2. For bids submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered the official time for the purpose of determining timely submittal.
- 2.2.3. In the event of multiple submittals of an original bid by an Offeror, the County will only consider the most recent submittal submitted before the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original bid and to withdraw or replace any previous submittals in the event they update their bid. Bids may be found non-responsive if the County is unable to determine which bid is the most recent, timely submittal.
- 2.3. Bids must be submitted using the County forms provided in this RFB, accepting the County’s statement of work, terms and conditions, and other requirements without condition. Bids containing modifications, conflicting information, or competing terms may be found non-responsive. Offerors are advised to submit only the requested information.
 - 2.3.1. All bids shall be signed with a handwritten signature by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned .pdf images of pages containing original handwritten signatures are acceptable for submission of an electronic file.
 - 2.3.1.1. Offerors may optionally submit clear pictures, in .jpg, .jpeg, .gif, or .png format, of signature pages containing original handwritten signatures. However, the County requests that Offerors use this method only if they are unable to submit a .pdf with scanned signatures.
 - 2.3.1.2. Electronic or digital signatures will not be accepted.
- 2.4. The bid must be submitted in compliance with the following format, unless otherwise specified in this RFB:
 - 2.4.1. Submit electronic bids as files in .pdf format. Separate each exhibit into one or more files. Clearly name files as to the exhibit and order. Pages requiring signatures must be scanned from an original handwritten signature. Other pages may be scanned or converted to .pdf from other file formats. Converted and searchable formats are preferred.
 - 2.4.2. All information submitted with your bid shall be formatted to print on 8-1/2” x 11” page size, with no less than 1/2” margins and eleven (11) point font.
 - 2.4.3. All information submitted with your bid shall be formatted as black ink on white background/paper with no shading, or otherwise suitable for black and white reproduction.
 - 2.4.4. If submitting your bid at the Purchasing and Contracting front desk, it must be submitted in a sealed envelope with “RFB” and the RFB number prominently marked on the outside of the envelope.
- 2.5. Your bid must be organized in accordance with this RFB. The bid shall conform to the following organization:
 - 2.5.1. A completed and signed PC 600 Form, submitted as the cover of Offeror’s bid;
 - 2.5.2. A completed and signed Representations and Certifications Form;
 - 2.5.3. A completed Exhibit C Payment Schedule;
 - 2.5.4. A completed and signed Nondisclosure Indemnification Agreement (if applicable);
 - 2.5.5. Required supplemental information per the Submittal Items; and,
 - 2.5.6. A Confidential/Proprietary exhibit (if applicable).
- 2.6. Confidential/Proprietary Information
 - 2.6.1. No confidential or proprietary information, including PI (Personal Information), PII (Personally Identifiable Information), or PHI (Protected Health Information), is to be included in the supplemental information. Responses that include confidential or proprietary information shall refer to the information contained within the Confidential/Proprietary exhibit.
 - 2.6.2. Submit a separate Confidential/Proprietary exhibit (if applicable). The County is a public agency subject to applicable disclosure requirements, including the Public Records Act, California Government Code § 6250 *et seq.* The County intends to publish bids received and resulting contracts, to its public website. If an Offeror asserts that information contained within its submission is confidential or proprietary:
 - 2.6.2.1. It must be submitted in a separate clearly labeled exhibit with all pages marked as “CONFIDENTIAL/PROPRIETARY EXHIBIT”.
 - 2.6.2.2. Offeror must provide a signed Nondisclosure Indemnification Agreement.
 - 2.6.2.3. It shall only contain supplemental information. In accordance with the California Public Records Act, the County will not treat pricing or any bid forms as confidential.
- 2.7. Bid Pricing

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- 2.7.1. Submit bid pricing on the included Exhibit C Payment Schedule. Bid using only the units of measure stated in the Payment Schedule and price each bid item clearly and separately (do not aggregate bid items nor provide more than one price or a range of prices per item).
 - 2.7.1.1. Pricing shall not exceed two (2) digits to the right of decimal point (hundredths). If unit pricing exceeds two (2) digits to the right of the decimal point, any digit(s) beyond two (2) will be dropped and will not be recognized by the County for the purposes of bid evaluation, contract award, or invoicing. The County will only use the first two digits after the decimal points without rounding up or down. If the County calculates a “new” unit price, said unit price will be in favor of the County and may be below the Contractor’s original bid price. The “new” unit price shall prevail over Contractor’s original bid price and shall be used in evaluation of bids, award, and invoicing.
 - 2.7.2. All prices and notations must be clearly legible and in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person signing the bid.
 - 2.7.3. Submitted bid prices must be balanced (reflecting the true relative costs of the bid items), and not shift costs from one portion of the work to another portion of the work so as to place doubt on whether the bid will result in the lowest overall cost to the County or be tantamount to allowing an advance payment.
 - 2.7.4. Unless otherwise specified, all prices shall be F.O.B. destination.
 - 2.7.5. Prices shall include all freight and/or delivery charges, unless freight or delivery charges are separately itemized or otherwise allowed for in the Payment Schedule.
 - 2.7.6. Unless otherwise specified, prices bid herein should NOT include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must NOT be included in invoices.
 - 2.7.7. Do not include prompt payment discounts into your bid prices. Prompt payment discounts will not be considered in evaluation of bids to determine low bidder.
 - 2.7.8. Prices shall be fixed during the performance of the Agreement and not subject to adjustment except as explicitly set forth in the Agreement. Bidder accepts the risk of any changes to bidder’s costs during the term of the Agreement.
 - 2.7.9. Estimated quantities may be included in the Payment Schedule, and are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption or other estimates. If the County’s actual requirements do not result in orders in the quantities described as estimated in the Payment Schedule, that fact shall not entitle the successful bidder(s) to price adjustment or other relief.
- 2.8. Brand Name or Equal
- 2.8.1. If items in this RFB have been identified as brand name “or equal,” such identification establishes a quality standard and is not intended to limit competition. Other brands will be considered for award if their products are determined by the County to be of equal or greater quality and to meet the County’s requirements.
 - 2.8.1.1. Bidder shall clearly identify the brand name of items that are not of the brand specified by the County. Bids shall be considered as offering the specified brand unless otherwise indicated in the bid.
 - 2.8.2. The County’s evaluation as to equality of a product offered by a different brand shall be based upon the information furnished in the bid, as well as other information known to the County. It is the Offeror’s responsibility to provide sufficient information for evaluation.
 - 2.8.2.1. If Offeror proposes to modify a product so as to make it conform to the requirements, bidder shall include in the bid a clear description of such modifications.
 - 2.8.2.2. Modifications proposed after bid submission will not be considered.
- 2.9. RESERVED
- 2.10. All bids become the property of the County upon submission. An Offeror may request the return of its bid upon withdrawal as specified in Paragraph 6, which return the County may grant or deny in its sole discretion.
 - 2.11. The County has the right to withhold all information regarding this procurement (other than information disclosed through public bid opening) until after contract award, including, but not limited to, the County pre-award survey and results thereof. Information releasable after award is subject to the disclosure requirements and withholding exemptions of the California Public Records Act,.

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3. EVALUATION AND SELECTION

- 3.1. Award will be made to the lowest priced responsive bid(s) from a responsible bidder(s). The determination of lowest price shall include the application of the local preference, when applicable.
 - 3.1.1. Award may be based on total bid amount, distinct lots, or individual items (“Basis of Award”).
 - 3.1.2. When determining lowest price for award, the County will not consider prompt payment discounts.
 - 3.1.3. In the event of a conflict between a unit price bid and the extended price, the unit price will prevail unless the conflict is a result of a Mistake in Bid. In that event, the bid will be rejected as non-responsive.
 - 3.1.4. In the event of a tie bid between responsible bidders, award will be by random selection through a process determined by County and observable by the bidders involved in the tie.
Should one or more of the bidders involved in the tie be a Preferred Vendor, award will be made as described in 3.3 below.
- 3.2. The County reserves the right to perform a pre-award survey to determine whether a bidder is responsible (possessing the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract) and whether a bid is responsive (conforming with material bid requirements).
 - 3.2.1. As part of the pre-award survey, the County reserves the right to request clarification of and/or additional information (“Clarification”) from Offerors.
 - 3.2.2. The Contracting Officer will determine the appropriate means of Clarification. The County is not obligated to seek Clarification, so Offerors are advised to submit complete and accurate information in the bid.
 - 3.2.3. The request for Clarification is not an opportunity for a bidder to modify its bid, but only to provide additional information requested by the County to support the pre-award survey.
 - 3.2.4. The County may request that samples be provided as part of the bid process, including with the bid submission, when evaluating proposed equal items, or during the pre-award survey. Samples must be furnished free of expense to the County, prominently marked with the RFB number, and delivered to the location specified by the County. Upon request and where feasible, samples will be returned to bidder at bidder’s expense and risk when the County’s review is complete.
 - 3.2.5. Failure to timely provide requested information or samples may result in a finding of non-responsiveness or non-responsibility based on the information available to the County.
 - 3.2.6. The County may consider information known to the County in addition to the information provided in response to the RFB.
 - 3.2.7. The County has the discretion to treat each lot or line item separately for purposes of evaluation, in accordance with the Basis of Award.
 - 3.2.8. The County has the discretion, but not the obligation, to waive any minor irregularities or deviations from the requirements of the RFB. The County reserves the right to waive a variation in specification if the County determines such variation does not materially change performance.
 - 3.2.9. The County’s determination of responsibility or responsiveness shall be conclusive.
- 3.3. Local preference: In accordance with Section 405 of the San Diego County Code of Administrative Ordinances, five percent (5%) or fifty thousand dollars (\$50,000), whichever is less (“Price Adjustment”), shall be subtracted from the bid price of any Preferred Vendor (a Local Business that is also a Veteran Owned Business, Disabled Veteran Business, or Small Business) being evaluated for award (“Adjusted Price”). A Preferred Vendor’s Adjusted Price shall be the basis for award to the lowest responsible bidder. In the event that one Preferred Vendor is involved in a tie for the lowest responsible bidder, the Preferred Vendor shall be awarded the contract. In the event that more than one Preferred Vendor is involved in a tie for the lowest responsible bidder, the County shall randomly select among those Preferred Vendors for contract award.

If a contract is awarded to a Preferred Vendor, it shall be awarded at the unadjusted bid price. For example, a Preferred Vendor submitting a bid for \$100,000 would be evaluated as if the bid price was \$95,000. If based on the Adjusted Price, the Preferred Vendor is the lowest responsible bidder, the Preferred Vendor would be awarded the contract at the unadjusted price of \$100,000.

4. DETERMINATION OF ECONOMY AND EFFICIENCY

Pursuant to County Charter §§ 703.10 and 916, award of a contract resulting from this RFB may be subject to the County’s requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service.

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5. COUNTY COMMITMENT

- 5.1. This RFB does not commit the County to award a contract, nor does it commit the County to pay any of Offeror’s cost incurred in the submission of preparation or submission of the bid. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 5.2. The County reserves the right to accept or reject any or all bids received as a result of this RFB or to separately procure the same or similar goods or services.
- 5.3. The County reserves the right to terminate this RFB in part or in whole at any time prior to contract execution.
- 5.4. No prior, current, or post award communication with any officer, agent, or employee of the County shall affect or modify any terms or requirements of this RFB except as explicitly provided for in this RFB.

6. LATE, MODIFIED, OR WITHDRAWN BID

- 6.1. A bid that is received, but that is not received at the office or by the electronic means designated in the solicitation by the exact time specified for receipt, will not be considered for award unless: it is received before award is made; the County determines that it is in its best interest to accept the bid; and
 - 6.1.1. It was sent by mail or personal delivery, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt; or
 - 6.1.2. No timely and responsive bid was submitted.
- 6.2. Bids may not be modified after the due date and time. Bids may not be withdrawn after the due date and time, except in the event of a Mistake in Bid, provided that the Offeror notifies the County of the Mistake in Bid, specifying in detail the mistake and how the mistake occurred, within five (5) business days.
- 6.3. A mistake in bid (“Mistake in Bid”) is defined as a mistake that (1) made the bid materially different than the bidder intended it to be, and (2) was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the requirements.

7. DILIGENCE

- 7.1. The County, and its agents, advisors, and representatives make no representation or warranty, express or implied, as to the accuracy or completeness of any provided diligence material. Without limiting the generality of the foregoing, diligence material may include certain statements, estimates, and projections provided by or with respect to the County. Such statements, estimates, and projections reflect various assumptions made by the County, which may or may not prove to be correct. No representations are made by the County as to the accuracy of such statements, estimates, projections, or assumptions.
- 7.2. Offerors are expected to perform reasonable due diligence with regard to the work required. The Selected Bidder(s) shall not be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence. Such due diligence may include but is not limited to, obtaining information that can be obtained during a site visit, if applicable (including verification of measurements, conditions, and other attributes of the site); or independently to the extent that information about the work required or the site is otherwise available for inspection or review.

8. DUTY TO INQUIRE, QUESTIONS, AND EXPLANATION TO OFFERORS

- 8.1. Offerors’ Inquiries and County Responses – All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFB or the Offeror’s bid, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Offerors shall not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFB or by law. Any improper contact may, at the County’s sole discretion, cause the Offeror to be removed from consideration for contract award.
- 8.2. Offerors shall direct requests for explanation regarding the RFB or related documents to the Contracting Officer in writing as a question (“Question”). Questions should be submitted through BuyNet by sending a message to the Contracting Officer using the “Discussions” functionality. Offeror is responsible for ensuring that Questions are received by the County. The County may choose not to respond to Questions received after the date and time stated in the Cover Letter. Formal County responses to Questions will be in writing; oral explanations or responses to Questions will not be binding upon the County. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFB or related documents, Offeror shall have a duty to submit a Question to the County.

9. PROTEST PROCEDURE

County Board of Supervisors Policy A-97 sets forth the procedures for the filing and resolution of protests related to this RFB. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County’s website at <https://www.sandiegocounty.gov/content/sdc/cob/ocd.html>.

All protests must be filed in accordance with Board Policy A-97, which requires among other things, that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package, and be based on a protestable action and established grounds for protest.

10. RESERVED

11. OFFEROR COMMUNICATIONS

11.1. If Offeror issues any public announcement or otherwise engages in communication that, in the County’s sole determination, compromises the integrity of this RFB process or attempts to restrain competition, Offeror may be removed from consideration for award.

11.2. Audio and/or video recording of pre-bid conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFB are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. CLAIMS AGAINST THE COUNTY

Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFB or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).

13. SOLICITING EMPLOYEES

Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County’s employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County’s Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

14. PROHIBITED CONTRACTS

14.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

14.2. Offeror certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above.

15. CALIFORNIA REVENUE & TAXATION CODE § 18662

In compliance with California Revenue and Taxation Code § 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed Franchise Tax Board Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior to the first payment from the County, 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).

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Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response remains valid, Offeror should submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should access the Franchise Tax Board websites, listed below, for tax forms and relevant information regarding non-resident withholding, including waivers or reductions. The County will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance.

Franchise Tax Board Websites

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

<https://www.ftb.ca.gov/forms/Search/Home/FormRequest/1619>

<https://www.ftb.ca.gov/forms/search/>

If selected for award, the Offeror must submit applicable forms to the Auditor & Controller via fax, at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code § 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

16. W-9 FORM

If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

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SUBMITTAL ITEMS

1. Confirm (YES/NO) your organization’s ability to provide samples within ten (10) business days of the County’s request.

YES NO

- 1.1 The County will request samples from the apparent low offeror as part of its Pre-Award Survey.
- 1.2 One (1) sample of a thermal blanket is required. Sample must be furnished free of expense to the County.
- 1.3 Samples shall not be returned to the supplier after submission.
- 1.4 The County shall have the right to review the sample to determine whether it is acceptable to the County. The County’s decision to award is contingent upon the sample’s conformance to the specifications prescribed in RFB 1170.
- 1.5 The County is not required to follow up on sample delivery. If the sample is not received by the due date, offeror's bid may be considered non-responsive at the discretion of the County.
- 1.6 Samples should be sent to:

County of San Diego
Department of Purchasing and Contracting
Attn: Jack Leedham – RFB 1170
5560 Overland Avenue, Suite 270
San Diego, CA 92123

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) 1170
 SAN DIEGO COUNTY SHERIFF’S OFFICE
 AS NEEDED THERMAL BLANKETS

BID COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Bid

DESCRIPTION

Request for Bids (RFB) 1170

As Needed Thermal Blankets

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

Company/Organization Name

Address

()

Telephone Number

Website Address

()

Fax Number (optional)

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Authorized Representative Name

Authorized Representative Title

Authorized Representative Email Address

()

Authorized Representative Telephone Number

Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative)

County communications to Offeror regarding this RFB will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

POC Name

POC Title

POC Email Address

()

POC Telephone Number

POC Mailing Address

ACKNOWLEDGEMENT OF ADDENDA

Bidder Acknowledges Addendum 1 2 3 4 5 additional _____

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid on behalf of the Offeror listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror agrees that if its bid is accepted, Offeror shall be bound by the Agreement included in the RFB.

Authorized Representative Signature

Date

NOTICE OF ACCEPTANCE OF SUCCESSFUL BID

(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:

COUNTY OF SAN DIEGO:

By:

JOHN M. PELLEGRINO, Director

DATE

TOTAL AMOUNT:

AWARD NO.:

NAME & TITLE OF CONTRACTING OFFICER

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, Offeror certifies it is not a non-profit that has entered into a subcontract relationship with a related for-profit entity where an interlocking directorate, management, or ownership relationship exists, except as disclosed on an attached list. All awards of contracts disclosing such relationships must be approved by the Board of Supervisors.

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 (SB, SB-PW, MB, etc.)

Certification #: _____

3.3. Are you certified by the federal government as a:

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 certification been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice.

4.2. Except as allowed for in Section 4.2.6, 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 Are presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

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

4.2.4 Have a judgment rendered against them by a body described in 4.2.2 that is unsatisfied.

4.2.5 Have within a three (3) year period preceding this certification (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 4.2.2 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

4.2.6 If Offeror is unable to certify any of Sections 4.2.1 through 4.2.5, 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: _____ Date: _____

Title: _____ Company/Organization: _____

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) 1170
SAN DIEGO COUNTY SHERIFF’S OFFICE
AS NEEDED THERMAL BLANKETS

NONDISCLOSURE 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 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, California Government Code § 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 California Government Code § 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 indemnification 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 – REQUEST FOR BIDS (RFB) 1170
SAN DIEGO COUNTY SHERIFF’S OFFICE
AS NEEDED THERMAL BLANKETS

DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at <https://www.sandiegocounty.gov/content/sdc/cob/ocd.html> . The County DVB program recognizes the State of California DVBE certification, which may be found at <http://www.dgs.ca.gov/PD> and the federal SDVOSB certification, which may be found at <https://www.va.gov/osdbu/verification/> .

For this solicitation:

DVB Subcontractor Participation Requirements are not applicable. Bidder/Offeror (Offeror) does not need to submit DVB documentation with its submittal.

AGREEMENT

RFB 1170

AS NEEDED THERMAL BLANKETS

**AGREEMENT
INCLUDES:**

County of San Diego Standard Terms & Conditions of Purchase

Specifications

Pricing Schedule

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) 1170
SAN DIEGO COUNTY SHERIFF’S OFFICE
AS NEEDED THERMAL BLANKETS
COUNTY OF SAN DIEGO STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Acceptance: By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. Affirmative Action. If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. Assignment. This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. Audit Right. Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. Cash Discounts. In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/ or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. Changes. County shall recognize no change to this order by Vendor without written approval.
7. Compliance With Laws. Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. Governing Law. This contract shall be construed and interpreted according to the laws of the State of California.
9. Delivery. Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. Food Products.
 - A. Package. Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. Compliance. Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. Force Majeure. Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. Formal Bids. In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. Hazardous Materials. If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. Timeliness. Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. Indemnity. County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. Patent Indemnity. Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. Sales and Use Tax. On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. Termination For Cause - Cancellation. The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. Termination For Convenience. The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. Warranty. Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. Disallowance. In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) 1170
SAN DIEGO COUNTY SHERIFF’S OFFICE
AS NEEDED THERMAL BLANKETS
SPECIFICATIONS

1. SCOPE OF WORK

- 1.1 The San Diego Sheriff’s Office, Reentry Services Division, has a requirement for thermal blankets for its Commissary Warehouse. Contractor shall provide thermal blankets on an as-needed basis in accordance with the specifications herein.

2. PRODUCT SPECIFICATIONS

- 2.1 Each thermal blanket shall meet the following requirements:
 - 2.1.1 Size: 66” x 90” Twin in FINISHED
 - 2.1.2 Snag free
 - 2.1.3 Pre-shrunk
 - 2.1.4 Weight: 2.5 – 3 pounds per blanket
 - 2.1.5 Six-inch (6”) salvaged end on both sides
 - 2.1.6 Standard weave style
 - 2.1.7 Color: bleached white
 - 2.1.8 100% cotton
- 2.2 Contractor shall provide first quality blankets only. Irregulars shall not be accepted.
- 2.3 Contractor shall guarantee that the product will be free of manufacturer defects.
- 2.4 San Diego County penal statute requires that no packaging can be provided in glass or metal containers. The County reserves the right to reject any product that is deemed to have sharp edges, or which can be used as a weapon.
- 2.5 Thermal Blankets shall be palletized and strapped down. Each pallet shall be stackable to no more than five high.
- 2.6 Each pallet shall be labeled with the following information:
 - Name and address of Contractor
 - County of San Diego Purchase Order (PO) number
 - Corresponding PO Release number
 - Item Description
 - Addressee name and address

3. ORDER SPECIFICATIONS

- 3.1 The Sheriff estimates using approximately 20,000 units each per year. This estimate is based on historical consumption to be used solely for the evaluation of bids. If the County’s actual requirements do not result in an order in the quantities described as “estimated,” that fact shall not constitute a price adjustment. The County is not obligated to purchase a specified quantity.
- 3.2 Contractor shall accept the County Procurement Card (P-Card) for all orders under \$2,500.
- 3.3 The County shall be given credit for damaged and returned items within five business days.
- 3.4 There shall be no restocking fee or other charges for returns of damaged or incorrect items.
- 3.5 There will be no minimum orders. The Commissary only orders what is needed for the operation and will not be liable for extra inventory held by the vendor.
- 3.6 All orders shall be delivered within ten (10) business days of order placement.
- 3.7 All orders shall be shipped FOB Destination to:
 - East Mesa Central Warehouse

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) 1170
SAN DIEGO COUNTY SHERIFF’S OFFICE
AS NEEDED THERMAL BLANKETS
SPECIFICATIONS

446 Alta Road, Bay 23

San Diego, CA 92158

- 3.8 Delivery hours are 7:00 am - 2:00 pm San Diego Time, Monday through Friday. The warehouse is closed on County holidays.
- 3.9 Contractor shall contact the Contracting Officer’s Representative (COR) for all contract-related questions and the warehouse Point of Contact (POC) for inquiries about the ordering process, delivery, and other related matters.
- 3.10 Contractor and its delivery personnel shall make all necessary arrangements and precautions to unload the shipment and complete the delivery. County employees and/or incarcerated persons shall not enter the delivery vehicles or unload any shipments being received

4. INVOICING

- 4.1 Invoices shall be sent by email to the COR and by mail to:

San Diego Sheriff’s Office

Reentry Services Division

ATTN: Contracting Officer’s Representative (COR)

446 Alta Road, Bay 23

San Diego, CA 92158

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) 1170
 SAN DIEGO COUNTY SHERIFF’S OFFICE
 AS NEEDED THERMAL BLANKETS
 PRICING SCHEDULE

INITIAL TERM: JANUARY 1, 2025, THROUGH DECEMBER 31, 2025				
DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
THERMAL BLANKETS PER SPECIFICATIONS ATTACHED	20,000	Each	\$	\$
INITIAL TERM TOTAL:				\$

OPTION YEAR ONE: JANUARY 1, 2026, THROUGH DECEMBER 31, 2026				
DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
THERMAL BLANKETS PER SPECIFICATIONS ATTACHED	20,000	Each	\$	\$
OPTION YEAR ONE TOTAL:				\$

OPTION YEAR TWO: JANUARY 1, 2027, THROUGH DECEMBER 31, 2027				
DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
THERMAL BLANKETS PER SPECIFICATIONS ATTACHED	20,000	Each	\$	\$
OPTION YEAR TWO TOTAL:				\$
GRAND TOTAL (BASIS OF AWARD):				

Offeror qualifies as a Preferred Vendor* (if checked, complete information below)

*By selecting Yes and submitting a Preferred Vendor Adjusted Price, Offeror represents that it qualifies as a Preferred Vendor as described in Section 405 of the San Diego Code of Administrative Ordinances and Section 3.3 of the RFB Instructions and Rules. To qualify as a Preferred Vendor, Offeror must be a Local Business that is also a Veteran Owned Business, Disabled Veteran Business or Small Business. Offeror must document eligibility by satisfying both 1. and 2. below. Offeror must provide supporting documentation upon request of the County.

1. Local Business: Offeror maintains a headquarters or provides the same or similar services to those proposed from the following address(es) located within the geographic boundaries of San Diego County.

Headquarters Other location providing the same or similar services

Address _____
 City _____ State _____ Zip _____

AND

2. Offeror holds a current certification that qualifies it as a Veteran Owned Business, Disabled Veteran Business or Small Business. Indicate certification(s) below.

State of California Certifications:

- Small Business (SB) – Certificate # _____
- Micro Business (MB) – Certificate # _____
- Small Business for the Purpose of Public Works (SB-PW) – Certificate # _____
- Disabled Veteran Business Enterprise (DVBE) – Certificate # _____

U.S. Department of Veterans Affairs Certifications:

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) 1170
 SAN DIEGO COUNTY SHERIFF’S OFFICE
 AS NEEDED THERMAL BLANKETS
 PRICING SCHEDULE

- Veteran-Owned Small Business (VOSB) – Certificate # _____
 Service-Disabled Veteran-Owned Small Business (SDVOSB) – Certificate # _____

Preferred Vendor Adjusted Price:

GRAND TOTAL (from Payment Schedule):	PRICE ADJUSTMENT multiply Box 1 by 0.05 (if greater than \$50,000, enter \$50,000)	ADJUSTED PRICE subtract Box 2 from Box 1
Box 1 \$ _____	Box 2 \$ _____	\$ _____

County maintains the right to verify the calculation of the Adjusted Price. In the event of a mathematical error, the Grand Total from the payment schedule shall prevail, and a corrected Price Adjustment shall be used.

Payment Terms.

Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, or (ii) County receipt of a correct and substantiated invoice. Payment shall be deemed to have been made on the date the County submits electronic payment or mails a warrant or check. Contractor may offer County a prompt payment discount or other more favorable payment terms at any time during the term of the Agreement, which the County may accept or not accept at its discretion. If Contractor qualifies as a Small Business or Veteran Owned Business, County may authorize more favorable payment terms in accordance with Board of Supervisor’s Policy B-53 Small Business Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program.

Payment by Credit Card

The County reserves the right to pay for invoices or orders up to \$2,500 using the County of San Diego procurement card (VISA credit card) without incurring any additional fees, charges, or other price increases. Contractor and County may mutually agree to use procurement cards for higher amounts also without incurring any additional fees, charges, or other price increases.

Prices

Prices shall be fixed during the performance of the Agreement and not subject to adjustment except as explicitly set forth in this Agreement. Bidder accepts the risk of any changes to bidder’s costs during the term of the Agreement.

Estimated Quantities

Any estimated quantities are provided solely for evaluation of bids and are not guarantees by the County. The successful bidder(s) shall not be entitled to price adjustment or other relief on the basis of any variance from estimated quantities.

Price Adjustments

Manufacturer's Increases

1. If a manufacturer’s general price to the trade or industry increases after the first six (6) months of the Agreement, Contractor may request an increase to the affected line item(s), provided that costs to the Contractor increased by more than five (5) percent and that such cost increase was not known or reasonably knowable to Contractor at the time of bid.
2. Requests for price increases must be in writing and include the following:
 - 2.1. item name
 - 2.2. date and amount of manufacturer’s price increase
 - 2.3. supporting documentation from the manufacturer
 - 2.4. amount of and justification for requested price increase