County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

8/18/2016

ADDENDUM No. 1

MODULAR FITNESS STUDIO - (RFQ 7613)

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1.) PC600 HAS BEEN UPDATED. PLEASE SEE BELOW PACKET FOR NEW PC600

If you have any questions, please contact Michael Bautista at (858505-6352, or by email at Michael.Bautista@sdcounty.ca.gov.

County of San Diego Date Issued: 8/17/2016

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

QUOTATION DUE DATE: **August 25, 2016**

RFQ No. **7613**

SUBMIT COMPLETED FORM WITH YOUR BUYNET RESPONSE, or MAIL, FAX, EMAIL OR DELIVER TO:
County of San Diego
Department of Purchasing and Contracting
5560 Overland Avenue, Suite 270
San Diego, CA 92123-1204

Quotations must be received in BuyNet or at the above address on or before 5:00 p.m. on the due date. **If mailed, the above RFQ No. must be included on the front of the envelope.**

FOR INFORMATION, PLEASE CONTACT

Michael Bautista

Phone: (858) 505-6352
Fax: (858) 715-6453
Michael.Bautista@sdcounty.ca.gov

AWARD: Will be based on:

☐ EACH ITEM ☐ EACH LOT
☐ TOTAL PRICE
☒ OTHER (BASED ON PRICING AND OTHER FACTORS)

DESCRIPTION

THE COUNTY OF SAN DIEGO, DEPARTMENT OF PARKS AND RECREATION, HAS A REQUIREMENT FOR A MODULAR FITNESS STUDIO IN ACCORDANCE WITH THE TERMS & CONDITIONS CONTAINED WITHIN. SEE STATEMENT OF WORK FOR DESCRIPTION.

PLEASE ENTER YOUR QUOTATION PRICING ON BUYNET AND PROVIDE ATTACHMENTS TO CONTRACTING OFFICER THROUGH BUYNET, OR BY EMAIL, FAX, OR MAIL.

QUESTIONS AND REQUESTS FOR CLARIFICATION RELATED TO DEFINITION OR INTERPRETATION OF THIS RFQ SHALL BE REQUESTED IN WRITING PRIOR TO THE CLOSE OF BUSINESS 8/23/2016. THOSE RECEIVED AFTER THIS DATE MAY NOT BE ANSWERED AT THE DISCRETION OF THE COUNTY.

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

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.

REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. BUSINESS TYPE

☐ For-profit ☐ Non-profit ☐ Government

Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, 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 no and will not enter into a subcontract relationship with a related for-profit entity.

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 hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any 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 4.2.4, 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 law enforcement, licensing or certification body.

4.2.4 If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that is has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.

4.3 Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.

4.4 If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.

5. 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.

6. INDEPENDENT PRICING

Offeror certifies that in relation to this procurement:

6.1. 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;

6.2. 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; and

6.3. 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.

7. TAX INFORMATION

The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 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 7613 // MODULAR FITNESS STUDIO
EXHIBIT A – STATEMENT OF WORK

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1. **PURPOSE**
   Install outdoor modular fitness studio at Lindo Lake County Park in Lakeside, CA in order to provide functional fitness training opportunities to all ages in an outdoor setting.

2. **BACKGROUND**
   DPR plays a critical role in improving health and wellness of San Diego County residents through the provision of exceptional parks and recreation facilities and programs. The procurement of the self-contained outdoor fitness studio will enable DPR to provide affordable, accessible and sustainable community wellness through fitness and recreation activities; supporting the County's vision of building a region that is Building Better Health, Living Safely and Thriving.

3. **GOALS AND OBJECTIVES**
   Activate a space at Lindo Lake Park by installing a self-contained, outdoor fitness studio that will provide functional fitness training opportunities for all levels.

   Provide self-contained modular fitness studio equipped with training/fitness equipment for up to 20 people.

4. **TARGET POPULATION**
   Community of Lakeside, in San Diego County.
   Studio will serve youth through older adults of all fitness levels.

5. **SERVICE AREAS**
   Located in Lakeside, CA; zip code 92040 and will serve Lakeside and surrounding east county communities.

6. **FACILITIES**
   Studio will be located at Lindo Lake County Park, 12660 Lindo Lane, Lakeside, CA.

7. **GENERAL REQUIREMENTS FOR SERVICE DELIVERY**
   Provide and install a customized, self-contained steel modular fitness studio equipped with fitness equipment, interior and exterior electrical and ready to be connected to existing electrical in the park.
   Ideal supplier will provide sustainably manufactured fitness studio and interior storage system.

8. **SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY**
   Customized fitness studio dimensions: W20'xD8'xH8'6"
   Electrical sub-panel to provide interior and exterior LED lighting and ability to plug in music/PA equipment
   Exterior lighting on all sides of the unit
   Interior free weight flooring with markings to provide exercise guides
   Steel, powder coated fitness equipment storage racks in interior of unit to hold a variety of fitness equipment
   Supplied with functional fitness equipment for up to 20 people, to include combination of weights, aerobic, resistance, mat/floor exercises; specific equipment to be selected by County
   Mirrored steel on interior 20' wall of studio, opposite from the garage style door
   15' opening on the 20' side of the studio (face of the studio)

Garage style roll up door on the 20' side (face) of studio, door must be durable, vandal resistance, auto or manual open option with a width of 15' and a height clearance of at least 7'
Manual swing open double doors on 8' side of unit, must be vandal resistant
Exterior will be smooth and vandal resistant with wood, wood composite, steel or something similar and customized to reflect the Department of Parks and Recreation's branding messaging
Interior graphics/paint/etc. to be customized by County
Equipped with alarm system

9. MEETINGS

Site visit is required prior to award and must be scheduled with Aliah Brozowski, District Manager 619.209.9922

Installation location is available for viewing at 7 days per week, sunrise to sunset

10. ADDITIONAL REQUIREMENTS

Contractor must be able to install within 4 weeks of contract award.
Shop drawing will be required.
Contractor will be responsible for delivery, installation and set-up and will provide County staff with operational training.

COUNTY OF SAN DIEGO
RFQ 7613 // MODULAR FITNESS STUDIO
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. Deductibles and Self-Insured Retentions
Any deductible or 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 deductibles or 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. <u>Additional Insured Endorsement</u>
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; **<u>and</u>** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement
For any claims related to this project, 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 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. 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 7613 // MODULAR FITNESS STUDIO
EXHIBIT C -- PRICING SCHEDULE

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	OUTDOOR MODULAR FITNESS STUDIO SUPPLIED WITH FUNCTIONAL FITNESS EQUIPMENT FOR UP TO 20 PEOPLE (PLEASE SEE STATEMENT OF WORK FOR OTHER REQUIREMENTS)	1			
2	INSTALLATION				
3	FREIGHT/SHIPPING CHARGES				
	TOTAL :				

LEAD TIME (DAYS): _____

COMPANY: _____

County of San Diego

SPECIAL INSTRUCTIONS OF REQUEST FOR QUOTATION

DEPARTMENT REQUESTED LEAD TIME:

10 Day(s)

DELIVERY LOCATION:

Aliah Brozowski
County of San Diego
Department of Parks and Recreation
12660 Lindo Lane
Lakeside, CA 92040

DELIVERY TIME:

Monday through Friday
Between 8:00 AM through 3:00 PM

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:

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.

This is a one-time purchase.

Delivery lead time After Receipt of Order (ARO): 10 days

All questions must be submitted in writing to Michael.Bautista@sdcounty.ca.gov no later than 1:00 P.M. on 8/23/2016.

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

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**.**

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