

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

QUOTATION DUE DATE: January 13, 2025**RFQ No.** 1373**SUBMIT COMPLETED FORMS WITH YOUR BUYNET RESPONSE OR SEND VIA EMAIL TO:**Yukuang.hou@sdcounty.ca.gov

Request for Quotation responses are requested to be submitted on or before 5:00 p.m. on the due date. If mailed, the above RFQ No. should be included on the front of the envelope.

FOR INFORMATION, PLEASE CONTACT

Yu-Kuang Hou, Assistant Procurement Specialist

Phone: (619) 964-0529

Email: Yukuang.hou@sdcounty.ca.gov**AWARD: Will be based on:** EACH ITEM EACH LOT TOTAL PRICE OTHER (PERFORMANCE FACTORS AND PRICE)**DESCRIPTION**

THE COUNTY OF SAN DIEGO IS SEEKING QUOTES FROM QUALIFIED FIRMS TO PROVIDE ONE (1) 2025 OR NEWER/UNUSED TOYOTA RAV4 PHEV SE OR HYUNDAI TUCSON PHEV SEL OR COUNTY APPROVED EQUIVALENT IN ACCORDANCE WITH THE TERMS & CONDITIONS CONTAINED WITHIN.

QUESTIONS AND REQUESTS FOR CLARIFICATION RELATED TO DEFINITION OR INTERPRETATION OF THIS RFQ SHALL BE REQUESTED VIA THE DISCUSSIONS FUNCTIONALITY IN BUYNET BEFORE 5:00 P.M. PST JANUARY 9, 2025. THOSE RECEIVED AFTER THIS DATE MAY NOT BE ANSWERED AT THE DISCRETION OF THE COUNTY.

SEE SCOPE OF WORK/SPECIFICATIONS AND PRICING PAGE FOR DESCRIPTION.

THIS REQUEST FOR QUOTE INCLUDES AN RFQ SUBMITTALS SECTION TO BE COMPLETED BY OFFERORS.

SUBMITTALS WILL BE EVALUATED BASED UPON DELIVERY LEAD TIME AND PRICE.

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.

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TUCSON PHEV SEL

SPECIAL INSTRUCTIONS

SUBMISSION CHECKLIST

- Request for Quotation Cover Page (Page 1),
- Purchasing and Contracting Representations and Certifications (Page 3),
- Nondisclosure Indemnification Agreement (if applicable)
- Completed RFQ Pricing Schedule (Page 10),

IF YOU HAVE NOT DONE BUSINESS WITH THE COUNTY BEFORE, PLEASE PROVIDE THESE ADDITIONAL FORMS TO SET UP CONTRACTOR IN THE COUNTY'S FINANCIAL SYSTEM:

1. Form W-9, Request for Taxpayer Identification Number and Certification, **AND**
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
2. California Form 590, Withholding Exemption Certification, **OR**
<https://www.ftb.ca.gov/forms/2022/2022-590.pdf>
3. California Form 587, Nonresident Withholding Allocation Worksheet (**ONLY REQUIRED FOR CONTRACTOR OUT OF THE STATE OF CALIFORNIA**) <https://www.ftb.ca.gov/forms/2022/2022-587.pdf>

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TUCSON PHEV SEL
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: _____

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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 (“Agreement”) is made and entered into by and between the County of San Diego (“County”) and Offeror Company/Organization Name: _____

(“Offeror”) with reference to the following facts:

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

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

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

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

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

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

Offeror Company/Organization Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Signature: _____

Date: _____

COUNTY OF SAN DIEGO
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TERMS AND CONDITIONS OF REQUEST FOR QUOTATION

RESPONSES: Your response is due on the specified close date and time, local San Diego 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 Buyer, in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and emailed to Offerors.

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.

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County of San Diego
TERMS AND CONDITIONS OF REQUEST FOR QUOTATION

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

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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 111k (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 QUOTATION (RFQ) 1373 – 2025 OR NEWER/UNUSED TOYOTA RAV4 PHEV SE OR HYUNDAI
TUCSON PHEV SEL

SCOPE OF WORK/SPECIFICATIONS

1. GENERAL

- 1.1. One (1) 2025 or Newer/Unused Toyota Rav4 PHEV SE, Hyundai Tucson PHEV SEL or County approved equivalent.
- 1.2. Exterior Color: White.
- 1.3. PHEV Powertrain AWD.
- 1.4. Interior Color: Dark.
- 1.5. Conforms to Federal and California emissions.

2. OTHER REQUIREMENTS AND DELIVERY

- 2.1. Contractor shall register the vehicles in CA. Exempt with the Department of Motor Vehicles and provide a temporary license plate as per California law. DMV registration shall be made out to:
County of San Diego
5560 Overland Ave. Suite 410
San Diego, CA. 92123
- 2.2. Contractor shall provide updates to their Fleet Services Acquisitions Team with a status update 30, 60, 90, and 120 days after reception of the purchase order.
- 2.3. Delivery of purchased vehicle must occur no later than 90 days after receipt of purchase order.
- 2.4. Contractor shall provide an actual delivery date within 30 days of the execution of the purchase order. Failure to provide accurate delivery dates within 30 days, may result in termination of this purchase order.
- 2.5. Contractor must provide at least a 48 Hour notice to the Fleet Services Analyst Team member on the original purchase order and delivery must occur Monday-Friday between 8am-3pm. Without this 48-hour notice, Fleet Services has the right to reject the delivery of the vehicle. In some instances, an alternate delivery location may be required to accommodate oversized equipment with no additional fee.
- 2.6. Contractor must provide all equipment necessary to drop off vehicles or parts to Fleet Services. This includes the delivery of vehicles and any specialized equipment to any of Fleet Services Garages. Contractor must provide all work and equipment needed to transfer the ordered part from the transport vehicle to the Fleet Services desired location for storage. Equipment that is dropped off must be left in a location that is approved by a Fleet Services Team Leader or shop supervisor.
- 2.7. All additional outfitting on the contract must be completed and installed on the vehicle prior to delivery. The vehicle must also come with all of the keys required on the Purchase Order. If any outfitting, keys, or other materials on the original order are missing, the County of San Diego may not be able to accept the vehicle upon delivery.
- 2.8. Vehicles must be fully functional, new, and have no errors messages on the dashboard when vehicle and title is handed over to the County of San Diego. All vehicles handed over to the County of San Diego with any defects related to the functionality of the vehicle, must be mitigated by the Contractor within 14 calendar days of the identification of the defect. This includes but is not limited to: Vehicle warning indicators on, issues with the vehicle dashboard, defects in the exterior not originally identified by the Contractor, issues that occur after outfitting the vehicle, etc. Contractor will be responsible for the full costs of the repairs of the vehicle and must hand over the vehicle within 14 calendar days.
- 2.9. Gas or diesel vehicles delivered to the County of San Diego must arrive with a full tank of fuel (90% fueled or above) and EVs must arrive fully charged (80% charge or above). Any vehicle that is handed over to the County of San Diego that do not meet these standards, are subject to not be accepted at vehicle handoff.
- 2.10. Contractor must deliver vehicles with no third-party GPS added to any County of San Diego Purchase Order vehicle or equipment. Any units with GPS installed may not be able to be accepted and will not fulfill obligations for the fulfillment of a County PO. When a GPS is found in a vehicle, the Contractor must remove the GPS within 3 calendar days.
- 2.11. Contractors must provide all applicable vehicle DMV documentation at the time of delivery. With proper justification, the Contractor may get a Fleet Service Technicians approval to send the documents within 24 hours of vehicle delivery. This includes temporary paper license plates, registration, and any additional DMV documents required.
- 2.12. Contractor must provide the Manufacturer Statement of Origin (MSO) or Manufacturer Certificate of Origin (MCO) for vehicles and equipment manufactured outside the state of California within 7 days of vehicle delivery. If a Contractor is unable to guarantee the delivery of these documents within this timeframe, proper justification must be provided to the Fleet Services Technician assigned to the delivery of the order.
- 2.13. Contractor is responsible for any damages to items prior to Fleet Services acceptance of the item.
- 2.14. Delivery location unless stated otherwise is:
County of San Diego, DGS Fleet Services
5610 Overland Ave

COUNTY OF SAN DIEGO
REQUEST FOR QUOTATION (RFQ) 1373 – 2025 OR NEWER/UNUSED TOYOTA RAV4 PHEV SE OR HYUNDAI
TUCSON PHEV SEL

San Diego, CA 92123

3. INVOICE INFORMATION

- 3.1. To ensure you are paid according to the County of San Diego's Net 30 payment terms for goods and services you provide, all invoices and monthly statements shall be submitted either by email to DGSfleetinvoices@sdcounty.ca.gov or fax transmittal to (858) 467-9281. Email is the recommended method of invoice submittal.
- 3.2. All invoices must include the following information:
 - 3.2.1.1. Business Contact Person
 - 3.2.1.2. Business Name, Location, and Address
 - 3.2.1.3. Quote Number
 - 3.2.1.4. Purchase order number
 - 3.2.1.5. Manufacturer Vehicle Identification Number (VIN)
 - 3.2.1.6. Vehicle year, make, and model.
 - 3.2.1.7. Vehicle mileage at time of handoff to the County of San Diego
 - 3.2.1.8. Quantity, Description, Unit Price and Extended Price must match purchase order
 - 3.2.1.9. County of San Diego Fleet drop-off location service facility, address, and telephone number.

Invoices must be submitted individually via email or fax.

4. 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

COUNTY OF SAN DIEGO
REQUEST FOR QUOTATION (RFQ) 1373 – 2025 OR NEWER/UNUSED TOYOTA RAV4 PHEV SE OR HYUNDAI
TUCSON PHEV SEL

PRICING SCHEDULE

ITEM NO.	DESCRIPTION	TAX YES OR NO	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	2025 OR NEWER TOYOTA RAV4 RAV4 PHEV SE, HYUNDAI TUCSON PHEV SEL OR COUNTY APPROVED EQUIVALENT	YES	1	EACH	\$	\$
2	TIRE FEE	NO	4	EACH	\$	\$
3	CA. DMV ELECTRONIC VEHICLE REGISTRATION	NO	1	EACH	\$	\$
4	DOCUMENTATION PROCESSING FEE	YES	1	EACH	\$	\$
6	OTHER FEES-			EACH	\$	\$
					TOTAL PRICE:	\$

**PRICING MUST INCLUDE SHIPPING AND ANY ADDITIONAL FEES.
DO NOT INCLUDE SALES TAX WITH PRICING**

Quoted Lead time* (days): _____

*Lead time is the number of calendar days from when a Purchase Order is issued to when a vendor proposes the physical delivery of a vehicle and title to the County of San Diego.

- In stock for immediate delivery Yes _____ or No _____
- Subject to order placement/confirmation with Manufacturer Yes _____ or No _____
 - o Estimated manufacturer confirmation date _____
 - o Commitment to alternative supply
 - Offeror commits, at no additional cost to the County, to provide a newer year model or added value/premium existing year model in the event the proposed Lead time is not fulfilled after the issuing of a County Purchase Order Yes _____ or No _____