

REQUEST FOR QUOTE (RFQ) 10963
COUNTY OF SAN DIEGO
AIR POLLUTION CONTROL DISTRICT
PUBLIC PARTICIPATION PLAN DEVELOPMENT, OUTREACH AND ENGAGEMENT SERVICES

County of San Diego

Date Issued: May 21, 2021

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

QUOTATION DUE DATE: <u>June 4, 2021</u>	FOR INFORMATION, PLEASE CONTACT
RFQ No. 10963	Rene Lelevier, Procurement Contracting Specialist
SUBMIT COMPLETED FORM WITH YOUR BUYNET RESPONSE, or EMAIL to: Rene.Lelevier@sdcounty.ca.gov County of San Diego Department of Purchasing and Contracting 5560 Overland Avenue, Suite 270 San Diego, CA 92123-1204	Phone: (858) 505-6545 Fax: (858) 715-6453 rene.lelevier@sdcounty.ca.gov
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.	AWARD: Will be based on: <input type="checkbox"/> EACH ITEM <input type="checkbox"/> EACH LOT <input type="checkbox"/> TOTAL PRICE <input checked="" type="checkbox"/> OTHER (SEE PRICING SCHEDULE)

DESCRIPTION

THE COUNTY OF SAN DIEGO, AIR POLLUTION CONTROL DISTRICT HAS A REQUIREMENT FOR PUBLIC PARTICIPATION PLAN DEVELOPMENT, OUTREACH AND ENGAGEMENT SERVICES IN ACCORDANCE WITH THE TERMS & CONDITIONS CONTAINED WITHIN. SEE PRICING PAGE FOR DESCRIPTION.

QUESTIONS AND REQUESTS FOR CLARIFICATION RELATED TO DEFINITION OR INTERPRETATION OF THIS RFQ SHALL BE REQUESTED IN WRITING PRIOR TO THE CLOSE OF BUSINESS MAY 31, 2021. THOSE RECEIVED AFTER THIS DATE MAY NOT BE ANSWERED AT THE DISCRETION OF THE COUNTY.

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

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)	NAME, TITLE & CONTACT INFORMATION OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
--	---

Offeror/Company Name

Name of Authorized Representative

Address

Title of Authorized Representative

City, State, Zip

Email Address

()

()

Telephone Number

Telephone Number of Authorized Representative

Website Address

Signature of Authorized Representative

()

Fax Number

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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PUBLIC PARTICIPATION PLAN DEVELOPMENT, OUTREACH AND ENGAGEMENT SERVICES
REPRESENTATION AND CERTIFICATION

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

1. BUSINESS TYPE

☐ For-profit ☐ Non-profit ☐ Government

2. INTERLOCKING DIRECTORATE

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

List Attached? Yes ☐

3. BUSINESS REPRESENTATION

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

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

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

☐ Disabled Veteran Business Enterprise(DVBE)

Certification #: _____

☐ Small Business Enterprise (SBE)

Certification #: _____

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

☐ Veteran Owned Small Business (VOSB)

Certification # _____

☐ Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

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

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

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

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

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

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

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

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

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

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

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

Disclosure Attached? Yes ☐

5. RELATED WORK

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

Disclosure Attached? Yes ☐

6. CURRENT COST OR PRICING

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

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

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

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

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

8. ADDITIONAL DISCLOSURES

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

CERTIFICATION

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

Name: _____ Signature: _____

Title: _____ Date: _____

Company/Organization: _____

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

REQUEST FOR QUOTE (RFQ) 10963
COUNTY OF SAN DIEGO
AIR POLLUTION CONTROL DISTRICT
PUBLIC PARTICIPATION PLAN DEVELOPMENT, OUTREACH AND ENGAGEMENT SERVICES
EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

The purpose of the Public Participation Plan Development, Outreach and Engagement Services is to assist the San Diego County Air Pollution Control District (District) to lead and manage the public education, awareness, branding, and engagement work associated with the development of a Public Participation Plan (Plan). The plan consists of an assessment of the District's public participation activities, internal and external working group meetings, community feedback, and strategies on how to advance public outreach and engagement to improve air quality. The Contractor will work with the diverse community of San Diego county and the District to develop and implement an equitable Plan.

2. Background

The San Diego County Air Pollution Control District (District) is the regional agency responsible for monitoring air quality conditions using a network of monitoring equipment, administering program funds, and addressing emissions from stationary sources through permits and local rules. The District has over 100 different rules applying to specific types of industries & equipment that achieve emission reductions by setting emissions standards. The District's key programs are designed to effectively implement the air quality management process and support the mission to protect public health and the environment.

To make the District more representative and responsive to the diverse needs of the county's residents and businesses, the California Assembly Bill 423 (Gloria, 2019) amended State law to restructure and expand the governing board of the San Diego County Air Pollution Control District. AB 423 also adds specified duties to the District and requires the California Air Resource Board (CARB) to conduct a program audit. As of March 1, 2021, the District is no longer governed by the County Board of Supervisors, it rather consists of an 11-member board and include county, city, and public representatives.

In 2019, the California State Auditor (CSA) conducted an audit on the District's financial and outreach activities. As a result of this audit, recommendations to implement a public participation plan were proposed to make the District more responsive to the public and organize its participation efforts. Further, AB 423 intends for the District to provide increased opportunities for transparency by increasing public outreach and engagement. The intent of the Public Participation Plan is to ensure the public is involved in the District's processes and key issues related to air quality.

3. Requirements for Service Delivery

A successful Public Participation Plan (Plan) will consist of the priorities and values of the community it serves through the services provide by the District. The goal of this Plan is to enhance the public participation process through an equity lens by making it easier for the public to understand the work the District does, how and when to engage with the District, and to be informed of the District's projects and plans. The Plan will increase engagement and broaden the involvement of the diverse San Diego community and stakeholders. Plan will describe strategies, goals and actions that will ensure transparency and encourage public involvement.

The scope of work has been divided into tasks corresponding to the Plan development process. Contractor will work with District staff along every step of the process to ensure proper direction. Finding ways to innovate, enhance, and add value to the outlined scope of work is highly encouraged. All external information and community must be provided in English and Spanish. Additional tasks may be warranted.

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EXHIBIT A – STATEMENT OF WORK

Task 1. Project Management and Administration

- Contractor shall prepare a scope of work that identifies the specific tasks, deliverables, outreach methods, and timeline for the development of the Public Participation Plan, building on the requirements outlined in this statement of work.
- Contractor shall address equity by focusing outreach and engagement efforts in Environmental Justice communities, these are communities with disproportionate exposure and heavily impacted by air pollution (overburden communities).
- Assess the District's current public participation methods and activities and provide recommendations and areas of opportunity for growth.
- Contractor shall work with the COR throughout the development of the Plan and meet on a regular basis to provide status updates.
- Meetings shall be presented to District management team on project development process and obtain staff input of practices of the Plan.
- A Public Participation preliminary draft Plan shall be created using internal gathered through meetings. Framework will be use as a tool to guide the public during community outreach and engagement meetings.

Task 2. Facilitation/Outreach and Engagement

- Contractor shall conduct and facilitate a minimum of one community meeting at each of the five supervisorial districts of the County of San Diego, for a total minimum of five (5) meetings and solicit public recommendations on improving the District's public participation practices.
- Provide additional methods of communication where the community and stakeholders may engage and provide public comment outside of the community meetings, including but not limited to surveys, online input tools, outreach events, and email contact.
- Contractor shall prepare agendas (English and Spanish), assist in presentation development, provide materials needed for meeting in an easy-to-follow format, use methods that will help facilitate learning, such as popular education, and provide a safe and welcoming space that encourages diverse community to participate.
- Contractor shall gather and track recommendations and priorities provided by the public, evaluate to ensure it advances the District's mission and implement as part of the final Plan.
- Contractor shall conduct outreach to community meetings, that includes posting information on a public facing website, social media, email distributions, mailers, flyers, including materials such as FAQ and talking points.
- Provide appropriate venues for in-person (pending Public Health Order) and/or Zoom account for virtual meetings. Provide necessary equipment, supplies and other resources necessary to establish and operate an in-person and/or virtual meeting.
- Offer appropriate hours for meetings for each supervisorial district to accommodate residents' schedules.
- Stipends and/or gift cards may be utilized to incentivize participation in providing feedback and/or outreaching to residents to compensate them for their time efforts.
- Individually pre-packaged refreshments shall be offered for in-person meetings with COR pre-approval.
- Language access and translation shall be provided for requests other than Spanish, as Spanish interpretation is required for all meetings.

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EXHIBIT A – STATEMENT OF WORK

- Contractor shall demonstrate cultural competency in their program design in order to serve residents with diverse backgrounds.
- Partnership with established community-based organizations to leverage existing community meetings and groups is encouraged.

Task 3. Branding

- Contractor shall provide branding project options that coordinates with APCD logo.
- Develop collateral and templates for usage by the District which includes but are not limited to mailers, flyers, brochures, presentations for the Governing Board and for public outreach.
- Develop social media messaging and templates to increase brand awareness and boost community engagement.

Task 4. Development of the Public Participation Plan

- Contractor shall, with the direction of the District, develop supplemental public participation activities, actions and goals that will augment and improve current public engagement efforts based on the information gathered through internal and external meetings.
 - Public Participation Plan shall include its purpose, description of the District's programs/services, current public participation methods and new activities, how and when to engage with the District, public comments, Environmental Justice community involvement, and feedback provided by the community, stakeholders, and the District.
 - Contractor shall develop metrics that will track the public participation and progress made as the Plan's strategies are being implemented.
 - Details of all outreach efforts, number of events and alternative communication methods shall be included in the Plan.
 - Provide a Language Assistance Analysis to better understand the needs of the diverse language needs that represent San Diego county.
 - Provide guidelines on how to best communicate APCD's technical information in order to be equitable, increase public interest and engagement.
- Final Public Participation Plan format and design shall reflect branding as developed in Task 3.
- Public Participation Plan shall be finalized by the first week of November 2021.

4. Contract Monitoring and Reporting

- Contractor shall provide monthly detailed program status, timeline, and budget reports.
- Contractor shall submit invoices monthly and provide back-up documentation if requested by the COR.
- Additional project reports may be requested by the COR.

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QUESTIONNAIRE

1. Experience (10 pages maximum)

- 1.1 Describe Offeror's experience providing the same or similar services as described in the Statement of Work including but not limited to developing plan for government entities, gathering community feedback, outreach and engagement, establishing and leveraging partnerships, developing collateral materials, data collection and management, and conducting presentations.
- 1.2 Describe Offeror's experience designing a program with an equity lens.

2. Program Delivery (5 pages maximum)

- 2.1 Describe the Offeror's program design and/or strategy to achieve the goals, objectives and requirements of Exhibit A – Scope of Work (SOW).

3. Implementation Timeline (2 pages maximum)

- 3.1 Provide an implementation action plan identifying key tasks and timelines.

4. Pricing Information

- 4.1 Use Exhibit C – Payment Schedule to provide a proposed cost per unit for each deliverable. Services will be compensated on a fully loaded fixed price basis. Offeror shall complete and submit the Exhibit C, attached to this solicitation for the contract term date of contract award – December 31, 2021.

5. Contract Template and Insurance Acceptance/Clause Exception Statement

- 5.1 Confirm (YES/NO) that Offeror has read, understands, and accepts the Exhibit A - Statement of Work (SOW).

YES ☐ NO ☐

- 5.2 Confirm (YES/NO) Offeror's acceptance of the terms and conditions of the County Contract template attached separately in BuyNet.

YES ☐ NO ☐

If NO, provide a detailed paragraph-by-paragraph, contract clause-by-contract clause description of any issues or concerns that Offeror may have with the documents listed. If Offeror objects to a particular paragraph or clause, then Offeror will need to further describe, in business terms and not in proposed language, the nature of its concern and what terms Offeror is willing to accept. The Exception List shall provide the reason or rationale supporting the item of concern and/or counter response. Simply stating that a paragraph or clause is "Not Acceptable" or proposing alternative contract terms without describing in business language the reason or rationale may be considered acceptance of that paragraph or clause. If Offeror does not identify specific concerns with a particular paragraph or clause, the County will consider the paragraph and/or clause acceptable. Offeror shall also provide a description of the business benefit to the County for the proposed language changes.

If applicable, provide a redlined copy reflecting the proposed revisions.

The County will favor a response that contains a minimal number of exceptions to the requirements and Terms and Conditions contained in the RFP. Should you take exception(s) to the contract, you understand that the County may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make Offeror's response to the solicitation unacceptable.

No Standard Offeror Form Contracts – Do not provide a copy of the Offeror's standard contract to the County. The County will be using the enclosed "Terms and Conditions" in negotiations with the Offeror.

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QUESTIONNAIRE

The Offeror will be deemed to have accepted any terms and conditions of the Contract to which it does not take exception in its proposal, and such accepted terms and conditions will not be subject to further negotiation.

5.3 Confirm (YES/NO) that Offeror has reviewed and agrees to the Insurance and Bonding Requirements listed in Exhibit B attached separately in BuyNet.

YES ☐ NO ☐

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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.
- D. Professional Liability (Errors & Omissions) appropriate to the professional services provided by Contractor under this contract.

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.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per occurrence or claim with an aggregate limit of not less than \$4,000,000. Coverage shall include contractual liability. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.

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

3. Self-Insured Retentions

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

4. Other Insurance Provisions

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

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EXHIBIT B – INSURANCE REQUIREMENTS

A. Additional Insured Endorsement

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

B. Primary Insurance Endorsement

For any claims related to this 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.

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EXHIBIT B – INSURANCE REQUIREMENTS

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. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. 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.

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EXHIBIT B – INSURANCE REQUIREMENTS

13. 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.

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EXHIBIT C – PRICING SCHEDULE

1. Compensation

Payment for these services described in the Statement of Work are on a fixed price schedule. Fixed price rates shall be fully loaded and include all estimated costs.

ITEM	SOW REF	PAYPOINT DESCRIPTION	UNIT	UNIT COST	ESTIMATED NUMBER OF UNITS	MAXIMUM EXTENDED AMOUNT
1	Task 1	Internal Assessment	Assessment	\$ _____	1	\$ _____
2	Task 1	Public Participation Plan Preliminary Draft	PPP Draft	\$ _____	1	\$ _____
3	Task 2	Community Outreach and Meetings	Meetings	\$ _____	5	\$ _____
4	Task 2	External Assessments	Assessment	\$ _____	1	\$ _____
5	Task 3	Branding Development	Collateral Components	\$ _____	3	\$ _____
6	Task 4	Public Participation Plan Final Report	Final PPP	\$ _____	1	\$ _____
TOTAL NOT TO EXCEED AMOUNT						\$ _____

2. Payments

All requests for payment are subject to County review and acceptance of deliverables and submitted documentation at the time of invoice. Pending any adjustments by the Contracting Officer's Representative, each invoice approved and paid shall constitute full and complete compensation to the Contractor for the invoice.

3. Invoices

3.1 Contractor shall submit monthly invoice to the County by 10th of the following month. Invoice template will be provided by the County.

3.2 Signed invoices shall be submitted via email to your contract COR.

3.3 Invoices shall contain the following certification:

I certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this contract is currently listed as excluded on the federal System for Award Management (SAM), the federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE), or the State of California Medi-Cal Suspended and Ineligible list.

I also certify that the above deliverables and/or services were delivered and/or performed specifically for this contract in accordance with the terms and conditions set forth therein.

REQUEST FOR QUOTE (RFQ) 10963
COUNTY OF SAN DIEGO
AIR POLLUTION CONTROL DISTRICT
PUBLIC PARTICIPATION PLAN DEVELOPMENT, OUTREACH AND ENGAGEMENT SERVICES
EXHIBIT C – PRICING SCHEDULE

LEAD-TIME
(DAYS):

COMPANY:

AUTHORIZED
REPRESENTATIVE:

AUTHORIZED
REPRESENTATIVE
SIGNATURE:

**REQUEST FOR QUOTE (RFQ) 10963
COUNTY OF SAN DIEGO
AIR POLLUTION CONTROL DISTRICT
PUBLIC PARTICIPATION PLAN DEVELOPMENT, OUTREACH AND ENGAGEMENT SERVICES
SAMPLE CONTRACT**

SAMPLE CONTRACT AS SEPARATE ATTACHMENT

REQUEST FOR QUOTE (RFQ) 10963
COUNTY OF SAN DIEGO
AIR POLLUTION CONTROL DISTRICT
PUBLIC PARTICIPATION PLAN DEVELOPMENT, OUTREACH AND ENGAGEMENT SERVICES
SPECIAL INSTRUCTIONS OF REQUEST FOR QUOTATION

PRICING INSTRUCTIONS:

Enter unit prices for each line item on the appropriate tab.

Please enter your quotation pricing on BuyNet and provide attachments to contracting officer through BuyNet, or by email to Rene.Lelevier@sdcounty.ca.gov.

All line 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.

All questions must be submitted in writing to Rene.Lelevier@sdcounty.ca.gov no later than 5:00 P.M. on May 31, 2021.

SUBMISSION CHECKLIST:

- Request for Quotation Cover Page (Page 1)
- Purchasing and Contracting Representations and Certifications form (Page 2)
- Other Factors Questionnaire with all questions answered (Page 6)
- Pricing Schedule (Page 12)

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COUNTY OF SAN DIEGO
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PUBLIC PARTICIPATION PLAN DEVELOPMENT, OUTREACH AND ENGAGEMENT SERVICES
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.

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.

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.

REQUEST FOR QUOTE (RFQ) 10963
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PUBLIC PARTICIPATION PLAN DEVELOPMENT, OUTREACH AND ENGAGEMENT SERVICES
TERMS AND CONDITIONS OF REQUEST FOR QUOTATION

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