

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

Date Issued: October 28, 2020

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| QUOTATION DUE DATE: <u>November 11, 2020</u> RFQ No. <u>10492</u> | FOR INFORMATION, PLEASE CONTACT JEFF ARCIAGA, Assistant Procurement Specialist Phone: (858) 505-6352 Jeff.Arciaga@sdcounty.ca.gov |
| SUBMIT COMPLETED FORM WITH YOUR BUYNET RESPONSE, EMAIL OR MAIL TO: County of San Diego Department of Purchasing and Contracting 5560 Overland Avenue, Suite 270 San Diego, CA 92123-1204 | AWARD: Will be based on: <input type="checkbox"/> EACH ITEM <input type="checkbox"/> EACH LOT <input type="checkbox"/> TOTAL PRICE <input checked="" type="checkbox"/> OTHER (PRICING & OTHER FACTORS) |
| 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. | |

DESCRIPTION

THE COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS ROADS DIVISION, HAS A REQUIREMENT FOR AS-NEEDED TRAFFIC DATA INFORMATION SERVICES IN ACCORDANCE WITH THE TERMS & CONDITIONS CONTAINED WITHIN.

AWARD WILL BE MADE FOR THE INITIAL TERM PERIOD FROM DATE OF AWARD THROUGH NOVEMBER 30, 2021. CONTRACT WILL BE FOR INITIAL TERM AND THREE (3) OPTION PERIODS OF ONE (1) YEAR EACH. THE ATTACHED DRAFT AGREEMENT "RFQ_10492_DRAFT AGREEMENT.PDF" WILL BE USED FOR THIS CONTRACT AND WILL NEED TO BE SIGNED BY THE SELECTED CONTRACTOR.

QUESTIONS AND REQUESTS FOR CLARIFICATION RELATED TO DEFINITION OR INTERPRETATION OF THIS RFQ SHALL BE REQUESTED IN WRITING TO JEFF.ARCIAGA@SDCOUNTY.CA.GOV BY 5:00 PM ON NOVEMBER 4, 2020. 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 PROCUREMENT CONTRACTING SPECIALIST THROUGH BUYNET OR BY EMAIL.**

BASE TERM PERIOD: DATE OF AWARD THROUGH 11/30/2021
 1ST OPTION PERIOD: 12/1/2021 THROUGH 11/30/2022
 2ND OPTION PERIOD: 12/1/2022 THROUGH 11/30/2023
 3RD OPTION PERIOD: 12/1/2023 THROUGH 11/30/2024

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.

REQUEST FOR QUOTE 10492
COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS ROADS DIVISION
AS-NEEDED TRAFFIC DATA INFORMATION SERVICES
REPRESENTATIONS AND CERTIFICATIONS

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

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

1. BUSINESS TYPE

For-profit Non-profit Government

2. INTERLOCKING DIRECTORATE

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

List Attached? Yes

3. BUSINESS REPRESENTATION

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

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

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

Disabled Veteran Business Enterprise(DVBE)

Certification #: _____

Small Business Enterprise (SBE)

Certification #: _____

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

Veteran Owned Small Business (VOSB)

Certification # _____

Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

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

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

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

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

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

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

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

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

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

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

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

Disclosure Attached? Yes

5. RELATED WORK

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

Disclosure Attached? Yes

6. CURRENT COST OR PRICING

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

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

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

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

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

8. ADDITIONAL DISCLOSURES

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

CERTIFICATION

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

Name: _____ Signature: _____

Title: _____ Date: _____

Company/Organization: _____

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

Revised 05-02-17

REQUEST FOR QUOTE 10492
COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS ROADS DIVISION
AS-NEEDED TRAFFIC DATA INFORMATION SERVICES
STATEMENT OF WORK

The Department of Public Works – Roads Division is seeking to set up a contract for As-Needed Traffic Data Information Services throughout the County.

CONTRACTOR REQUIREMENTS

1.0 DATA DELIVERY

This document specifies the recommended format for traffic count data deliverables.

1.1 All traffic count data shall be presented in a file compatible with the County’s current software system.

1.1.1 Microsoft Word or Excel documents and a PDF version summarizing the results of the requested data shall be provided for quick review. The Word or Excel and PDF documents shall, at a minimum, contain the detail of the count request including the date, duration of the survey and the location of the count.

1.1.2 The electronic file nomenclature shall include the location and date of the count. For example, a 24-hr volume count provided in a “.pdf” format taken on Hillsdale Avenue east of Julian Street for November 11, 2015 shall read, “HillsdaleAve_EO_JulianStreet_24hr_Vol_(11-11-15).pdf”. For intersection approach counts the nomenclature shall indicate both legs of the intersection.

1.2 Requests for the counts will be forwarded to the contractor via email. The contractor shall confirm via email within two working days after submittal with the details of the work task and cost estimate. The data files shall be provided 10 working days following the request date.

2.0 COLLECTION METHODS

All count data shall be provided for the specified duration of the request. Time request shall be provided on an hourly basis (i.e., 24-hour, 48-hour, 2-hour peak, etc.) A full day of data shall be provided from 12:00 am to 12:00 am for each specified event. This may require setting the tubes the day prior to the full 24-hour count and removal the day after the full 24-hour count.

2.1 Directional Volume events: Volume event counts shall be conducted utilizing a single tube channel count. The results of the volume counts shall be verified for accuracy and completeness. Volume counts shall be measured during the week (Monday-Thursday) unless otherwise indicated on the request.

2.2 Directional Volume with classification and speed: Volume classification and speed counts shall be conducted utilizing double tube channel counts set in parallel. The results of the counts shall be verified for accuracy and completeness. Volume classification and speed counts shall be measured during the week (Monday-Thursday) unless otherwise indicated on the request. If speed data is specifically requested, the equipment set-up and subsequent data collection shall occur at a mid-block roadway segment or at a location that would provide the most accurate speed data results unless otherwise specified on the request.

2.3 Intersection approach volume: Intersection approach volume counts shall be conducted utilizing a single tube channel count installed on the entering approach only. Exit counts shall not be collected unless specifically requested. Please see above referenced method for volume events.

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AS-NEEDED TRAFFIC DATA INFORMATION SERVICES
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2.4 Intersection approach volume classification and speed: Intersection approach volume classification and speed counts shall be conducted in the same manner as volume with classification and speed counts. Exit counts shall not be collected unless specifically requested. Please see above referenced method for volume with classification and speed.

2.5 Intersection turn movement: Intersection turn movement counts shall be conducted utilizing a stationary video camera or manual hand counting. Count data shall be provided in Excel, Word, or PDF format containing the time of day, volume and classification of vehicles, turn movements, intersection location, weather conditions, and right-of-way controls present.

2.6 Regulatory Compliance: Regulatory compliance counts shall be conducted utilizing double tube channel counts. A tube shall be located approximately 2 to 4 feet prior to the stop or yield limit line and located approximately 1 to 2 feet after the limit line. Regulatory compliance counts shall be measured during the week (Monday-Thursday) unless otherwise indicated on the request.

2.7 Non-motorized and/or Video Detection (Pedestrian, equestrian, and bicycle): Non-motorized counts shall be conducted utilizing a stationary video camera for long durations (more than four hours) or by manual hand counting. A stationary camera can be deployed for durations shorter than four hours if so desired by the contractor. Count data must be provided in Excel or Word and PDF format containing the time of day, number of pedestrian/equestrian crossings, and location of crossing. The contractor shall document any right-of-way controls present at time of review.

2.8 Radar Speed Survey: This specification provides direction for performing radar speed surveys for the County of San Diego. Following procedure will ensure the reliability and accuracy of reports. An appropriately completed survey will result in a standard “bell curve” discernible from the data; without abnormalities such as significant differences between adjacent speed categories or abrupt drop-offs at either end of the curve. It is preferable that the surveys be conducted with a stationary radar unit rather than a handheld unit. A handheld unit is acceptable as long as the operator or traffic volume does not affect the accuracy of the readings. Either unit shall be radar certified and shall be calibrated prior to each use. The copies of radar unit numbers and certification sheets to be provided as updated.

2.8.1 Each survey must be conducted for a minimum of 2 hours

2.8.1.1 Each survey must include a minimum total of 100 vehicles

2.8.1.2 No greater than a 60/40 split between directions of travel, unless otherwise noted

2.8.1.3 Obtaining a minimum of 100 vehicles may take longer than 2 hours

2.8.1.4 There may be substantially more than 100 vehicles within two hours, depending on traffic conditions

2.8.1.5 The base two-hour requirement may also be exceeded in order to obtain survey results which reflect a well-done survey as discussed above

2.8.2 Conduct radar speed surveys in compliance with the Department of Motor Vehicle Regulations and the California Manual on Uniform Traffic Control Devices (CA MUTCD)

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AS-NEEDED TRAFFIC DATA INFORMATION SERVICES
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2.8.3 Only conduct and complete speed surveys Monday through Thursday between the hours of 9:00 a.m. and 3:30 p.m. unless otherwise noted. Do not conduct surveys during inclement weather or when the roadway is wet. Do not conduct surveys during atypical conditions such as road construction, detours, or traffic incidents/events that impact the normal flow of traffic

2.8.4 Include all data as needed, including start and end times, weather and road conditions, and actual location description of where survey was taken (i.e. 200 feet north of intersection of “X” Street with “X” Street or reference to mile marker)

2.8.5 Submit separate reports for each direction of traffic and one report combining both directions of traffic (total of three reports)

2.8.6 The specified locations for surveys are general descriptions; the person performing the work must locate a safe and reasonable space adjacent to the roadway which will accommodate taking the speed survey, not impact or influence traffic, and be as close to the identified location as possible

3.0 INVOICING

Each invoice shall list the location of the survey, date(s) of the survey, the unit cost and extended price.

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DEPARTMENT OF PUBLIC WORKS ROADS DIVISION
AS-NEEDED TRAFFIC DATA INFORMATION SERVICES
INSURANCE REQUIREMENTS

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. 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:

- 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

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INSURANCE REQUIREMENTS

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. 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:

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INSURANCE REQUIREMENTS

- 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.

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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DEPARTMENT OF PUBLIC WORKS ROADS DIVISION
AS-NEEDED TRAFFIC DATA INFORMATION SERVICES
PRICING SCHEDULE

Pricing schedule spreadsheet uploaded as separate attachment on BuyNet. Please fill out pricing schedule and submit with your response. Prices should be inclusive of all costs / fees. .

REQUEST FOR QUOTE 10492
COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS ROADS DIVISION
AS-NEEDED TRAFFIC DATA INFORMATION SERVICES
SPECIAL INSTRUCTIONS OF REQUEST FOR QUOTATION

SUBMISSION CHECK LIST

- Request for Quotation Cover Page (Page 1)
- Purchasing and Contracting Representations and Certifications (Page 2)
- Completed Questionnaire – Other Factors (Page 6)
- Pricing Schedule (Attached as a separate file to this RFQ on BuyNet)

CONTRACTOR MUST COMPLETE AND SUBMIT THE FOLLOWING FORMS IF CURRENT FORMS ARE NOT ON FILE WITH THE COUNTY

1. Form W-9, Request for Taxpayer Identification Number and Certification
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
 2. California Form 590, Withholding Exemption Certification
https://www.ftb.ca.gov/forms/2015/15_590.pdf
- OR**
3. California Form 587, Nonresident Withholding Allocation Worksheet (***ONLY REQUIRED FOR VENDOR OUT OF THE STATE OF CALIFORNIA***) <https://www.ftb.ca.gov/forms/misc/587.pdf>

OTHER INSTRUCTIONS

1. All questions must be submitted in writing to Jeff Arciaga, Assistant Procurement Specialist, at jeff.arciaga@sdcountry.ca.gov as stated on the Cover Page.
2. Quotation must meet the requirements in the statement of work provided herein.
3. Submit your quotation by the time and date stated as instructed on the cover page.

PRE-AWARD SURVEY

The County reserves the right to perform a pre-award survey of any 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 an offeror's prospective ability to perform the contract shall be conclusive.

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COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS ROADS DIVISION
AS-NEEDED TRAFFIC DATA INFORMATION SERVICES
TERMS AND CONDITIONS OF REQUEST FOR QUOTATION

RESPONSES: Your response is due on the specified close date and time, local San Diego time.

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.

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.

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 Mercer, in writing. If the point in question is not clearly and fully set forth, a written addendum may be issued and posted on the County's website "BUYNET." **It is the Offeror's responsibility to register for the corresponding commodity code and to periodically check the Web site for such addenda.** The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet website. County of San Diego 1.4

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.

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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 and have not completed FTB Form 590 may result in back up withholding on all payments. 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).

TERMS AND CONDITIONS OF REQUEST FOR QUOTATION

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 non-resident 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