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ASSISTANT DIRECTOR

REQUEST FOR QUOTES (RFQ) 13418
DEPARTMENT OF REGISTRAR OF VOTERS
ROV COMMUNITY-BASED VOTER OUTREACH & EDUCATION
NOVEMBER 3, 2026, STATEWIDE GENERAL ELECTION SERVICES

October 2, 2026

A. KEY INFORMATION

1. The County of San Diego is seeking quotes from firms interested in providing Community-Based Voter Outreach & Education Services (“Offerors”).
2. The County anticipates awarding multiple contracts for services to support voter outreach and education for the November 3, 2026, Statewide General Election.
3. The County has posted this solicitation on its official BuyNet website at <https://sdbuynet.sandiegocounty.gov/>. To see all information related to this RFQ, to submit Questions, and to receive notifications of updates, Offerors must select “Participate in RFx” for this solicitation in BuyNet.
4. The Contracting Officer for this solicitation is Jose Sandoval, Sr. Procurement Contracting Officer, jose.sandoval@sdcounty.ca.gov
5. Schedule: This timeline is subject to change at any time, at the County’s sole discretion. The County will issue an addendum for changes to the Questions due date, or Quote due date.

Event Description	Date and Time (San Diego Time)
Questions due	October 6, 2026, prior to 5:00 p.m.
Quotes due	October 12, 2026, prior to 5:00 p.m.

6. Questions:
 - 6.1. Offerors should submit all Questions, including requests for clarification related to definition or interpretation of this RFQ, in writing by the Date and Time specified in the Schedule. Offerors should submit Questions via BuyNet, by sending a message to the Contracting Officer through the “Discussions” functionality.
 - 6.2. Non-Offerors should direct inquiries regarding this solicitation to the Contracting Officer.
7. Table of Contents:
 - A. Key Information
 - B. RFQ Instructions and Rules
 - C. Submittal Items
 - D. Required Forms
 - E. Statement of Work
 - F. Payment Schedule
 - G. Draft Agreement

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B. RFQ INSTRUCTIONS AND RULES

1. INSTRUCTIONS FOR SUBMITTING A QUOTE

- 1.1. It is Offeror's responsibility to submit a quote based on the most current RFQ, addenda thereto, County's responses to Questions, any other information posted on BuyNet, and any diligence material made available by the County. Offerors are advised to regularly check BuyNet for information. The County has no obligation to contact Offerors directly with any such RFQ-related information.
 - 1.1.1. To see all information related to this RFQ, to submit Questions, and to receive notifications of updates, Offerors must select "Participate in RFx" for this solicitation in BuyNet.
 - 1.1.2. If an Offeror is unable to download this document, an Offeror may request a hard copy from Department of Purchasing and Contracting's front desk or contact clerical support at (858) 505-6367.
- 1.2. Forms required to be submitted with Offerors response to this RFQ are included in this RFQ or posted on the County's web site at: <https://www.sandiegocounty.gov/content/sdc/purchasing/purchasing-forms.html>.
 - 1.2.1. The County may update posted forms from time to time. Unless otherwise specified, Offerors may submit the version of a form in place as of the date of the posting of this RFQ or any later version thereof.
- 1.3. Offeror must submit a complete original quote in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting, through electronic upload to BuyNet before the Date and Time listed in Schedule.
 - 1.3.1. If Offeror is unable to submit via BuyNet for any reason, Offeror may submit its quote via email to the Contracting Officer listed in this document or provide the Purchasing and Contracting front desk with either (i) electronic files on CD/DVD; or, (ii) a printed quote. Offeror must prominently mark such submissions with the RFQ number on the outside of the packaging. Please use this method only if unable to submit through BuyNet.

2. QUESTIONS

- 2.1. Offerors shall direct requests for explanation regarding the RFQ or related documents to the Contracting Officer, in writing, as a question ("Question"). Offerors may submit Questions by sending a message to the Contracting Officer through the "Discussions" functionality in BuyNet.
- 2.2. The County may choose not to respond to Questions received after the date and time stated in the Schedule for Question submission. Offeror is responsible for ensuring that Questions are received by the County.

3. QUOTE FORMAT

- 3.1. Submit electronic quotes as files in .pdf format, except where specified otherwise. For pages other than signature pages, converted and searchable formats are preferred.
- 3.2. All quotes shall be signed with a handwritten signature by an authorized officer or employee of Offeror.

4. QUOTE ORGANIZATION

- 4.1. Your quote should be organized in accordance with the Submittal Items in this RFQ.
 - 4.1.1. Offerors shall organize content to correspond to the applicable exhibit and question or item within each exhibit.
 - 4.1.2. Offerors shall separate each exhibit into one or more files, clearly named as to the exhibit and order.
 - 4.1.3. Pages shall be consecutively numbered within each exhibit at the bottom or top margin of each page.
 - 4.1.4. Cost/Price information:
 - 4.1.4.1. Offerors must place all cost and pricing information within the Cost/Price exhibit. Price shall be inclusive of all proposed compensation.
- 4.2. Confidential/Proprietary information:
 - 4.2.1. The County is a public agency subject to the California Public Records Act, Government Code § 7920.000, et seq. Some or all of the documents submitted in response to this RFQ may be subject to disclosure, and the County intends to publish any resulting contracts to its public website.

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- 4.2.2. It is Offeror's responsibility to identify and separate into a "CONFIDENTIAL/PROPRIETARY" exhibit and to provide a signed Nondisclosure Indemnification Agreement for:
 - 4.2.2.1. All confidential information that Offeror represents, with legal basis, is exempt from disclosure pursuant to the California Public Records Act, including PI (Personal Information), PII (Personally Identifiable Information), or PHI (Protected Health Information);
 - 4.2.2.2. Any proprietary or other information Offeror represents, with legal basis, is exempt from disclosure under the California Public Records Act and wishes to protect from disclosure.
- 4.2.3. The "CONFIDENTIAL/PROPRIETARY" exhibit must be clearly labeled with all pages marked as "CONFIDENTIAL/PROPRIETARY."
- 4.2.4. Offeror should reference material in the "CONFIDENTIAL/PROPRIETARY" exhibit where it is needed to respond to a Submittal Item through citation to the "CONFIDENTIAL/PROPRIETARY" exhibit (for example "See response 1 contained within the 'CONFIDENTIAL/PROPRIETARY' exhibit for staff Social Security numbers").
- 4.2.5. If the County determines that a submission improperly designates information as confidential or proprietary, the County may, at its sole discretion: (i) deem the information releasable; (ii) declare the submission non-conforming/non-responsive; (iii) remove such information, or (iv) take any other appropriate action. (Note: Pricing and Terms and Conditions are generally not confidential under the California Public Records Act).

5. QUOTE EVALUATION

- 5.1. Evaluations may consider factors such as technical merit, experience, capacity, history of Offeror compliance, availability, price, and more to determine the quote(s) that provide the best value to the County.
- 5.2. During evaluation, the County may appropriately consider the sustainability and social, human health, environmental, and economic impact of Offeror's proposed products and/or approach to providing goods and/or services, in accordance with Board Policy B-67. Therefore, Offerors are encouraged to include relevant information in their quotes, to the degree related to the goods or services sought.
- 5.3. During evaluation, the County may appropriately evaluate the cultural competency of Offeror and Offeror's proposed approach to providing goods and services. Therefore, Offerors are encouraged to include relevant information in their quotes, to the degree related to the goods or services sought.
- 5.4. When evaluating an Offeror's cost or pricing, the County may also consider the effect of the quote on the overall total cost to the County.

6. COUNTY COMMITMENT

- 6.1. This RFQ does not commit the County to award a contract, nor does it commit the County to pay any of Offeror's costs incurred in the preparation or submission of the quote. Further, Offeror shall not incur any reimbursable cost in anticipation of a contract award.
- 6.2. Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFQ or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).
- 6.3. The County reserves the right to separately procure the same or similar goods or services.
- 6.4. The County may withhold all information regarding this procurement until after negotiations are complete, including, but not limited to: the number of quotes received; the identity of Offeror(s); the content of quotes; the County's evaluation and results thereof. Information releasable after the conclusion of negotiations is subject to the disclosure requirements and withholding exemptions of the California Public Records Act.
- 6.5. Pursuant to County Charter §§ 703.10 and 916, award of a contract resulting from this RFQ may be subject to the County's requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service.
- 6.6. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.

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7. DILIGENCE AND DUTY TO INQUIRE

- 7.1. Should Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFQ or related documents, Offeror shall have a duty to submit a Question to the County.
- 7.2. Offerors are expected to perform reasonable due diligence with regard to this RFQ and the work required, including, but not limited to, information that is publicly or otherwise reasonably available and, if applicable, information that can be obtained during a site visit (including verification of measurements, conditions, and other attributes). Neither the selected Offeror(s), nor any Offerors, shall be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence.
- 7.3. The County makes no representation or warranty, express or implied, as to the accuracy or completeness of any diligence material or other information provided by the County or any of its agents, representatives, contractors, or consultants. Such information may reflect good faith assumptions, estimates, or projections, which may or may not prove to be correct.
- 7.4. Offeror should not rely upon oral statements made or explanations given by the County, including any oral responses to Questions or other inquiries. No prior, current, or post award communication(s) with any officer, agent, or employee of the County shall affect or modify any terms or requirements of this RFQ, except as explicitly provided for in this RFQ.

8. OFFEROR COMMUNICATIONS

- 8.1. All communications from Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFQ or Offeror's quote, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Offerors shall not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFQ or by law. Any improper contact may, at the County's sole discretion, cause Offeror to be removed from consideration for contract award.
- 8.2. If Offeror issues any public announcement or otherwise engages in communication that, in the County's sole determination, compromises the integrity of this RFQ process or attempts to restrain competition, Offeror may be removed from consideration for award.
- 8.3. Audio and/or video recording of presentations, discussions, negotiations, , or other communications with the County regarding this RFQ are prohibited, unless specifically authorized in writing by the Contracting Officer.

9. SOLICITING EMPLOYEES

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

10. PROHIBITED CONTRACTS AND SUBCONTRACTS

- 10.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any quote submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
 - 10.1.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
 - 10.1.2. Profit-making firms or businesses in which employees described in subsection 11.1.1 serve as officers, principals, partners, or major shareholders;
 - 10.1.3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection 11.1.1 and who (i) were employed in positions of substantial responsibility in the area of service to be performed by the contract; or, (ii) participated in any way in developing the contract or its service specifications; and

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10.1.4. Profit-making firms or businesses in which the former employees described in subsection 11.1.3 serve as officers, principals, partners, or major shareholders.

10.2. Per Board Policy A-79, a successful Offeror that is a non-profit corporation shall not subcontract any work under the agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors.

10.3. Offeror certifies that, if awarded a contract under this RFQ, such contract will be in compliance with Sections 11.1 and 11.2 above. Offeror shall promptly notify the County of any change in circumstance affecting these provisions.

11. CALIFORNIA REVENUE & TAXATION CODE § 18662

11.1. In compliance with California Revenue and Taxation Code § 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed Franchise Tax Board Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior to the first payment from the County, new suppliers or suppliers with expired forms or forms with incorrect information must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

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

Franchise Tax Board Websites:

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

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

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

12. W-9 FORM

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

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C. SUBMITTAL ITEMS

1. EXHIBIT 1 - REQUIRED FORMS

- 1.1 Submit a completed and signed Offeror's Cover Page (PC600) form
 - Required for all Offerors
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC600_dpc_Offerors_Cover_Page.pdf
- 1.2 Submit a completed and signed Representations and Certifications form (PC601)
 - Required for all Offerors
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC601_dpc_Reps_and_Certs.pdf
- 1.3 Submit a completed and signed Small-Local Business Self-Certification Form (PC610)
 - All Offerors are encouraged to complete this form to support County data collection.
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC610_dpc_Small_Local_Self_Cert.pdf
- 1.4 Submit a completed and signed Nondisclosure Indemnification Agreement (PC620) (if applicable).
 - Required if submitting Confidential/Proprietary Information (see RFQ Instructions and Rules section 4.2)
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC620_dpc_Nondisclosure_Indemnity.pdf

2. EXHIBIT 2 - QUALIFICATIONS QUESTIONNAIRE (PASS/FAIL)

The County intends to award multiple contracts based on each proposer's voter outreach and education plan and associated budget, with individual award amounts not to exceed \$25,000. The County reserves the right to issue awards exceeding \$25,000 depending on the number of applications received and approved by the Registrar of Voters (ROV).

If the number of responsive proposals exceeds available funding, the County may award contracts to the proposers that present the strongest outreach and education plans aligned with the Scope of Work.

- 2.1 Offeror acknowledges and accepts the program requirements, including:
 - 2.1.1 Conducting non-partisan voter outreach and education to encourage early voting;
 - 2.1.2 Implementing culturally competent outreach using trusted messengers;
 - 2.1.3 Providing factual information on how, when, and where to vote early;
 - 2.1.4 Complying with all restrictions, including prohibition on partisan activities and exclusion of food, beverages, and overhead costs.YES ☐ NO ☐ (Disqualifying)
- 2.2 Offeror attests that it is a non-partisan 501(c)(3) organization.
YES ☐ NO ☐ (Disqualifying)
- 2.3 Offeror certifies that all voter outreach and education activities will remain strictly non-partisan and will not include, reference, or engage any candidate, campaign, proposition, or measure.
YES ☐ NO ☐ (Disqualifying)
- 2.4 Offeror acknowledges that project funding is one-time and can only be used for voter outreach and education related to the November 3, 2026, Statewide Election.
YES ☐ NO ☐ (Disqualifying)

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- 2.5 Offeror attests that it is not receiving funding or support from any public official, political campaign, proposition committee, or local measure committee.

YES ☐ Offeror is receiving funding/support (Disqualifying)

NO ☐ Offeror is NOT receiving funding/support

- 2.6 Offeror confirms that it has experience conducting outreach to one or more of the following priority populations. Check all that apply below:

2.6.1 Limited-English-Proficient communities ☐

2.6.2 Veterans or military populations ☐

2.6.3 Seniors ☐

2.6.4 College students ☐

2.6.5 Residents of detention facilities ☐

2.6.6 Disability communities ☐

2.6.7 LGBTQ+ communities ☐

2.6.8 Low-propensity, hard-to-reach, or low-income voters ☐

- 2.7 Confirm that Offeror confirms it has read, understands, and accepts the Statement of Work (SOW) in its entirety.

YES ☐ NO ☐

2.7.1 If Offeror does not agree to the SOW as stated, “NO”: Offeror shall provide a marked, redline version of the SOW with proposed alternative language and a brief explanation supporting each change. 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.

3. EXHIBIT 3 - PROGRAM/TECHNICAL EXHIBIT

- 3.1 Submit a Voter Outreach and Education Plan including goals; formal strategy plan; target population(s); project timeline; number of outreach, education and engagement activities; anticipated number of registered voters impacted; geographic area(s) where outreach and engagement activities will be conducted (e.g., community name, zip code, county district); and anticipated impacts.

4. EXHIBIT 4 - COST/PRICE EXHIBIT

- 4.1 Based on your proposed Voter Outreach and Education Plan, submit an *itemized* budget for the funds requested.

4.2 Total Amount Requested: \$ _____

5. EXHIBIT 5 – ACCEPTANCE OF TERMS AND CONDITIONS

- 5.1 Confirm acceptance “YES/NO” of the County of San Diego’s Draft Agreement:

YES ☐ NO ☐

5.1.1 If “NO,” provide a detailed list of exceptions to the terms and conditions, the nature of its concern, and what terms the Offeror is willing to accept.

Note: The Offeror will be deemed to have accepted any terms and conditions of the Contract to which it does not take exception to. 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.

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5.2 Confirm acceptance “YES/NO” of the County of San Diego’s Exhibit B Insurance Requirements:
YES ☐ NO ☐

5.2.1 If “NO,” provide a detailed list of exceptions to the insurance requirements, the nature of its concern, and what requirements the Offeror is willing to accept.

Note: The Offeror will be deemed to have accepted any insurance requirements to which it does not take exception to. 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.

6. EXHIBIT 6 – CONFIDENTIAL PROPRIETARY

6.1 Include any Confidential/Proprietary Information (if applicable) in this exhibit, in accordance with RFQ Instructions and Rules section 4.2

Representative’s Name: _____

Job Title: _____

Organization Name: _____

Signature: _____

Date: _____

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D. REQUIRED FORMS

(RESERVED)

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E. STATEMENT OF WORK

1. Background Information

- 1.1 The County of San Diego Registrar of Voters (ROV) is the County’s election official responsible for conducting all federal, state, county, city, school and special district elections. The mission of the ROV is to conduct voter registration and voting processes with the highest level of professional election standards, including accountability, security and integrity, thereby earning and maintaining public confidence in the electoral process. San Diego County has a current active registered voter population of more than 2 million voters.
- 1.2 The ROV has received ***one-time*** funding from the State of California under Provision 2 of Item 0890-101-0001, Chapter 21, Statutes of 2026 (SB 111) to support voter outreach and education for the November 3, 2026, Statewide General Election.
- 1.3 The ROV is allocating approximately \$200,000 of its Provision 2 funds to contract with non-partisan, community-based 501(c)(3) organizations to conduct voter outreach and education encouraging early voting among San Diego County registered voters.

2. Scope of Work/Purpose

- 2.1 Contractor shall provide responsive messaging to conduct community-based voter outreach and education program(s) to engage San Diego County voters and encourage early voting. The purpose of the contract is to mobilize San Diego County registered voters with respect to the benefits of submitting ballots before the November 3, 2026, Election.
- 2.2 The ROV is looking to contract with non-partisan, community-based 501(c)(3) organizations that have deep connections to the communities they serve and significant on-the-ground, culturally competent engagement. Culturally competent engagement is the use of knowledge of unique, dynamic cultural values to respectfully and effectively engage with people from diverse cultural backgrounds.
- 2.3 The organization should have prior established trust and credibility within their communities, which allows for more effective engagement. The organization shall develop and implement community appropriate, accessible outreach, and voter education activities designed to increase awareness and use of early voting options for the November 3, 2026, Election in San Diego County.
- 2.4 Activities may include, but are not limited to:
 - 2.4.1 Community workshops, informational sessions, or presentations;
 - 2.4.2 Outreach through trusted messengers and community leaders;
 - 2.4.3 Distribution of non-partisan educational materials related to the November 3, 2026, Statewide Election;
 - 2.4.4 Language-accessible voter information dissemination to encourage voters to vote early;
 - 2.4.5 Digital, radio, or print outreach media campaigns.
- 2.5 This project may include the distribution of nonpartisan public-engagement materials designed to encourage eligible voters to participate in early voting. These materials will emphasize the convenience, accessibility, and reduced wait-times associated with casting a ballot ahead of Election Day, helping ensure that individuals can engage in the electoral process with confidence and minimal disruption to their schedules. The contractor will produce clear, user-friendly content that supports a smooth and efficient voting experience for the community.
- 2.6 All outreach materials must be strictly non-partisan and focus solely on factual voter and election information, including how, when, and where to vote early. Factual voter and election information are available on SDVOTE.com and in *Attachment A*.
- 2.7 The following items are restricted:
 - 2.7.1 Food and beverages, including alcohol.

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2.7.2 Any indirect rate or overhead costs distributed to administrative support services.

3. Target Population and Geographic Area

- 3.1 Target Population: Organizations may propose outreach to any San Diego County community, with priority consideration for active registered voters who are:
- 3.1.1 Limited-English Proficiency in Arabic, Farsi, Hindi, Hmong, Indonesian, Japanese, Khmer, Korean, Laotian, Somali, Thai, Chinese, Filipino, Vietnamese and Spanish;
 - 3.1.2 Veteran & Military;
 - 3.1.3 Seniors;
 - 3.1.4 College students;
 - 3.1.5 Residing at a detention facility;
 - 3.1.6 Disability Communities;
 - 3.1.7 LGBTQ+ Communities;
 - 3.1.8 Low-propensity voters with a focus on hard-to-reach and low-income populations.
- 3.2 Geographic Area: The Contractor shall provide services to the County of San Diego area.

4. Media Placement/Media Buys (if applicable)

- 4.1 Place advertisements using cost-effective media buying strategies.
- 4.2 Advertisements should not be placed next to any political articles or advertisements.

5. Funding

- 5.1 The funding available from the State of California under Provision 2 of Item 0890-101-0001, Chapter 21, Statutes of 2026 (SB 111) is approximately \$200,000.
- 5.2 The County intends to award multiple contracts based on each proposer's voter outreach and education plan and associated budget, with individual award amounts not to exceed \$25,000. The County reserves the right to issue awards exceeding \$25,000 depending on the number of applications received and approved by the Registrar of Voters (ROV).
- 5.3 If the number of responsive proposals exceeds available funding, the County may award contracts to the proposers that present the strongest outreach and education plans aligned with the Scope of Work.
- 5.4 This is *one-time* funding limited to voter outreach and education to support early voting for the November 3, 2026, Statewide Election in San Diego County.

6. Applicant Requirements

- 6.1 Applicants must:
- 6.1.1 Be a non-partisan 501(c)(3) organization.
 - 6.1.2 Acknowledge that the funding is *one-time* and limited to voter outreach and education to encourage registered voters to vote early before the November 3, 2026, Statewide Election.
 - 6.1.3 Submit a Voter Outreach and Education Plan including goals; formal strategy plan; target population(s); project timeline; number of outreach, education and engagement activities; anticipated number of registered voters impacted; geographic area(s) where outreach and engagement activities will be conducted (e.g., community name, zip code, county district); and anticipated impacts.
 - 6.1.4 Submit an itemized budget for the funds requested.
 - 6.1.5 Certify that voter outreach and education activities will remain strictly non-partisan. No activity should include, reference, or engage any active candidate running for elective office, or a state proposition or local measure, or public official.

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7. Deliverables

- 7.1 Contractor shall complete and submit the following documents to the ROV:
 - 7.1.1 Status updates as requested by the ROV.
 - 7.1.2 A final report summarizing number of outreach, education and engagement activities conducted; number of registered voters impacted; geographic area(s) where outreach and engagement activities were held (e.g., community name, zip code, county district); and outcomes achieved.
 - 7.1.3 Any unanticipated or additional accomplishments.
 - 7.1.4 Challenges and/or Lessons Learned.
 - 7.1.5 Copies of voter outreach and education materials created and/or used (if applicable).
 - 7.1.6 Documentation of activities completed to meet the goals and objectives (if applicable).
 - 7.1.7 All documents are due to the ROV by December 4, 2026.
 - 7.1.8 Documents should be mailed to:
County of San Diego ROV
ATTN: Executive Office
5600 Overland Ave., Suite 100
San Diego, CA 92123

8. County Responsibilities

- 8.1 The ROV will:
 - 8.1.1 Review, evaluate and select applicants.
 - 8.1.2 Provide official voter education materials (see Attachment A) and election resources.
 - 8.1.3 Offer guidance to ensure non-partisan compliance.
 - 8.1.4 Monitor progress and receive deliverables.

COUNTY OF SAN DIEGO – REQUEST FOR QUOTATIONS (RFQ) 13418
REGISTRAR OF VOTERS
ROV COMMUNITY-BASED VOTER OUTREACH & EDUCATION
NOVEMBER 3, 2026, STATEWIDE GENERAL ELECTION SERVICES

F. PAYMENT SCHEDULE

Based on your proposed Voter Outreach and Education Plan, submit an itemized budget for the funds requested.

Total Amount Requested: \$ _____

COUNTY OF SAN DIEGO – REQUEST FOR QUOTATIONS (RFQ) 13418
REGISTRAR OF VOTERS
ROV COMMUNITY-BASED VOTER OUTREACH & EDUCATION
NOVEMBER 3, 2026, STATEWIDE GENERAL ELECTION SERVICES

G. DRAFT AGREEMENT

The County's contract with the successful Offeror(s) will be based upon the following Draft Agreement, structured as follows:

Draft Agreement

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

Exhibits A (Statement of Work) and C (Payment Schedule) will be added during contract finalization. Offerors will be deemed to have accepted the Draft Agreement and Statement of Work, except where Offeror has taken clear exception in its quote in accordance with and when provided for in the Submittal Items.

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**COUNTY CONTRACT NUMBER [#CONTRACT NUMBER]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR [#SERVICES TO BE PROVIDED]**

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and *[# enter full title of legal entity, type of entity and location (e.g. "a Delaware corporation," "a California limited liability company"), located at (complete address)]* ("Contractor"). For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement. The Agreement shall consist of:

- This document,
- Exhibit A Statement of Work,
- Exhibit A-1 *[# include Contractor's offer including final revisions as Exhibit A-1 where applicable;*
- Exhibit B Insurance Requirements, and
- Exhibit C Payment Schedule.

In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and *[# remove if not used]* Fifth (5th) Exhibit A-1.

2. Contractor: *[#Insert Contractor's name]*

3. Services: *[#Insert services to be provided]*

4. Agreement Term. This Agreement shall begin on the date of the last signature below and end upon completion and County acceptance of all deliverables under this Agreement.

5. Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

6. Payment. Pursuant to Exhibit C, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed *[# write out amount] (\$#####)* ("Maximum Agreement Amount").

Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, or (ii) County receipt of a correct and substantiated invoice. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check.

7. Sales and Use Tax. On invoices, Contractor shall show any sales or use tax as separate items, giving permit number authorizing collection of use tax. Contractor shall deduct any cash discount before computing sales or use Tax.

8. Contracting Officer. The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").

9. Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's representative designated below (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

FOR COUNTY:	FOR CONTRACTOR:
#Name and Title #Address #Address #Phone and email Above contact is designated as the Contracting Officer's Representative for this Agreement ("COR").	#Name and Title #Address #Address #Phone and email

**COUNTY CONTRACT NUMBER [#CONTRACT NUMBER]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR [#SERVICES TO BE PROVIDED]**

10. Compliance with Laws. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws, and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
11. County Policies and Requirements. Without limiting section 10 above, Contractor shall specifically comply with the following, as applicable:
 - a. Board of Supervisors Policy A-79, Interlocking Directorates
 - b. Board of Supervisors Policy A-120, Zero Tolerance for Fraudulent Conduct in County Services
 - c. Board of Supervisors Policy B-67, Environmentally Preferable Procurement
 - d. Board of Supervisors Policy C-25, County of San Diego Drug and Alcohol Use Policy
 - e. Section 32.801, et seq. of the San Diego County Code of Regulatory Ordinances, Prohibitions of AIDS Discrimination
 - f. Article IIIk (Section 84, et seq.) of the San Diego County Administrative Code, Affirmative Action Program for Vendors
 - g. Section 21.2701, et seq. of the San Diego County Code of Regulatory Ordinances, San Diego County Fair Chance Ordinance
12. Contractor Adherence to Sections 965 through 971 of the San Diego County Code of Administrative Ordinances. Contractor shall specifically comply with the following requirements, as applicable:
 - a. Definitions.
 - i. For purposes of this Section, all capitalized terms shall have the meaning assigned to such terms in Section 966 of the San Diego County Code of Administrative Ordinances.
 - b. County Confidential Information.
 - i. Confidentiality. Contractor agrees to maintain data relating to any Protected Personal Activity and/or Protected Personal Characteristics ("County Confidential Information") received or obtained pursuant to the obligations under this Contract, if any, confidential, and shall not share and/or transmit such information to any third party including, without limitation, any governmental agency, unless required to do so pursuant to federal, state, or local law or as necessary to perform the obligations of Contractor pursuant to this Contract. Contractor agrees to include these requirements in any subcontract related to the performance of this Contract. The obligation to maintain County Confidential Information confidential and private shall survive the expiration or earlier termination of this Contract.
 - c. Due Process and Safety in County Facilities.
 - i. Prohibition on Access for Federal Law Enforcement, Out-of-State Law Enforcement, and Private Parties Acting Under Color of Law Enforcement Authority. Contractor shall not provide access to any Non-Public Area of a County Facility, or facility where Contractor provides services to the public on behalf of the County, to any Federal Law Enforcement Agency Personnel, Out-of-State Law Enforcement Personnel, or a Private Party Acting Under the Color of Law Enforcement Authority for the purpose of carrying out Law Enforcement Activities where the alleged criminal activity is a Protected Personal Characteristic and/or a Protected Personal Activity ("Facility Access"), except as expressly permitted pursuant to Section 967 of the San Diego County Code of Administrative Ordinances.
 - ii. Notice of Facility Access. Contractor shall provide the COR with notice within two (2) hours of any Facility Access, as defined in the preceding section.
 - iii. Signage Requirements. Contractor shall display signage at each public entrance of the County Facility or facility where Contractor provides services to the public on behalf of the County, consistent with the requirements for signage to be posted at County Facilities as set forth in Section 970 of the San Diego County Code of Administrative Ordinances.
13. Use of Artificial Intelligence. Contractor shall comply with Board Policy A-140, Artificial Intelligence Board Policy. Without limiting the foregoing, Contractor shall disclose any artificial intelligence (AI) functionality (as defined in Board Policy) embedded in products or services provided under this Agreement and ensure that all AI systems are used in accordance with County standards for security, privacy, and ethical practices. Contractor shall implement human oversight for any AI-generated outputs to be used in the County's official capacity and maintain transparency by clearly attributing AI-generated content. Contractor shall support the retrieval and export of prompts, outputs, and training details upon County request. Contractor shall not use AI systems for prohibited purposes, including fully automated decisions without meaningful human oversight, covert tracking, social scoring, or behavioral manipulation. The County reserves the right to inspect AI system usage and require modifications or cessation of use if compliance risks are identified. Any changes to AI functionality or features during the term of this Agreement shall be in compliance with this clause and be reported in writing to the Contracting Officer's Representative prior to implementation.
14. Subcontractor Reporting. Contractor shall provide periodic reports to the County of amounts paid under this Agreement to subcontractors and whether each subcontractor qualifies as a Small-Local Business as defined in Board Policy B-53. Such reports

**COUNTY CONTRACT NUMBER [#CONTRACT NUMBER]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR [#SERVICES TO BE PROVIDED]**

shall be submitted to the COR using the "Subcontractor Data Collection Form (PC613)" located at https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC613_dpc_Subcontractor_Data.xlsx or as otherwise directed by County. Reports shall be aligned with the County's Fiscal Year, with a mid-year report of data through December 31 submitted by February 15, and a full Fiscal Year report submitted by July 15.

15. Small-Local Business Preference. If this Agreement resulted from a solicitation where Contractor claimed Small-Local Business status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in Board Policy B-53 Small-Local Business Policy) throughout the term of this Agreement.
16. Small-Local Business Subcontractor Participation. If this Agreement resulted from a solicitation containing Small-Local Business Subcontractor Participation Requirements as set forth in Board Policy B-53, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such requirements, including meeting the Percent of Utilization on Contractor's Small-Local Subcontractor Utilization Plan. Contractor shall maintain a rate of Small-Local Business utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

If in County's determination, Contractor is not in compliance with all Small-Local Business Subcontractor Participation Requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of the underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

17. Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
18. Lobbying. Contractor agrees to comply with the lobbying ordinances of the County (including sections 23.101, et seq. of the County Code of Regulatory Ordinances) and assure that its subcontractors' employees, volunteers, officers, agents, consultants, and subcontractors ("Workforce") complies before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
19. Americans With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.
 - a. Without limiting the foregoing paragraph, Contractor shall ensure that any public-facing software, website, mobile application, or web content related to County services, programs, or actions meets all requirements under federal and California law for accessibility to persons with disabilities. Contractor shall ensure that any such software, website, mobile application, or component thereof meets the WCAG 2.1, level AA accessibility standards, unless a higher standard of accessibility is required by federal or California law. Contractor must notify the County of significant updates affecting accessibility.
20. Religious Activity Prohibited. There shall be no religious worship, instructions, or proselytization as part of or in connection with the performance of this Agreement.
21. Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its Workforce to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

**COUNTY CONTRACT NUMBER [#CONTRACT NUMBER]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR [#SERVICES TO BE PROVIDED]**

22. Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
23. Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
24. Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (Section 10800, et seq.) of the CCR and California Dept. of Social Services Manual of Policies and Procedures (CDSS MPP) Division 121.
25. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this Section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this Section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.
26. Clean Air Act and Federal Water Pollution Control Act. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.
27. Debarment, Exclusion, Suspension, and Ineligibility. Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor and members of its Workforce:
- a. Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency;
 - b. Have not within a 3-year period preceding this Agreement 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;
 - c. Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above;

**COUNTY CONTRACT NUMBER [#CONTRACT NUMBER]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR [#SERVICES TO BE PROVIDED]**

- d. Are not 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;
- e. Are not proposed for debarment by any state, local, or federal department or agency;
- f. Do not have a judgment rendered against them by a body described in section 27. e. above that is unsatisfied; and
- g. Have not within a 3 year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in section 27. d. above or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 27 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

28. Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement
29. California Political Reform Act and Government Code Section 1090, Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that contractors hired by a public agency, such as County may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
30. Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:
- a. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
 - b. Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
 - c. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
 - d. Profit making firms or businesses in which the former employees described in subsection c. serve as officers, principals, partners or major shareholders.
31. Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and its elected officials, officers, agents, employees and volunteers (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 and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Workforce or their licensees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this Section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this Section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

**COUNTY CONTRACT NUMBER [#CONTRACT NUMBER]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR [#SERVICES TO BE PROVIDED]**

32. Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 31 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section this section 32 and Exhibit B.
33. Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this Agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such litigation or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.
34. 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.

Authorized federal, State and County representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in Government Auditing Standards, published for the United States General Accounting Office.

35. Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor, as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- a. The unit or pro rata price for any delivered and accepted portion of the work.
 - b. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the work, provided compensation hereunder shall in no event exceed the total price.
 - c. In no event shall the County be liable for any loss of profits or any other consequential damages related to the work or portion thereof so terminated.
 - d. County's termination of this Agreement for convenience shall not preclude County from changing the termination to a default, as set forth in Section 34 of this Agreement, nor from taking any action in law or equity against Contractor for:
 - i. Fraud, waste, or abuse of Agreement funds, or
 - ii. Improperly submitted claims, or
 - iii. Any failure to perform the work in accordance with the Statement of Work, or
 - iv. Any breach of any term of condition of the Agreement, or
 - v. Any actions under any warranty, express or implied, or
 - vi. Any claim of professional negligence, or
 - vii. Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.
36. Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or in part, by written notice of default to the Contractor. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the Contractor shall be liable for the difference between the prices set forth in this Agreement 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 section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 34 Termination for Convenience.

**COUNTY CONTRACT NUMBER [#CONTRACT NUMBER]
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37. Full Cost Recovery. Contractor shall reimburse County (by direct payment or County withholding of payment, at County's sole discretion) for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is found to have violated terms of this Agreement.
38. Disallowance. County may disallow payment at any time if it determines the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, 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.
39. Warranty. Contractor agrees that any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor 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 Agreement or by any applicable Uniform Commercial Code warranties.
40. Assignment. This Agreement is assignable by County. Except as to any payment due hereunder, this Agreement is not assignable by Contractor without written approval of County. Any purported assignment or delegation in violation of this section shall be null and void.
41. Delivery. Unless otherwise specified in writing in this Agreement, all shipments shall be F.O.B. point of destination. County shall not be liable for freight or handling charges except as stated in this Agreement. Transportation receipts, if allowed under the Agreement, must accompany invoice.
42. Changes. Changes to this Agreement may only be made by Change Order or amendment. No other modification of this Agreement shall be valid. The Contracting Officer may at any time, by written order, make changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.
43. Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
44. Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
45. Time. Time is of the essence for each provision of this Agreement.

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

[#replace with the appropriate alternate manual or e-signature block as needed]

COUNTY OF SAN DIEGO:

MAGGIE RAMSBERGER, Interim Director
Department of Purchasing and Contracting

By: _____
#NAME
#TITLE
#DATE

By: _____
#NAME
#TITLE
#DATE

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 and Limit of Insurance

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
- B. **Automobile Liability** covering all owned, non owned, hired auto Insurance Services Office form CA0001, with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation**, as required by State of California and Employer's Liability Insurance, with limits no less than \$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)** appropriate to the professional services provided by Contractor under this contract, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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. 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.

2. Self-Insured Retentions

Self-insured retentions must be declared to and approved County Risk Management. County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

3. 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. General Liability

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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 Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 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.

General Provisions

4. 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.

5. Umbrella or Excess Policy

Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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. The Contract/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate party.

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.

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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. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- 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 requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. 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, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.