



**YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT**  
1947 Galileo Ct., Suite 103 · Davis, CA 95618 · (530) 757-3650 · [www.ysaqmd.org](http://www.ysaqmd.org)

Notice of Request for Proposals (RFP)  
For  
Website Redesign and Development Services with ADA  
Accessibility Compliance

**Proposal Responses Due:  
4 pm Pacific  
June 4, 2026**

Issued on behalf of:  
The Yolo-Solano Air Quality Management District

RFP Coordinator:  
Brielle Jamros, [bjamros@ysaqmd.org](mailto:bjamros@ysaqmd.org)

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### **Exhibits:**

- Exhibit "A" – Proposed Project Details and Work Statement
- Exhibit "B" – Qualifications and Experience
- Exhibit "C" – Previous Customer References
- Exhibit "D" – Signature Page
- Exhibit "E" – Non-Collusion and Non-Conflict of Interest Statement
- Exhibit "F" – Exceptions to Sample Contract

### **Attachments:**

- Attachment 1      Sample Contract (Long Form Agreement)

## **I. INTRODUCTION**

### **A. STATEMENT OF PURPOSE**

The Yolo-Solano Air Quality Management District (District) is seeking proposals from qualified vendors to design, develop, and implement a new public-facing website for the District.

The District's current website will be redesigned to provide an updated, user-friendly experience that effectively serves the diverse audiences who interact with the District. The new website must improve access to information, enhance usability for the public and regulated community, and ensure full compliance with accessibility standards, including the Americans with Disabilities Act (ADA) and applicable federal accessibility standards under Section 508 of the Rehabilitation Act. It will also meet State of California requirements under California Government Code Section 11135, which align with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.

The District is seeking a vendor with experience designing websites for public agencies or organizations with similar regulatory, informational, and public engagement functions.

Proposers who submit a response to this RFP must demonstrate the ability to meet the technical, accessibility, and functional requirements described in this solicitation.

### **B. SYNONYMOUS TERMS**

As used throughout this proposal and its attachments, the following terms are synonymous:

1. a. Supplier, Vendor, Contractor  
b. Purchase Order, Contract, Agreement  
c. Services, Work, Scope, and Project  
d. Bidder, Offeror, Proposer  
e. Beacon, Beacon Bid

2. "The District" refers to the Yolo Solano Air Quality Management District located in Davis, California.

### **C. SCOPE OF WORK**

#### **1. GENERAL DESCRIPTION**

The District seeks a qualified contractor to redesign and develop its public-facing website to provide improved navigation, accessibility, and engagement for the public, regulated businesses, and other stakeholders.

The District website serves as the primary source of information for residents, businesses, government partners, and other stakeholders seeking information about air quality, regulations, permitting, public meetings, grant programs, and environmental initiatives.

The redesigned website must:

- Provide a modern, user-friendly design
- Improve accessibility and compliance with ADA and WCAG standards, including remediating PDFs for accessibility
- Provide intuitive navigation for multiple audiences
- Support interactive tools and data access
- Allow District staff to easily update and maintain website content through a user-friendly content management system
- Include the option for an internal employee portal/intranet component to support District staff access to internal information and resources

The vendor will guide the District through the website redesign process, including planning, design, development, content migration, testing, and deployment.

To support accurate proposal development, the District's current website consists of 70 pages, around 500+ PDFs, and sees average of 308 visits per day. This information is intended to help vendors better estimate the scope of content migration and overall project costs.

The District is currently evaluating website hosting options. Vendors should provide pricing for hosting and maintaining the website on a vendor-hosted platform. In addition, vendors are requested to include pricing for implementation on a WordPress-based platform, should the District choose to continue hosting the site using WordPress.

Because the District is still evaluating the potential need for an internal employee portal/intranet component, vendors are also requested to submit proposals both with and without the employee portal functionality. This will allow the District to better assess feasibility, cost, and implementation considerations.

## **2. TARGET AUDIENCES**

The District website serves a diverse group of users including, but not limited to:

- Businesses seeking information on permits, regulations, and compliance requirements
- Residents seeking air quality information and health resources
- Agricultural operations seeking information regarding burn permits and regulations
- Applicants seeking information on grant and incentive programs
- Community organizations and environmental groups
- Federal, state, and local regulatory agencies
- Members of the District's Board of Directors and advisory committees
- Educators seeking air quality educational resources
- Job seekers
- Members of the public seeking to submit complaints or inquiries
- District staff seeking internal information and resources

The redesigned website should prioritize usability and intuitive navigation for these audiences.

## **3. FUNCTIONAL REQUIREMENTS**

The new website should include, but not be limited to, the following capabilities.

#### a. Navigation and User Experience

- Clear and intuitive site structure and navigation
- Audience-specific portal pages or landing pages
- Mobile-friendly responsive design compatible with smartphones and tablets
- Integrated search functionality
- Links to District social media channels
- Clear pathways to frequently used services such as permit applications, complaint submission, public records requests and grant information

#### b. Interactive Features and Data Tools

The website should support interactive tools and portals such as:

- Current air quality display, air quality forecasts and burn day statuses
- Interactive air quality maps
- Data portals for public information requests
- Subscription tools for newsletters, notifications, and alerts

Where applicable, these tools may integrate with external systems such as Jotform, Laserfiche or other District platforms.

#### c. Information and Content Pages

The website will host a wide variety of informational resources including:

- Air quality monitoring information
- District news and announcements
- Public meeting calendars and agendas
- District mission and program descriptions
- Online payment links
- Burn permit information
- Asbestos program information
- Air Quality Management Plans and regulatory documents
- CEQA project review information
- Grant and incentive program information

The vendor will assist the District with organizing and migrating existing website content where appropriate.

### **4. TECHNICAL REQUIREMENTS**

The website must meet the following technical standards:

- Utilize a widely supported Content Management System (CMS) that allows District staff to easily update content. Vendors should provide pricing for hosting and maintaining the website on a vendor-hosted platform. In addition, vendors are requested to include pricing for implementation on a WordPress-based platform, should the District choose to continue hosting the site using WordPress.
- Be fully compatible with modern web browsers

- Utilize responsive design to ensure functionality across desktop, tablet, and mobile devices
- Implement HTTPS encryption using SSL certificates
- Allow for routine security updates and system maintenance
- Optimize media and images for efficient page load speeds
- Include multilingual support, including Spanish translation capability
- Meet Web Content Accessibility Guidelines (WCAG) accessibility standards and ADA compliance requirements for all content, including accessibility compliance remediation for Adobe PDFs
- Integrate website analytics tools to track usage and performance
- Support routine website backups and disaster recovery
- Include privacy policies and cookie notices consistent with public agency requirements
- Provide full documentation of website development and source code prior to deployment
- Vendors are also requested to submit proposals both with and without an employee portal/intranet functionality. This will allow the District to better assess feasibility, cost, and implementation considerations.

## **5. PROJECT TASKS**

The selected vendor will be responsible for completing tasks including, but not limited to:

Conducting project kickoff and discovery meetings with District staff  
 Developing website design concepts and user interface layouts  
 Presenting design concepts and incorporating District feedback  
 Developing and building the website architecture and functionality  
 Developing a content migration plan  
 Migrating content from the existing website  
 Conducting testing, including accessibility testing and usability review  
 Training District staff on the CMS platform  
 Supporting the launch and deployment of the new website

## **6. FUTURE FUNCTIONALITY**

The District may wish to expand website functionality in the future to include customer portals allowing regulated entities or stakeholders to log in and manage their interactions with the District, such as permit information, grant applications, or regulatory compliance.

Vendors are encouraged to describe their capabilities and experience supporting these types of systems.

## **7. ACCESSIBILITY REQUIREMENTS**

The District is committed to ensuring that all digital services are accessible to the public, including individuals with disabilities. The website developed under this RFP must comply with applicable accessibility requirements.

The contractor shall ensure that the website meets or exceeds the following standards:

- Web Content Accessibility Guidelines (WCAG) 2.2 Level AA
- Americans with Disabilities Act, and applicable federal accessibility standards under Section 508 of the Rehabilitation Act
- California Government Code §11546.7 (AB 434) accessibility requirements

The contractor shall:

- Design and develop the website to be fully accessible to users utilizing assistive technologies such as screen readers, keyboard navigation, and other accessibility tools
- Ensure proper color contrast, semantic HTML structure, accessible navigation, and appropriate alternative text for images and graphics
- Provide accessibility testing throughout the development process
- Address accessibility issues identified during testing prior to launch
- Provide documentation demonstrating accessibility compliance

The contractor may be required to remediate accessibility issues identified after deployment.

## **9. TRAINING AND DOCUMENTATION**

The contractor shall provide training to District staff to ensure they are able to independently manage and maintain the website.

Training shall include:

- Instruction on the use of the website Content Management System (CMS)
- Procedures for editing pages, uploading documents, and publishing content
- Guidance on maintaining accessibility compliance when adding content
- Instructions on managing user accounts and permissions

The contractor shall also provide documentation including:

- CMS user manuals or guides
- Website architecture documentation
- Administrative access credentials
- Copies of all source code and system configuration files

All materials developed under the contract shall become the property of the District upon project completion.

## **10. DELIVERABLES**

The selected contractor shall provide the following deliverables:

- Website design concepts and mockups
- Fully developed website with approved functionality
- Migration of existing website content
- Accessibility compliance testing documentation
- Training for District staff
- Website documentation and administrative materials

- Deployment of the live website

## **11. PROPOSAL DEADLINE**

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

## **12. PROPOSAL DEADLINE**

The required method of submitting your proposal is electronically through email. Proposals should be sent to [procurement@ysaqmd.org](mailto:procurement@ysaqmd.org). Electronic submissions submitted via email will be acknowledged with a confirmation email receipt.

It is the sole responsibility of the proposer to ensure their proposal reaches the District before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Brielle Jamros at [bjamros@ysaqmd.org](mailto:bjamros@ysaqmd.org) for vendor support.

Bidders/Offerors are cautioned to allow adequate time to ensure timely receipt of their proposals. The District is not responsible for any delays for the Bidder's/Offeror's proposal delivery. Late proposals shall not be accepted, nor shall additional time be granted to any potential Bidder/Offeror.

## **13. ADDENDA**

Any additional information not included in this solicitation which the District finds necessary and material to responding to the RFP will be posted as an addendum on <https://www.ysaqmd.org/about-the-district/announcements/>. Answers to questions submitted shall be considered addenda to the solicitation documents.

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## II. SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the District's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 AM and 4:00 PM., Pacific Time.

The District reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors.

The District is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted on the website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
<b>1</b>	District Issues RFP	April 13, 2026	
<b>2</b>	Deadline for Written Comments from Vendors	April 27, 2026	4:00pm
<b>3</b>	District Issues Responses to Written Comments	May 14, 2026	
<b>4</b>	<b>Deadline Proposals Due</b>	<b>June 4, 2026</b>	<b>4:00pm</b>
<b>5</b>	District Completes Evaluations (Estimated)	June 25, 2026	
<b>6</b>	Tentative Interviews	June 29, 2026	
<b>7</b>	Anticipated Contract Start Date based on Board Approval	Sept. 1, 2026	

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### III. GENERAL INSTRUCTIONS AND INFORMATION

#### A. RFP COORDINATOR

The following RFP Coordinator shall be the main point of contact for this RFP:

RFP Coordinator: Brielle Jamros

Phone: 530-757-3669

E-Mail: [bjamros@ysaqmd.org](mailto:bjamros@ysaqmd.org)

#### B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above, unless otherwise specified in this RFP. Unauthorized contact regarding the RFP with other District employees of the procuring agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing at ...

The District is not responsible for failure of the prospective Bidders/Offerors to check for any solicitation document updates, changes, or answers to questions posted at the District's [website](#). Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the District.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the District for correction or clarification.

#### C. PROPOSAL PREPARATION COSTS

The District shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

#### D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

#### E. PROPOSAL AMENDMENT

The District shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the District formally requests such in writing.

#### F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

#### G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the District,

at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

#### **H. ASSIGNMENT AND SUBCONTRACTING**

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. The District must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

#### **I. PROPOSAL OF ADDITIONAL SERVICES**

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the District.

#### **J. INDEPENDENT PRICE DETERMINATION**

A proposal shall be disqualified and rejected by the District if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a District employee, or any Competitor.

#### **K. INSURANCE**

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment 1, as well as the ones below, before commencing work on the contract. The District is open to negotiating these requirements with the selected contractor(s), prior to contract award.

**Technology Errors and Omissions Liability/Professional Liability** – coverage with limits of \$2,000,000 each occurrence and each loss, and \$4,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks: (i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and (ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the Customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

**Cyber and Privacy Insurance** – coverage with limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, personal information stored or transmitted in electronic form.

**L. LICENSURE**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The District may require any or all Proposers to submit evidence of proper licensure.

**M. RFP AMENDMENT AND CANCELLATION**

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through Beacon. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

**N. RIGHT OF REJECTION**

The District reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and District laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The District reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the District. Where the District waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the District may hold any Proposer to strict compliance with the RFP.

**O. DISCLOSURE OF PROPOSAL CONTENTS**

All proposals become the property of the District, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the District harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the District may disclose the requested information under the CPRA."

**P. PROPOSAL EVALUATION PROCESS**

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

**Q. AWARD OF PROPOSAL**

Award will be made to the Proposer(s) offering the most advantageous proposal(s) after consideration of all Evaluation Criteria set forth below. This criterion is not listed

in any order of preference. The District reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the District after all factors have been evaluated.

Award Evaluation Criteria:

<b>Criteria</b>	<b>Description</b>	<b>Maximum Points</b>
Vendor Qualifications	Experience designing and implementing websites for government agencies or similar organizations	25
Project Approach	Demonstrated understanding of the project and proposed methodology for website design and development	25
Accessibility Compliance	Ability to design and maintain websites that meet ADA and WCAG accessibility standards	20
Technical Capabilities	CMS platform, hosting approach, security, and scalability	15
Cost	Total proposed cost for website design, development, and deployment	15
<b>Total</b>		<b>100</b>

The District reserves the right to hold interviews/discussions with selected finalists, if it is in the best interest of the District to do so. If the District decides to move forward with interviews, a separate set of criteria points will be created and added to the total.

If two or more quotes receive the same number of points, the ranking of these quotes will be determined by the lower cost offer.

**R. AWARD PROCESS**

The District reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The District reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the District reserves the right to add terms and conditions, deemed to be in the best interest of the District, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

The District reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

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## **IV. TERMS AND CONDITIONS**

### **A. QUALIFICATIONS/INSPECTION**

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The District reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

### **B. NON-WAIVER**

The District's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the District.

### **C. FEDERAL, STATE, AND LOCAL LAWS**

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

### **D. GOVERNING LAW**

If an award is made, the contract will be made in the District of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

### **E. NON-DISCRIMINATION**

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

### **F. EXTENSIONS**

The District reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

### **G. COMPLIANCE**

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by District) may be cause for the District to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive District concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

## **H. DEFAULT**

In case of default by the awarded proposer, the District may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the District. The District may also ban selected proposer up to two years from future solicitations for default.

## **I. TERMINATION FOR CONVENIENCE**

The District reserves the right, in its best interest as determined by the District, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

## **J. CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the District for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## **K. ASSIGNMENT/TRANSFER/SUBCONTRACTING**

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the District.

## **L. F.O.B. POINT**

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The District is exempt from Federal Excise and Transportation taxes.

## **M. PROTESTS**

The District encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The District is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

### **1) Protest Procedures:**

**All protests** shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the District's Executive Director/APCO. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of District employee designated as the RFP/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
- g. The form of relief requested.

The contact information for the District's Executive Director/APCO is as follows:

Gretchen Bennett, Executive Director/APCO  
[gbennitt@ysaqmd.org](mailto:gbennitt@ysaqmd.org)

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Executive Director/APCO will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Executive Director/APCO's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

**2) Protest of RFP Specifications/Requirements/Terms & Conditions:**

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the District. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments.

Notice must be clearly marked **"Notice of Protest of Specifications/Requirements/Terms & Conditions."** No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

**3) Protest of Disqualification:**

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked **"Notice of Disagreement."** Companies who fail to do so forfeit all rights in the protest process. It is at the District's discretion to make final determinations for all disqualified protests.

**4) Protest of Award of Contract:**

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked **"Notice of Protest of Award of Contract."** A review may be granted if the

protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the District has no obligation to delay or otherwise postpone an award of a contract based on a protest.

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## V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

### A. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through email. It is the sole responsibility of the proposer to ensure their proposal reaches the [Procurement@ysaqmd.org](mailto:Procurement@ysaqmd.org) email before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Brielle Jamros at [bjamros@ysaqmd.org](mailto:bjamros@ysaqmd.org) vendor support.

Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

### B. REQUIRED PROPOSAL SUBMITTALS

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

- 1) Exhibit "A" – Proposed Project Details and Work Statement
- 2) Exhibit "B" – Qualifications and Experience
- 3) Exhibit "C" – Previous Customer References
- 4) Exhibit "D" – Signature Page
- 5) Exhibit "E" – Non-Collusion and Non-Conflict of Interest Statement
- 6) Exhibit "F" – Exceptions to Sample Contract

### C. REQUIRED PROPOSAL FORMAT

1. The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.
2. The format and content of the Proposal are as follows:
  - a. If provided, **use any forms included in the Exhibits** as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
  - b. Identify the Exhibit Category of the proposal, Proposal number and Proposer name on every page submitted.
  - c. All pages must be numbered sequentially.

[END OF DOCUMENT: PLEASE SEE ALL RELATED ATTACHMENTS AND  
EXHIBITS AS NOTED IN THE TABLE OF CONTENTS.]