CONTRA COSTA COUNTY

REQUEST FOR PROPOSAL (RFP)

FOR

SHADED FUEL BREAK

RFP NO.: 2303-02

ISSUE DATE: MARCH 14, 2023
RFP DUE DATE: MARCH 31, 2023
NO LATER THAN 3:00 P.M. PST

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
REGINA RUBIEOR
CHIEF OF ADMINISTRATIVE SERVICES
4005 PORT CHICAGO HIGHWAY
CONCORD, CALIFORNIA 94520
General Information

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
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## Attachments:
- Contra Costa County General Terms and Conditions
- Exhibit A – Statement of Experience
- Exhibit B – Price Proposal
- Exhibit C – Customer References
- Exhibit D – Anti-Collusion Statement
- Exhibit E – Contra Costa County Business Opportunity Registration Form
- Exhibit F – Map
A. Invitation
The Contra Costa County Fire Protection District (hereinafter, “Con Fire/District”), is seeking a qualified contractor for the Con Fire Lafayette / Walnut Creek Shaded Fuel Break will use fuel reduction modules to reduce/remove excessive woody biomass to approximately 200 acres (Exhibit F – Map).

The project is divided into two distinct operations. The primary fuels reduction effort will consist of two fuel reduction modules each consisting of a hand crew, a chipper, and two medium duty excavators equipped with forestry rotary brush cutters on articulating arms. The excavator’s modules will work from existing fire trails or roads to reduce soil disturbance and will focus on removing ladder fuels and accumulated ground fuels within mechanical reach of a fire trail or road. In areas that the excavators cannot reach work will be accomplished using hand crews and chippers.

Fuels will be reduced to a distance of twice the flame length indicated by the prevalent fuel model for that area in order to ensure the fire trail or road will be effective at slowing or stopping a fire’s spread during Fall Diablo Wind conditions and will provide an anchor point from which fire suppression resources can engage the fire. In these areas treatment methods will be mechanical mastication, hand crew trimming and thinning, and grazing. Grazing portions of this project will be performed with a separate contract. The prescription consists of ladder fuels removed, duff and litter greater than 1” diameter removed or piled for winter burning, concentrations of brush thinned or removed, low hanging branches within 6’ of the ground trimmed.

The second operation will be the limited prescription in tree removal work of all dead, dying, or diseased trees within the identified fuel break. All dead, dying or diseased ground fuels will be removed or piled for winter burning. Cut trees will be removed or chipped on site dependent on size, health of tree, and access. To mitigate brood stratum opportunities for beetles, downed logs will not be left on site in accordance with Forest Practice Rules and BMPs.

The Contractor shall furnish all material, tools, equipment, transportation, supervision, incidentals and labor specified. The District is requesting proposals (RFP) from qualified provide to enter into a service agreement beginning on or around May 1, 2023.
B. Regions Covered
The project is covered throughout the entire County. There are three (3) main regions but not limited to:
1. Eastern Region – Baypoint, Pittsburg, Antioch, Brentwood, Oakley and Discovery Bay
2. Central Region – Walnut Creek, Concord, Lafayette, Clayton, Martinez, and County areas
3. Western Region – El Sobrante, North Richmond and San Pablo

C. Background
Contra Costa County was incorporated in 1850 as one of the original 27 counties of the State of California, with the City of Martinez as the County Seat. It is one of the nine counties in the San Francisco-Oakland Bay Area. The County contains 19 incorporated cities and is the ninth most populous county in California, with its population exceeding 1,000,000 as of January 1, 2011.

Con Fire is seeking to create a list of experienced and qualified licensed contractors to perform a variety of wildland fuels management treatments that will help reduce the risk and/or rates of fire spread. Vegetation types range from a mosaic of oak woodland and savannahs, annual grasslands, brush Monterey Pine stands and Eucalyptus. Project areas may include sensitive habitats with very specific requirements for fuel reduction.

The Contractor shall furnish all material, tools, equipment, transportation, supervision, incidentals and labor specified. The District is requesting proposals (RFP) from qualified contractors to enter into a service agreement beginning on or around May 1, 2023.

Projects can vary depending on the specific grant or project funding sources. Most projects will be for fuel break construction, hazardous fuel removal or preparing areas for piling burning by piling the material or preparing for broadcast burning. The properties upon which wildland fuel mitigation work can consist of both public and private property, undeveloped and developed.

These properties contain all or some of the following:
1. Dead annual grasses and weeds
2. Brush
3. Dead trees
4. Healthy trees that were not maintained to remove ladder fuels
5. Rubbish

Contractor shall be licensed in the state of California and have previous experience in performing similar work. Contractor shall provide a current copy of their Contractor License.

Contractor will be required as part of a service contract to provide proof of insurance as described further in Section Two of this RFP.
D. Calendar of Events

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<th>Date/Time</th>
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<tr>
<td>RFP Release Date</td>
<td>March 17, 2023</td>
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<td>Deadline to submit written questions to</td>
<td>March 22, 2023, no later than 3:00 P.M. PST</td>
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<td>District</td>
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<tr>
<td>Proposal Due Date</td>
<td>March 31, 2023, no later than 3:00 P.M. PST</td>
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<td>Contract Award and Project Begin Date</td>
<td>May 1, 2023</td>
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E. Vendor Registration
Firms must be registered with the County. See Exhibit E attached.

F. Questions

All requests for clarifications, questions, or other communications about this RFQ must be made in writing via e-mail, or U.S. Mail, for receipt no later than 3 p.m. (Pacific Time) on March 22, 2023. Address all communications to the person listed below. To ensure that requests for clarifications and questions are received and answered in a timely manner, e-mail correspondence is preferred.

Responses will be summarized and posted at [https://www.cccfpd.org/business-with-con-fire/](https://www.cccfpd.org/business-with-con-fire/) without identifying the original source of the question.

Firms should rely only on written statements issued by:

Regina Rubier, Chief of Administrative Services
Contra Costa County Fire Protection District
4005 Port Chicago Highway, Concord, CA 94520 Phone: (925)941-3300 X1205; Email rrubi@cccfpd.org
II Qualifications and Requirements

To be considered for full evaluation and possible award, Responders MUST meet the threshold minimum qualification requirements listed in the following:

A. Provide a signed letter of transmittal briefly stating the proposer’s understanding of the work to be done, the commitment to perform the work, a statement as to why the firm believes itself to be best qualified to perform the project and a statement signed by an authorized employee that the proposal is a firm and irrevocable offer for thirty (30) days.

B. Description of experience providing wildland fuel management, tree removal and hazard abatement services.

C. Three references from past clients. Include name, title, agency, phone and email address.

D. Proof of Commercial General Liability Insurance: Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action for bodily injury, death, personal injury and property damage which may arise out of the operations of the contractor (with coverage at least as broad as ISO form CG 00 01 01 96) and in an amount not less than $1,000,000 per occurrence/$2,000,000 aggregate.

E. Proof of Workers’ Compensation Insurance: If Contractor employs any person, Contractor shall maintain Statutory Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Contractor.

F. Proof of Automobile Liability Insurance: Contractor shall maintain automobile liability insurance (with coverage at least as broad as ISO form CA 00 01 07 97, (for “hired and non-owned auto”) for the term of this Agreement covering any loss of liability, including the cost of defense of any action, arising from the operation, maintenance or use in an amount not less than $1,000,000 per accident for bodily injury and property damage. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

G. Must have a minimum of five staff members with experience in wildland fuel management, tree removal and hazard abatement services.

H. Ability to respond quickly to last-minute requests for wildland fuel management, tree removal and hazard abatement services.

I. Able to demonstrate extensive experience with fire crews such as Con Fire or other local fire departments, CAL FIRE, and County fire department.

J. Experience working with local open space and municipalities desired.
III Instructions to Respondents

A. Proposal Submission

Response to this RFP MUST deliver one original, four (4) additional printed copies, and an electronic copy (saved to a flash drive) of their proposals no later than 3 p.m. (Pacific Time) on March 31, 2023 to:

Regina Rubier, Chief of Administrative Services
Contra Costa County Fire Protection District
4005 Port Chicago Highway
Concord, CA 94520

Contact Information: (925)941-3300 X1205
rrubl@cccfpd.org

➢ Late submittals WILL NOT be accepted – NO EXCEPTION
➢ Fax submittals WILL NOT be accepted – NO EXCEPTION

B. Proposal Format

All proposals shall follow the same format. No exceptions to this format. To be accepted for evaluation, the proposal format shall address all required components in order. All proposals shall include the following components:

1. Cover Letter – Signed by an authorized person.
2. Proposal – describing specific capabilities, approaches and proposed methodologies that demonstrate a clear understanding of the specifications detailed in Section V under Scope of Works.
3. Resume – of key personnel who will supervise this project
4. Statement of Experience – See Exhibit A
5. Price Proposal – See Exhibit B
6. Customer References and Letters of Recommendations – See Exhibit C
7. Anti-Collusion Statement – See Exhibit D
8. Immigration Status Statement – See Exhibit E
9. Contra Costa County Business Opportunity Registration Form – See Exhibit F
10. Federal, State and Local business permits and licenses
11. List of equipment and tools

C. Customer References

Respondents shall provide a minimum of three (3) letters of references. Each letter must include the name of the firm, description of services that were provided, and the date of services and the contract amount for projects similar to the services requested in this RFP. See attached Exhibit C.
D. **Licenses and Permits**
Respondents shall possess all licenses, registrations, permits and manufacturer’s certificate required by the State of California and the County of Contra Costa. Such certificates, licenses and permits are to be submitted to the County with the proposal or prior to the contract signing date.

E. **Proposal Expenses**
Respondents shall be fully responsible for all costs incurred in the development and submission of this RFP.

F. **Interpretation**
Should any discrepancies, omissions, or doubt as to their meaning be found in the RFP specifications or requirements, the Respondent shall notify the District in writing via e-mail at rrubi@cccfpd.org. The District will send written instructions or addenda to all participants in the RFP process. Con Fire shall not be responsible for oral interpretations.

G. **Reservations**
The District reserves the right to do the following at any time and for its own convenience, at its sole discretion:
- To reject any and all proposals without indicating any reasons for such rejection,
- Terminate this RFP and issue a new Invitation for Bid anytime thereafter,
- Extend any or all deadlines specified in the RFP, including deadlines for accepting bids by issuing an Addendum at any time prior to the deadline for receipt of responses to the RFP,
- Procure any services specified in the RFP by other means,
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or other data available to the County. Such disqualification is at the sole discretion of the District,
- Reject the proposal of any Respondent that is in breach of or in default under any other agreement with the District,
- Reject any Respondent deemed by the District to be non-responsive, unreliable, unqualified or non-responsible.

H. **Subcontract and Assignment**
The Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the District, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under the Contract, or before the Contractor may assign the Contract or monies due or to become due, by operation of law or otherwise.
I. Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via the District’s website ([https://www.cccfpd.org/business-with-con-fire/](https://www.cccfpd.org/business-with-con-fire/)).

IV Evaluation and Selection Process

A. Selection Process

The proposal should give clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on the requirements listed below. Each proposal will be independently evaluated by a selection committee. The committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews and presentations with some or all of the proposers.

Proposers will be evaluated for selection based on their overall responsiveness and ability to meet listed requirements of the RFP. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation. A Respondent must, therefore, be acceptable in all matrices to be eligible for an award of a contract. Emphasis will be placed on the following criteria:

- Company experience, track record and staffing
- Company experience in similar projects
- Key personnel qualifications
- Customer references
- cost

B. Non-Conforming Submissions

Any submission may be construed as a non-conforming Proposal and ineligible for consideration if it does not comply with the requirements of the RFP. Failure to comply with the technical features is a common cause for holding a proposal non-conforming.

C. Agreement Period

The initial term of any agreement awarded as a result of this RFP will be for three (3) years with one (1) one-year possible annual renewals upon the mutual agreement of the contractor and the County. Should the Contract expire, service shall continue on a month-to-month basis until a new Agreement has been executed or either party terminates upon thirty (30) days written advance notice.
D. Proposals are Public Records

California Government Code Section 6250, the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon request and that any resident has a right to inspect any public record, unless the document is exempted from disclosure.

Unless otherwise compelled by a court order, the County will not disclose any proposal while the County conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the County either awards an agreement to a successful Proposer, or rejects all proposals, the County shall consider each proposal subject to the public disclosure requirements of the California Public Records Act. Each Proposer is hereby informed that, upon submittal of its proposal to the County in accordance with this RFP, the proposal becomes the property of Contra Costa County.

E. Protest Procedures

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the attention of:

Lewis Broschard, Fire Chief
Contra Costa County Fire Protection District
4005 Port Chicago Highway
Concord, CA 94520
V Scope of Work

The Contractor in accordance with Con Fire Ordinance 2023-07, project scope of work, all environmental documents and any other project requirements, shall perform Wildland fuel management work. The following fuel management provisions shall be accomplished by the Contractor as part of the services provided to the District:

- Reducing ladder and surface fuels, such as pruning low hanging tree limbs, removing dead and downed branches, fallen logs and removing understory vegetation.
- Ability to staff a hand crew of a minimum of 10 person to a maximum of 15 person.
- Removing large, hazardous or diseased trees or limbs in sensitive/technical areas.
- Chipping brush and trees of varying size.
- Thinning of forest stands up to a specific DBH or spacing between trees.
- Falling and reducing various live or dead trees, including Eucalyptus and Monterey Pine.
- Hand cutting or masticating brush.
- Mowing or weed-eating grass.
- Working around sensitive habitat areas.
- Consolidate cut material, move or cover up and prep vegetation for future burn piles or chipping.
- Installing erosion control or water quality control measures (slit fencing), if needed.

VI Invoicing and Payments

A. Payment Terms
Contractor shall submit a correct and complete invoice(s) to the County after the County accepted the deliverables. Payment terms are Net 30 days or best offer, after receipt of correct invoice.

B. Invoices shall consist of:

1) Pricing - Prices offered by the proposer shall be firm fix and not subject to increase during the term of any contractual agreement arising between the County and the successful proposer as a result of this RFP, unless otherwise stated.

2) Proposal Pricing and Payments - All proposals must include hourly costs to complete the tasks described in the project scope. Pricing shall be listed for each of the items listed in section three and any other service that can be provided that fall in line with wildland fuel management.

All costs and fees must be clearly described in the proposal.
Attachments:
Contra Costa County General Terms and Conditions
1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
   
   a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

   Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

   This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.
5. **Termination and Cancellation**

   a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

   a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than $100,000 and this Contract was executed by the County’s Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County’s Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**

   a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

   b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers’ compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a “Statement of Economic Interest” form and file it with County and will require any other person doing work under this Contract to complete a “Statement of Economic Interest” form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so
employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney’s fees and costs. Contractor’s obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all...
services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor’s insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

b. **Workers’ Compensation.** Contractor must provide workers’ compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** No later than five days after Contractor’s receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor’s insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor’s insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor’s failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice
requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, consultants, and other agents in connection with this Contract are “works made for hire” (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County’s prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.**

   a. If Contractor expends $750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.

   b. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

   c. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate
officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.
Exhibit A
Statement of Experience

SECTION A

Business Name: __________________________________________  Phone #: _____________________
Address: _____________________________________________________________________________
City: ________________________________________________________________________________ State: ________ ZIP: _____________
Federal Tax ID #: ____________________________ Business License #: _______________________

Business Status:

_____ Non Profit Corporation
_____ Corporation  State of Incorporation:_____________________
_____ General Partnership
_____ Limited Partnership
_____ Sole Proprietorship

Other: __________________________

Name and title of an Officer or owner authorized to sign this proposal and any contract with the County
that may result.

Name: ____________________________________________  Title: __________________________

SECTION B

Number of years in business under present business name: ________________________________

Other Business Name(s): ________________________________________________________________

Number of years under prior name if any: _________________________________________________
SECTION C

Number of years of experience in providing required, equivalent, or related projects: _______________

SECTION D

Similar services/projects completed during the last five years?

<table>
<thead>
<tr>
<th>Period</th>
<th>Services</th>
<th>$ Amount Paid</th>
<th>Location</th>
<th>Agency Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 -</td>
<td></td>
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<td></td>
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<tr>
<td>2 -</td>
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<td>4 -</td>
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<td>5 -</td>
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</tbody>
</table>

SECTION E

Have you, or your agency failed or refused to complete a contract?  _____ YES  _____ No

If yes, explain: _________________________________________________________________________
_____________________________________________________________________________________

SECTION F

Is your firm authorized to do business in the State of California?  _____ Yes  ______ No

SECTION G

Is your firm a State of California registered small business?  _____ Yes  _____ No

SECTION H

Is your firm local Business?  _____ Yes  _____ No
SECTION I

Explain any litigation similar to the services requested by this proposal involving you, or your agency, or any principal officer(s) thereof:

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

SECTION J

Has your company filed any written declaration for bankruptcy protection, a potential merger or acquisition, office closure, pending lawsuits, financial loss that might affect your ability to perform under the contract? _________ Yes _________ No (if yes, please explain): _____________________

_______________________________________________________________________________

_______________________________________________________________________________

___________________________________________________________________________________

SECTION K

License Provisions

Has your company changed names or license numbers in the past 10 years? If so, please state reason for change.

Yes_____ No_____ 

Reason __________________________________________________________

_____________________________________________________________________

SECTION L

List the names and titles of the key personnel who would be assigned to the Project.

<table>
<thead>
<tr>
<th>Name</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________________________</td>
<td>_______________</td>
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<td>___________________________</td>
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<tr>
<td>___________________________</td>
<td>_______________</td>
</tr>
</tbody>
</table>

SECTION M

List all required business and professional licenses that pertain to this Project:

<table>
<thead>
<tr>
<th>License Number</th>
<th>Type</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______________</td>
<td>_____</td>
<td>_______________</td>
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<td>_______________</td>
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<td>_______________</td>
</tr>
</tbody>
</table>

SECTION N

Do you and your agency agree to provide additional information as required by the County to make an informed determination of qualifications?    ______ Yes    _____ No

By signing this Statement of Experience, you are certifying that all information provided on this form and contained within your proposal are true, and you acknowledge that if the proposal contains any false statements, the County may declare any contract or agreement made as a result of the proposal to be void.

Signature: ____________________________________________ Date: ______________________

Authorized Name: ________________________________ Title: _____________________________
Exhibit B
Price Proposal

(Vendor to Insert based on Proposal to District)
### Exhibit C

**Customer References**

<table>
<thead>
<tr>
<th>Government Agency:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Tel. Number:</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Email Address:</td>
</tr>
<tr>
<td>Services Provided / Date(s) of Service:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<tr>
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</tbody>
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<td>Email Address:</td>
</tr>
<tr>
<td>Services Provided / Date(s) of Service:</td>
<td></td>
</tr>
</tbody>
</table>

Firm Name: _____________________________________________________________

Authorized Name: _________________________ Title: _________________

Authorized Signature: _________________________ Date: ________________
Exhibit D
Anti-Collusion Statement

By signing this form, the Bidder agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud.


NAME OF FIRM: ______________________________________________________________

[Sign in ink in the space provided below]

SIGNED BY: _________________________________________________________________

TITLE: ______________________________________________________________________

ADDRESS: __________________________________________________________________

CITY & STATE: _______________________________________________________________

TELEPHONE: __________________________________________________________________
Exhibit E
Contra Costa County Business Opportunity Registration Form
Contra Costa County Business Opportunities

REGISTRATION AND CERTIFICATION FORM

If you are interested in receiving information regarding upcoming business opportunities with Contra Costa County, please fill out the form below. Your information will be included in the County’s SBE and Outreach Databases and used by County departments to: 1) notify you regarding upcoming contracting and bidding opportunities and/or 2) certify your firm as a Small Business Enterprise (if applicable).

SECTION 1 – CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Name of Firm (Print)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address (City, State)</th>
<th>(Zip Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address (City, State)</th>
<th>(Zip Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Numbers (Check preferred)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Phone Number</td>
</tr>
<tr>
<td>( )</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail</th>
<th>Employer Identification # (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2 – WORK CONDUCTED BY FIRM (Generally describe what your firm does)

<table>
<thead>
<tr>
<th>Vendor/Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consultant/Service Provider</th>
</tr>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Construction</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Other (If none of the above categories apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

SECTION 3 – DESCRIPTION OF BUSINESS

Description of Business Type (Check all that apply):

- **Small Business Enterprise (SBE)** – independently owned and operated; cannot be dominant in its field of operation; must have its principal office located in California; must have its owners (or officers in the case of a corporation) domiciled in California; AND together with affiliates, be either: a business with 100 or fewer employees, an average annual gross receipts of $14 million or less over the previous three tax years, or a manufacturer with 100 or fewer employees.

- **Minority Business Enterprise (MBE)** - at least 51% owned and managed on a daily basis by one or more minorities who are citizens or lawful permanent residents of the United States and member(s) of a recognized ethnic or racial group AND its home office is located in the United States.

- **Women Business Enterprise (WBE)** - at least 51% owned and managed on a daily business by one or more women who are citizens or lawful permanent residents of the United States AND its home office is located in the United States.

- **Disadvantaged Business Enterprise (DBE)** - at least 51% owned and managed on a daily business by socially- and economically-disadvantaged individuals (pursuant to Section 3 of the Small Business Act). DBE certifications are used only for state- or federally-funded projects that have DBE goals or requirements.

- **Disabled Veteran Business Enterprise (DVBE)** - at least 51% owned and managed on a daily basis by one or more disabled veterans of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California; AND a sole proprietorship corporation or partnership with its home office located in the United States that is not a subsidiary of a foreign firm.

- **Local Business Enterprise (LBE)** - principal place of business is located within the boundaries of Contra Costa County.

- **None of the above**
Contra Costa County Business Opportunities

REGISTRATION AND CERTIFICATION FORM

SECTION 4 – CERTIFICATION BY OTHER AGENCIES

<table>
<thead>
<tr>
<th>State-Certified SBE:</th>
<th>Yes ☐ No ☐</th>
<th>State Certification #:</th>
</tr>
</thead>
</table>

If “Yes,” please attach documentation.

Are you certified with any other agencies as a: Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Disabled Veteran Business Enterprise (DVBE), or Disadvantaged Business Enterprise (DBE): Yes ☐ No ☐

If “Yes,” please list agency AND attach documentation:

SECTION 5 – ACKNOWLEDGEMENT OF COUNTY’S USE OF BUSINESS INFORMATION

The undersigned acknowledges and agrees that the information provided in this form may be included in the SBE and Outreach databases maintained by or for the County, including the e-Outreach system described below.

SECTION 6 – UPDATING CONTACT INFORMATION AND BUSINESS STATUS

Firms interested in business opportunities with Contra Costa County are strongly encouraged to register on the e-Outreach system maintained for the County at: https://www.bidsync.com. Although the information contained in this form will be added to that system, firms are encouraged to register and update their information on the above website to 1) provide more detailed information regarding their area of work, and 2) ensure that they continually receive notices about business opportunities with Contra Costa County.

Your firm’s registration with Contra Costa County will be valid for three years from the date this form is entered into the County’s database. After that three-year period, your firm will be required to either confirm or update the information contained herein.

SECTION 7 – CERTIFICATION OF BUSINESS INFORMATION

The undersigned certifies and swears under penalty of perjury that all information contained in this form is true and correct. Any material misrepresentation will be grounds for terminating any purchase orders or contracts which may be or have been awarded as well as deleting the business from the online SBE and Outreach databases maintained by the County and the County’s database contractor.

By ___________________________ Print Name ___________________________

__________________________ Title ___________________________

__________________________ Signature ___________________________

__________________________ Date ___________________________

Return this Self-Certification Form to: Contra Costa County
Public Works, Purchasing Division
255 Glacier Drive
Martinez, CA 94553
Fax: 925-313-2150

For clarification or assistance with this form, please contact: Contra Costa County
Purchasing Division
Phone: 925-313-2157