

# **COUNTY OF SANTA CLARA, CALIFORNIA**



**REQUEST FOR PROPOSAL #PHD-09-06  
FOR  
CONSULTANT FOR RFP WRITING SERVICES  
OF THE COUNTY OF SANTA CLARA AND ITS RELATED ENTITIES  
June 16, 2009**

**PROPOSALS DUE:  
July 1, 2009 by 3:00 P.M. PACIFIC TIME**

**PUBLIC HEALTH DEPARTMENT  
976 LENZEN AVENUE, 2<sup>ND</sup> FLOOR  
SAN JOSE, CA 95126**

**CONTACT: COLLEEN MARTIN  
408-792-5186  
COLLEEN.MARTIN@HHS.SCCGOV.ORG**

# TABLE OF CONTENTS

|                                           | PAGE |
|-------------------------------------------|------|
| I. INTRODUCTION                           | 2    |
| II. CONDITIONS GOVERNING THE PROCUREMENT  | 6    |
| III. RESPONSE FORMAT AND ORGANIZATION     | 13   |
| IV. REQUIREMENTS AND APPLICANT SUBMITTALS | 16   |
| V. EVALUATION                             | 20   |

## **EXHIBITS**

EXHIBIT A – SAMPLE AGREEMENT

EXHIBIT B – PROPOSAL COST RESPONSE FORM

EXHIBIT C – NON-COLLUSION DECLARATION

EXHIBIT D – INDEMNITY AND INSURANCE REQUIREMENTS

## **I. INTRODUCTION**

### **A. OVERVIEW**

The Santa Clara County Public Health Department, Emergency Medical Services (EMS) Agency, is currently seeking proposals from qualified individuals and organizations with the expertise to assist the Santa Clara County EMS Agency in developing a request for proposals (RFP), with appropriate Emergency Medical Services System stakeholders, for the solicitation of an Exclusive Operating Area ambulance proposal. The EMS Agency has developed an Abstract that includes desired RFP components from the County and EMS System Stakeholders ; the consultant is responsible for reviewing the content for financial and operational feasibility.

The County is prepared to execute an Agreement with the successful respondent to this RFP.

### **B. BACKGROUND / PROJECT INFORMATION**

The Santa Clara County Emergency Medical Services Agency/Public Health Department awarded the Exclusive Operating Area (EOA) agreement for 911 ambulance services to the current service provider in October of 2001. This agreement expires on June 30, 2011. In preparation for conducting a competitive selection process for a vendor to provide services starting July 1, 2011 and in accordance with California State Guidelines Publication 141 – “Competitive Process for Creating Exclusive Operating Areas, the EMS Agency developed an “abstract” of desired system components and practices for the EMS System Stakeholders’ (fire departments, EMS Committee, EMS Advisory groups, city managers, etc.) review. The abstract document will be provided to the consultant for review and integration into a formal Request for Proposals.

The consultant must have significant experience in evaluating and assisting large emergency medical services systems with design, monitoring, compliance, and vision development. The consultant will be required to review and make recommendations that must be relevant and applicable for ten years from the contractor award.

Due to the complexities of the Santa Clara County EMS System, it is essential that the consultant have significant experience in working with emergency medical services systems, exclusive 911 ambulance contracts, public-private partnerships, hold a sound understanding of financial and operational solubility of EMS System, and possess outstanding customer service skills.

The Santa Clara County EMS System is stakeholder driven with outstanding participation from all EMS providers within the County. It is the desire of the EMS Agency to insure that the consultant will integrate existing stakeholder efforts into a comprehensive RFP document.

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

1. Upon review of the working “abstract” document provided by the EMS Agency make appropriate recommendations for financial and operational viability and system integration.
2. Collaborate with EMS system stakeholders to research specific funding initiatives to determine if such information should be included in the RFP.
3. Based on emerging local, state and federal trends in Exclusive Operating Area contracts, make recommendations for inclusion to the RFP.
4. Conduct stakeholder RFP development workshops, focused concept meetings, and other meetings as requested.
5. Develop a RFP consistent with Santa Clara County Board Policies on Contracting and Bidding.
6. Based on EMS Agency’s recommendations, consultant shall develop and manage the RFP process.

### **D. DELIVERABLES AND MILESTONES**

| Activity                                                   | Description                                                                                                | Estimated Timeline   |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------|
| Review Abstract RFP components provided by the EMS Agency. | <ul style="list-style-type: none"> <li>Provide recommendations for modification as appropriate.</li> </ul> | September 2009       |
| Coordinate Stakeholder                                     | <ul style="list-style-type: none"> <li>Coordinate stakeholder RFP</li> </ul>                               | September – November |

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>Participation in the Development Process</b>              | <p>development workshops between August – November 2008.</p> <ul style="list-style-type: none"> <li>• Integrate various first responder funding concepts provided by the stakeholders.</li> <li>• Evaluate for financial and operational sustainability.</li> </ul>                                                                                                                                                   | 2009                      |
| <b>Develop a Request for Proposals for Ambulance Service</b> | <ul style="list-style-type: none"> <li>• Integrate Abstract components into a County request for proposals.</li> <li>• Integrate appropriate stakeholder input into the RFP.</li> <li>• Coordinate RFP development with County procurement and EMS Agency.</li> <li>• Conduct an operational and financial review of the proposal prior to production.</li> <li>• Provide recommendations for RFP content.</li> </ul> | September – December 2009 |
| <b>Implement the Ambulance RFP Process</b>                   | <ul style="list-style-type: none"> <li>• Coordinate with County Procurement.</li> <li>• Develop and implement a proposal review process.</li> <li>• Assist with recruitment of bidders.</li> </ul>                                                                                                                                                                                                                    | October 2009 – May 2010   |

## **E. PERFORMANCE STANDARDS**

The selected vendor's performance will be evaluated upon the following performance measures:

- Quality of all deliverable projects and final products
- Staffing capacity to meet deliverables and final products
- Timeliness of all deliverable projects and final products
- Applicability of all project deliverables and final products

**Performance will be measured by a review of completed work products and timely delivery of project deliverables as outlined in the scope of work.**

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the anticipated schedule for the procurement and describes the procurement events as well as the conditions governing the procurement.

### **A. SEQUENCE OF EVENTS AND CONTACT INFORMATION**

The Procurement Officer will make every effort to adhere to the following anticipated schedule:

|    | <b>Action</b>                                                              | <b>Date</b>                |
|----|----------------------------------------------------------------------------|----------------------------|
| 1. | Issue of RFP                                                               | 06/16/2009                 |
| 2. | Deadline To Submit Written Questions                                       | 06/19/2009 by<br>5:00 p.m. |
| 3. | Response to Written Questions/RFP<br>Amendments (Addendum)                 | 6/23/2009 by<br>5:00 p.m.  |
| 4. | Submission of Proposals                                                    | 7/1/2009 by<br>3:00 p.m.   |
| 5. | Proposal Evaluation, Selection of Short<br>List, and Interviews (Optional) | 7/1/2009–<br>7/17/2009     |
| 6. | Selection of Finalist                                                      | 7/21/2009                  |
| 7. | Final Negotiations, BAFO (Best and Final<br>Offer), and finalize contract  | 7/22/2009 –<br>7/31/2009   |
| 8. | Contract Award                                                             | 9/1/2009                   |

### **PROCUREMENT OFFICER/POINT OF CONTACT:**

The County has designated a Procurement Officer who is responsible to conduct this procurement whose name, address and telephone number are listed below:

Colleen Martin  
Public Health Department  
Contracts and Compliance Office  
976 Lenzen Avenue, 2<sup>nd</sup> Floor  
San Jose, CA 95126

Telephone: 408-792-5186

E-mail: Colleen.Martin@hhs.sccgov.org

All deliveries via express carrier should be addressed as follows:

Colleen Martin, RFP #PHD 09-06  
Public Health Department  
Contracts and Compliance Office  
976 Lenzen Avenue, 2<sup>nd</sup> Floor  
San Jose, CA 95126

Any inquiries or request regarding this procurement should be submitted to the Procurement Officer in writing. Applicants may contact ONLY the Procurement Officer regarding this procurement. Other County employees do not have the authority to respond on behalf of the County.

**B. EXPLANATION OF EVENTS**

**1. ISSUE OF RFP**

This RFP is being issued by the Public Health Department. Copies of this RFP including supporting documents may be obtained from Bid Sync web site at [www.bidsync.com](http://www.bidsync.com).

**2. PRE-PROPOSAL CONFERENCE**

There will be no pre-proposal conference for this RFP.

**3. DEADLINE TO SUBMIT WRITTEN QUESTIONS**

Potential Applicants may submit written questions via [www.bidsync.com](http://www.bidsync.com) as to the intent or clarity of this RFP until 5:00 P.M. Pacific Time as indicated in Paragraph II.A. The Procurement Officer will not respond to questions submitted in any other manner or format.

**4. RESPONSE TO WRITTEN QUESTIONS/RFP AMENDMENTS**

Written responses to written questions and any RFP changes will be issued as an addendum and posted on [www.bidsync.com](http://www.bidsync.com).

The County reserves the right to post addenda until the RFP closing date and time.

5. **SUBMISSION OF PROPOSAL**

**PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 P.M. PACIFIC TIME ON 7/1/2009.** Proposals are to be received at the place listed below. All received proposals will be time stamped.

All deliveries via express carrier should be addressed as follows:

Colleen Martin, RFP #PHD 09-06  
Public Health Department  
Contracts and Compliance Office  
976 Lenzen Avenue, 2<sup>nd</sup> Floor  
San Jose, CA 95126

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to "RFP #PHD-09-06." Proposals submitted by facsimile or electronically will not be accepted.

6. **INCURRING COST**

This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

**CLAIMS AGAINST THE COUNTY:** Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).

**7. GUARANTEE OF PROPOSAL**

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one-hundred and eighty (180) days after the due date for receipt of proposals or one-hundred eighty (180) days after receipt of a best and final offer, if one is submitted.

**8. BASIS FOR PROPOSAL**

Only information supplied by the County in writing or in this RFP should be used as the basis for the preparation of Applicant proposals.

**9. FORM OF PROPOSALS**

No oral, telephone, facsimile or electronic proposals will be accepted.

**10. LATE RESPONSES**

All proposals submitted in response to this RFP must be delivered in person or received via courier or mail no later than the RFP due date and time. The Public Health Department time and date stamp will be the basis of determining receipt of proposal.

**11. NO PUBLIC PROPOSAL OPENING**

There will be no public opening for this RFP.

**12. CALIFORNIA PUBLIC RECORDS ACT (CPRA)**

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the Public Records Act (PRA, California Government Code section 6250 and following). If proprietary information is contained in or attached to the written proposal, and Applicant claims that it falls within one or more PRA exemptions, the proposal must clearly identify the “proprietary” or “confidential” information. In the event of a PRA request for such information, the County will ask Applicant to provide a legal basis for exempting it under the PRA. If the Applicant provides an adequate legal basis to keep the information confidential, the County will request the

Applicant agree in writing to defend and indemnify the County in any litigation that may result from denial of a PRA request. Unless Applicant responds timely and agrees to do so, the County will disclose the information under the PRA.

**13. CONFIDENTIALITY**

All data and information gathered by the Applicant and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the Applicant and its agents as confidential. The Applicant and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by an Applicant to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA.

**14. ELECTRONIC MAIL ADDRESS**

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Applicants agree to provide the Procurement Officer with a valid e-mail address to receive this correspondence.

**15. USE OF ELECTRONIC VERSIONS OF THE RFP**

This RFP is being made available by electronic means. If accepted by such means, the Applicant acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Applicant's possession and the version maintained by the Public Health Department, the version maintained by the Public Health Department must govern.

**16. COUNTY RIGHTS**

The County reserves the right to do the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection.
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation.
- c. Request that Applicants supplement or modify all or certain aspects of their proposals or other documents or materials submitted.
- d. Terminate the RFP, and at its option, issue a new RFP.
- e. Procure any equipment or services specified in this RFP by other means.
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals.
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals.
- h. Negotiate with any or none of the Applicants.
- i. Modify in the final agreement any terms and/or conditions described in this RFP.
- j. Terminate failed negotiations with an Applicant without liability, and negotiate with other Applicants.
- k. Disqualify any Applicant on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County.
- l. Eliminate, reject or disqualify a proposal of any Applicant who is not a responsible Applicant or fails to submit a responsive offer as determined solely by the County.
- m. To accept all or a portion of an Applicant's proposal.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Applicants shall submit only one proposal.

An Applicant may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The County personnel will not merge, collate, or assemble proposal materials.

Applicants will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Applicant must submit a written withdrawal request signed by the Applicant's duly authorized representative addressed to the Procurement Officer.

#### **B. NUMBER OF COPIES**

Applicants must provide one (1) original and five (5) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals. The original must be stamped "original" and contain original signatures on the necessary forms.

All of the original binders must be stamped "original". Original Binder must contain all of the required signatures from the Applicant. The remaining sets should be copies of the originals.

Applicants must also provide two (2) electronic copies of their proposal in CD-ROM format, prepared using Microsoft Office applications. The CD shall be included in the original Binder.

#### **C. PROPOSAL FORMAT**

All proposals shall be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Standard one-inch margins should be applied and a 12-point standard (e.g. Times New Roman or Palatino) font shall be used. Hard copies should utilize both sides of the paper where practical.

**1. LETTER OF TRANSMITTAL**

Each proposal received must include a letter of transmittal. The letter of transmittal **MUST**:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Be signed by the person authorized to contractually obligate the organization;
- f. Acknowledge receipt of any and all addenda to this RFP; and identify all sections of the proposal that the Applicant claims contain “proprietary” or “confidential” information.

**2. PROPOSAL ORGANIZATION**

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

- Tab 1 - Letter of Transmittal
- Tab 2 - Table of Contents
- Tab 3 - Executive Summary
- Tab 4 - Applicant Experience/Information
- Tab 5 - Financial Stability/Applicant's Financial Information
- Tab 6 - Past Performance References
- Tab 7 - Project Requirements
- Tab 8 - Writing Sample
- Tab 9 - Indemnity & Insurance Requirements
- Tab 10 - Non-Collusion Declaration

Tab 11 - Response to County Terms & Conditions  
Tab 12 - Applicant's Additional Terms and Conditions  
Tab 13 - Applicant's Proposal Cost Response Form  
Tab 14 - Magnetic Media (CDs)

**3. PROPOSAL PREPARATION INSTRUCTIONS**

Within each section of their proposal, Applicants should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.

## **IV. REQUIREMENTS AND APPLICANT SUBMITTALS**

This section contains requirements and relevant information Applicants should use for the preparation of their proposals. Applicants should thoroughly respond to each requirement.

### **A. APPLICANTS CORPORATE INFORMATION**

#### **1. EXECUTIVE SUMMARY**

Include an executive summary which should be a one or two page summary intended to provide the Evaluation Committee with an overview of the significant business features of the proposal.

#### **2. APPLICANT EXPERIENCE/INFORMATION**

The Applicant shall include in their proposal a statement of relevant experience. The Applicant should thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of subcontractors, if applicable in providing the proposed service. In addition, Applicants are required to provide the following information:

- a. Applicants shall provide the company name, business address, including headquarters and all local offices, and telephone numbers.
- b. Applicants shall provide a description of the Applicant's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.
- c. Applicants shall provide the name of the jurisdiction in which the Applicant is organized and the date of such organization.
- d. Applicants shall provide a description of their experience working with a public agency of a similar size and magnitude as the County of Santa Clara in the last three years. List must include name of the agency, client and contact information.

- e. Applicants shall provide a description of their experience in developing request for proposal (RFP) documents and should include a list of projects completed within the last three years relevant to scope of work described in Section I.
- f. Applicants should describe their experience in working with emergency medical services specifically in evaluating and assisting large emergency medical services systems with design, monitoring, compliance, and vision development.
- g. Provide a complete disclosure if Applicant, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination.
- h. A list of any lawsuits filed against the Applicant, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits. Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending.

**3. FINANCIAL STABILITY/APPLICANT FINANCIAL INFORMATION**

Applicant shall submit copies of the most recent years independently audited financial statements, as well as those for the preceding three years, if they exist. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the Applicant, the Applicant shall state the reason and, instead, submit sufficient information such as the latest Dun and Bradstreet report to enable the Evaluation Committee to determine the financial stability of the Applicant. The Procurement Officer may request and the Applicant shall supply any additional financial information requested in a timely manner.

**4. PAST PERFORMANCE (REFERENCES)**

The Applicant's proposal shall include three different external references from clients who have completed their projects in the last three years, who are willing to validate the Applicant's past performance on similar projects of size and scope. The minimum information that shall be provided for each client reference follows:

1. Name of the contact person;
2. Name of the company or governmental entity;
3. Address of the contact person;
4. Telephone number of contact person;
5. Email address of the contact person;
6. A description of the services provided and dates the services were provided.

**B. PROJECT REQUIREMENTS**

A narrative statement with a comprehensive response to all project requirements as outlined in Section I of the RFP, with details of activities and methodology to accomplish these project requirements.

1. Applicants shall include a proposed timeline for the anticipated project activities.
2. Applicants shall provide resumes, experience narratives and at least one reference for each key personnel who will be assigned to the project, if awarded the contract.
3. Identify County staffing and resource requirements to work on project, to participate in discussion groups or focus groups and time commitment required.
4. How will the security and confidentiality of the information collected be maintained by the applicant? Discuss the firm's philosophy and approach to maintaining the security, privacy, and integrity of customer information that the Applicant will have access to during the project.

**D. WRITING SAMPLE**

Applicants shall submit a writing sample of work completed in the past three years. The sample shall be similar to the project described in Section I of the RFP.

**E. COST PROPOSAL**

Applicant shall complete Exhibit B - Cost Proposal Form and provide detailed information as requested.

**F. OTHER SUBMITTALS**

**1. INSURANCE REQUIREMENTS**

Applicants shall provide a certificate(s) of insurance or a copy insurance declaration page(s) with their proposals as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in the RFP. **In addition, Applicants shall provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance policies making the County an additional insured.**

**2. NON-COLLUSION DECLARATION**

Applicants shall complete and submit with their proposal the Non-Collusion Declaration with their proposals.

**3. RESPONSE TO AGENCY TERMS AND CONDITIONS**

Should an Applicant object to any of the County's terms and conditions, as contained in Exhibit A, the Applicant must propose specific alternative language and indicate the reason for the objection. The County may or may not accept the alternative language. General references to the Applicant's terms and conditions or attempts at complete substitutions are not acceptable to the County. Applicants must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

**4. APPLICANT'S ADDITIONAL TERMS AND CONDITIONS**

The Applicant must submit with their proposal any additional terms and conditions that they expect to have included in the contract negotiated with the County. Applicants must provide specific proposed wording and a brief discussion of the purpose and impact, if any.

## V. EVALUATION

### A. EVALUATION FACTORS

The **Evaluation Criteria** listed below will be utilized in the evaluation of the Applicant's proposals. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should give clear, concise information in sufficient detail to allow an evaluation based on the following criteria. An Applicant must be acceptable in all criteria for a contract to be awarded, to that Applicant whose proposal provides the best value to the County.

The proposal response shall enable the Evaluation Committee to evaluate the responsiveness and quality of the proposal to each of the RFP requirements/criteria listed in Section IV. Factors determining the best value include, but are not limited to the following:

- a. Corporate strength, experience, financial strength, references and past performance;
- b. Ability, methodology and approach to meet the project requirements;
- c. Cost;
- d. Adherence to the RFP.

### B. LOCAL BUSINESS PREFERENCE:

Not applicable.

**EXHIBIT A  
SAMPLE  
AGREEMENT BY AND BETWEEN  
THE COUNTY OF SANTA CLARA AND “CONTRACTOR”**

**See separate attachment.**

## EXHIBIT B PROPOSAL COST RESPONSE FORM

### PROPOSED HOURLY RATES FORM

The Applicant listed below submits the following firm, fixed hourly rates to complete the requirements as outlined in this RFP.

#### SERVICE CLASSIFICATION

#### MAXIMUM HOURLY RATES

| Service Classifications<br>(Example)      | Number of Hours | On-Site Rate | Off-Site Rate | Total | Comments/Additional Information |
|-------------------------------------------|-----------------|--------------|---------------|-------|---------------------------------|
| Project Manager<br>(example)              |                 |              |               |       | Include staff assignments here  |
| Sr. Systems Analyst/Subject Matter Expert |                 |              |               |       |                                 |
| Technical Subject Matter Expert           |                 |              |               |       |                                 |
| Other Costs                               |                 |              |               |       |                                 |
| Total                                     |                 |              |               |       |                                 |

Provide a complete breakdown by service classification, number of hours, cost and comments or additional information. Include all staff assignments and a description of "Other Costs," if any, in the comments and additional information section. The Cost Response Form should have a total cost upon completion of the breakdown.

Applicant's Name: \_\_\_\_\_

**EXHIBIT C**  
**NON-COLLUSION DECLARATION**

I, \_\_\_\_\_, am the  
(Print Name)  
\_\_\_\_\_ of \_\_\_\_\_  
(Position/Title) (Name of Company)

the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Applicant has not directly or indirectly induced or solicited any other Applicant to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any Applicant or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Applicant has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Applicant or any other Applicant, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Applicant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Applicant has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct:

COMPANY NAME: \_\_\_\_\_

AUTHORIZED  
SIGNATURE \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT D**

### **INDEMNITY AND INSURANCE REQUIREMENTS**

#### **Indemnity**

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

#### **Insurance**

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

##### **A. Evidence of Coverage**

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of

Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

## B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

## C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

## D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement, which shall read:**

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of

the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

#### 4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

##### 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

#### 5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

#### E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the

Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.