



**REQUEST FOR PROPOSAL (RFP)
DEBRIS, EROSION, AND SEDIMENT CONTROL
SERVICES DPW 0901-DES**

**County of San Bernardino
Department of Public Works
and
San Bernardino County
Flood Control District
825 East Third Street
San Bernardino, CA 92415-0835**

December 2009

DEBRIS, EROSION, AND SEDIMENT CONTROL SERVICES

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I. INTRODUCTION

The County of San Bernardino, Department of Public Works, hereafter referred to as the "County", is responsible for the maintenance of 2,825 miles of County road, and the San Bernardino County Flood Control District, hereafter referred to as the "District", is responsible for the maintenance of over 3,000 flood channels, basins, storm drains, dams and levees. Collectively both entities supervise 20 yards that are separated by extensive distances.

The Department and the District plan to utilize contractors to provide Debris, Erosion, and Sediment Control Services to assist in the prevention and removal of debris from County roads and flood control facilities for routine maintenance and in emergencies, and has budgeted approximately \$500,000 per fiscal year per contract for this service. All projects shall be subject to the dollar amount limitation identified in Public Contract Code sections 22032 and 22034.

A. Purpose. The County and the Flood Control District are seeking proposals from interested and qualified firms to provide various Debris, Erosion, and Sediment Control Services throughout the County and District. Vendors are not required to provide all components of Debris, Erosion and Sediment Control Services to participate in this Request for Proposal (RFP).

Vendors submitting proposals in response to this RFP will hereafter be referred to as "Proposers". Pursuant to County Code section 14.0114 and Public Contract Code sections 22032 and 22034, this RFP is being released to identify, pre-qualify, and create a Board-authorized list of vendors, hereafter referred to as "Contractors", who will bid to supply Debris, Erosion, and Sediment Control Services to specific sites as routine maintenance projects are scheduled, or as emergencies occur.

B. Process. The RFP shall remain open and in effect from December 1, 2009 to February 2, 2012. Proposals shall be accepted and successful Proposers offered contracts according to the schedule noted in the Proposal Timeline (Section I, H).

It is anticipated that once the initial evaluation process is conducted and a list of qualified contractors is created (subject to an award of a contract by the Board of Supervisors/Directors), proposals from vendors not on the list will be accepted and evaluated in accordance with the schedule noted in the Proposal Timeline (Section I, H). Once on the Contractor's list, it is not necessary to submit quarterly proposals.

Contractors are not guaranteed to remain on the list in the event unsatisfactory work is performed on accepted job assignments.

C. Period of Contract. The term of the contract is contingent upon the contract commencement date, to begin upon Board of Supervisors' and/or Board of Directors' approval and remain in effect for one (1) year, unless terminated earlier as provided in Section III, D and E and Section VI, A8.

The County and District reserve the right to negotiate an extension of the contract for up to two (2) additional years, solely within its discretion. Any extensions are subject to Board of Supervisors'/Board of Directors' approval.

D. Minimum Proposer Requirements. All Proposers must:

1. Have no outstanding or pending complaints filed against the company by the County or District, nor have been debarred or found non-responsible by the County or District or any other federal, state, or local governmental agency for provision of the materials sought in this RFP. If the Proposer, or any principal, partner, officer or responsible managing officer of the Proposer, or if any principal, partner, officer or responsible managing officer of another entity or organization that has been debarred or found non-responsible as described herein, then this provision is applicable.
2. Have a valid business license in the Proposer's own name (or other proof of valid business).

Please note that a specific license may be required for a particular project. Contractors must maintain the valid applicable license during any time work is performed pursuant to a Contract with the County and the District.

3. Have a minimum of three (3) years experience performing the applicable work required in this RFP.
4. Meet participation requirements listed in this RFP.

E. Correspondence. All correspondence, including responses to the RFP, is to be submitted to:

**County of San Bernardino
 Department of Public Works – Operations
 ATTN: Erwin Fogerson
 825 East Third Street, Room 120
 San Bernardino, California 92415-0835
 (909) 387-8050 Fax**

F. Proposal Submission Deadline. All proposals must be received at the address listed above no later than **2:00 PM on the deadline specified in Section I, H.**

Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened or considered until the next quarterly evaluation cycle.

G. Questions. Questions regarding the contents of this RFP must be submitted in writing on or before **12:00 PM (PST) of the quarterly Vendor Meeting date specified in Section I, H**, and the questions must be directed to the individual listed in Section I, E. All questions submitted will be answered collectively at the applicable **Vendor Meeting located at the Department of Public Works, 825 East Third Street, Hearing Room**. Questions submitted and the related answers will be posted to the County of San Bernardino website listed below on or before 5:00 PM within one week of the Vendor Meeting. Questions will not be accepted after the deadlines for questions for a specific quarter. www.sbcounty.gov/purchasing, select the "Request for Proposals" link

As of the issuance of this RFP, Vendors are specifically directed not to contact County and District personnel for separate meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer.

All questions regarding this RFP can be presented in writing as indicated above.

H. Proposal Timeline. The County and the District reserve the right to change any of these dates. Any changes will be communicated in writing. Proposals will be accepted continuously from December 1, 2009 to February 2, 2012; however, contracts will be awarded on a quarterly basis.

Tentative RFP release date: December 1, 2009				
Quarter	Deadline for Questions, 12:00 PM	Vendor Meeting at 10:00 AM	Quarterly Proposal Deadline at 2:00 PM	Tentative Contract Commencement
1Q2010	December 8, 2009	December 9, 2009	December 10, 2009	January 5, 2010
2Q2010	February 2, 2010	February 3, 2010	March 4, 2010	April 6, 2010
3Q2010	April 6, 2010	April 7, 2010	May 6, 2010	July 6, 2010
4Q2010	July 6, 2010	July 7, 2010	August 5, 2010	October 5, 2010
1Q2011	October 5, 2010	October 6, 2010	November 4, 2010	January 4, 2011
2Q2011	January 11, 2011	January 12, 2011	February 10, 2011	April 5, 2011

3Q2011	April 5, 2011	April 6, 2011	May 5, 2011	July 5, 2011
4Q2011	July 5, 2011	July 6, 2011	August 4, 2011	October 4, 2011
1Q2012	October 4, 2011	October 5, 2011	November 3, 2011	January 3, 2012
2Q2012	January 3, 2012	January 4, 2012	February 2, 2012	April 3, 2012

Subsequent proposals from previous Proposers who were not awarded contracts shall not be accepted for a period of one (1) year from the applicable proposal submission deadline.

*** * * END OF THIS SECTION * * ***

II. PROPOSAL CONDITIONS

- A. Contingencies.** This RFP does not commit the County and District to award a contract. The County and District reserve the right to accept or reject any or all proposals if the County and/or District determine it is in their own best interest to do so. The County and District will notify all Proposers, in writing, if all proposals are rejected. The County and District reserve the right to waive any immaterial irregularities in a proposal.
- B. Modifications.** The County and District reserve the right to issue addenda or amendments to this RFP.
- C. Proposal Submission.** To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified due date and time.
- D. Incurred Costs.** This RFP does not commit the County and District to pay any costs incurred in the preparation of a proposal in response to this request, and Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.
- E. Acceptance of Proposals.** Proposals shall remain open, valid and subject to acceptance anytime within one hundred and eighty (180) days from the date the proposal is opened.
- F. Alternate Proposals.** The County and District will consider any and all proposals as long as they are submitted separately and before the proposal due date. This may include alternate solutions, suggestions or procedures.
- G. Contract.** Upon acceptance of the proposal, Proposer will be required to enter into formal agreement with the County and District. The terms and conditions of the agreement are set forth in this RFP and the subsequent contract.
- H. Final Authority.** The final authority to award a contract rests solely with the County of San Bernardino Board of Supervisors and the Board of Directors of the San Bernardino County Flood Control District.

III. PROPOSAL REQUIREMENTS

- A. Scope of Work.** Debris, Erosion and Sediment Control Services, for the purpose of this RFP includes the clearing, removal and disposal of debris of any type, and the placement and installation of products to prevent erosion and/or displacement of sediment onto County roads and into flood control facilities. In the event of emergencies, rapid mobilization and performance of the work described herein is required.

The Proposer must complete the Debris, Erosion and Sediment Control Services schedule in ATTACHMENT C, specifying the type of services available and service areas for which Proposer will bid as jobs are scheduled. Service pricing is not required for the RFP at this time.

1. Debris Control Services include, but are not limited to:
 - a. Cleaning of culverts, drains, pipes, etc.;
 - b. Debris removal

Debris removal may include the possible screening and separation of the debris; the removal of large rock and boulders; pumping water, mud, and other organic materials from basins, stream beds, channels, culverts, etc.; and the use of various types of heavy equipment;

- c. Disposal of debris or other materials
Disposal may include chipping debris and transporting the waste to landfills, including all associated hauling costs and fees.
2. Erosion and Sediment control Services include, but are not limited to:
 - a. Installation of barriers;
 - b. Repair of damage which may include bridges, cement work, asphalt work, road and flood control facilities.
 - c. Slope stabilization;
 - d. Tree removal and stump grinding.

B. Service Requirements.

1. All equipment shall be of good commercial quality, in good working order, meet CAL-OSHA safety and insurance certification requirements, vehicle code and air quality regulations, and is subject to County and District approval.
2. All equipment shall arrive at jobsite safety inspected, in good working order and ready to perform.
3. Contractor's employees, agents, or representatives, charged with performing Contractor obligations under an accepted job assignment must be trained in their assigned tasks and in the operation and safe handling of the required equipment and materials. Work performed for the County and District shall be in a good and professional manner, subject to the reasonable satisfaction of the County and District, and subject to the provisions herein.
4. Contractor's employees, agents, or representatives must wear safety and protective gear according to CAL-OSHA standards and any applicable laws.
5. Contractors shall be responsible for all required traffic control, including, but not limited to: signs, flagging, arrow/message boards, equipment crossings, and supervision of Contractor's personnel.
6. Contractors shall be responsible for any required notification of Underground Service Alert of Southern California (USA).
7. Beginning of work and time of completion. The Contractor shall begin work within the timeframe specified on the Request for Bid and shall diligently prosecute the work to completion before the expiration of the time limit specified after the first working day in the Request for Bid.
8. Contractor shall comply with all provisions of the Labor Code, and shall not pay less than prevailing wages.
9. For all projects over \$25,000, file a payment bond with and approved by the County and/or District in accordance with Civil Code section 3247, in a penal sum equal to one hundred percent (100%) of the contract price.

C. Price Format and Payment Terms.

1. Proposers shall complete and sign the Debris, Erosion, and Sediment Control Services Schedule (ATTACHMENT C) designating the areas and service types Proposer will provide for the term of the contract.
2. At the time a job is scheduled for performance:
 - a. Contractor shall receive, via facsimile, notification for a Request for Bid that will include specific information regarding the job.

- b. The price bid at the time the job is scheduled for performance shall include all labor, equipment, services, materials and supplies, and permits required to perform Contractor obligations under an accepted job assignment.
3. Contractor shall submit certified payroll for employees charged with performing Contractor obligations under an accepted job assignment upon invoice.
4. Contractors in default of their Contract or an accepted job assignment, as determined by the County and/or District, may:
 - a. Be disallowed from bidding on subsequent job assignments for a period of time.
 - b. Have award of other accepted job assignments revoked.
 - c. Have the Debris, Erosion, and Sediment Control Services Contract cancelled.
5. Standard payment terms shall be a minimum of Net 30 days, upon receipt of invoice. No late penalties will be charged or paid on payments that exceed this 30-day minimum. Contractor shall accept all payments from County and/or District via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County and District required to process EFT payments.

D. County of San Bernardino and Flood Control District Reserve the Right:

1. To immediately dismiss a contractor from a job if work is found to be deficient in any manner. In the event of such a dismissal, the Contractor will be notified of such deficiency orally and in writing. The County and District may allow the Contractor the opportunity to remedy the deficiency within twenty-four (24) hours of such notification, or County and/or District may terminate service immediately and offset the cost thereof from any amounts due the Contractor under this Agreement or otherwise.
2. To invoice Contractor for all costs incurred by the County and District, including assessed fines and or penalties, for Contractor's incorrect, late, or non-performance of obligations under an accepted job assignment. These costs may be offset from any amounts due the Contractor under this Agreement or otherwise.
3. To assess liquidated damages against Contractor for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in the Request for Bid.
4. To hold in retention 10% of the total value of work performed for projects exceeding \$100,000; and to retain up to \$10,000 for projects at or below \$100,000, not to exceed 20% of the total value of work performed.

The retention will be held for 35 days following completion of the project. Contractor shall invoice County and District for release of the retained amount.

The County and District shall not retain any monies due the Contractor if unconditional releases and waivers from all subcontractors and a certification from the Contractor stating that said subcontractors are the only subcontractors performing work on the project are submitted upon invoice.

The County and District reserve the right to hold up to 20% of the total value of work performed in retention on projects of any size if Contractor exhibits a history of contract compliance issues, including non-payment of subcontractors.

The actual required retention amount shall be established at the time of Bid award.

5. To require the Contractor to file a performance bond with and approved by the County and/or District for the faithful performance of the contract.

- E. Notice of Cancellation.** The County and District reserve the right to disqualify Proposers or cancel a contract with a seven (7) day written notice of cancellation in the event the Contractor does not perform services in a satisfactory manner.
- F. Award of Contract.** Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon meeting the needs of the County of San Bernardino and the Flood Control District, so determined by the County and the District.

* * * **END OF THIS SECTION** * * *

IV. PROPOSAL SUBMISSION

A. Participation. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal serves as agreement that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.

B. Proposal Format and Presentation. Proposals must be submitted in the format described in this RFP and prepared in such a way as to provide a straightforward, concise description of ability to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

1. Complete. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
2. Property of County and District. All proposals and materials submitted become the property of the County and District and are subject to the "California Public Records Act" as follows:

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Responses may contain financial or other data, which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages _____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line contain information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Response in order to facilitate eventual public inspection of the non-confidential portion of the Response.

The County and District assume no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County and District a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County and District in making their determination as to whether or not disclosure is proper under federal, state and local law. The County and District will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

If confidentiality cannot be maintained, the Proposer has the option of withdrawing the Response to the Proposal or advising the County and District of its understanding that this information will become public record.

3. Deadline. Proposals must be received no later than **2:00 PM** on quarterly proposal deadline noted in the Proposal Timeline (Section I, H) at:

**County of San Bernardino
Department of Public Works – Operations**

ATTN: Erwin Fogerson
825 East Third Street, Room 120
San Bernardino, CA 92415-0835

4. Presentation.

- a. An original and four (4) bound copies of the written proposal are required.
- b. The package containing the original and copies must be sealed and marked with the Proposer's name, address, and marked "CONFIDENTIAL – RFP DEBRIS, EROSION, AND SEDIMENT CONTROL SERVICES DPW0901".
- c. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and RFP Debris, Erosion, and Sediment Control Services DPW0901.
- d. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County and District will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.

5. Format. Response to this Request for Proposal must be submitted in the following format (please see Section VII, Proposal Package Checklist):

- a. **Cover Page.** The cover page should be a letter, on company letterhead, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:
 - 1) A statement that the proposal is submitted in response to the RFP Debris, Erosion, and Sediment Control Services DPW0901.
 - 2) A statement indicating which individuals, by name, title, address, and telephone number are authorized to negotiate with the County and District on behalf of the organization/firm.
 - 3) The names, addresses, and telephone numbers of 3 business/trade references (those for whom proposer has performed work).
 - 4) A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
 - 5) A copy of a valid business license (or other proof of valid business) in the name of the Proposer.
- b. **Statement of Certification.** Attach a completed and signed copy of the "Statement of Certification" form (ATTACHMENT A).
- c. **Former County Administrative Officials.** Attach a completed and signed copy of the "List of Former County Administrative Officials" form (ATTACHMENT B).
- d. **Service Schedules.** Attach completed and signed copies of any or all the Services Schedules (ATTACHMENT C).
 - 1) Proposers must explain any assumptions and/or constraints.

V. PROPOSAL EVALUATION AND SELECTION

- A. Evaluation Process.** All proposals will be subject to a standard review process developed by the County and District. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance as determined by reference checks and other information in the possession of or accessible to the County and District.

The evaluation will be based on the written proposal as submitted, but may include a site visit to the Proposer.

B. Evaluation Criteria.

1. **Initial Review.** All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of Section IV, B of this RFP.
- b. Prospective contractors must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, D of this RFP.

Failure to meet these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County and/or District to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County and/or District may elect to waive the deficiency and accept the proposal.

2. **Technical Review.** Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Ability to provide the equipment noted in the Service Schedules (ATTACHMENT C) in a timely manner. This includes, but is not limited to, providing sufficient personnel, required licenses, and equipment.
- b. Equipment and related services must meet requirements identified in Section III, and on the Service Schedules (ATTACHMENT C).

3. Selection. Selection will be based on the proposals that meet the requirements of this RFP.

C. Contract Award. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Procedural and Award Disputes. In the event a dispute arises concerning the proposal process prior to award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Public Works or designee, within ten (10) calendar days of notification of non-selection.

Grounds for a protest are that the County and/or District failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In the event of a protest, a panel designated by the Director of the Department of Public Works, or his designee will handle all protests.

The Director of the Department of Public Works or designee shall consider the request and respond in writing within ten (10) calendar days of receipt of request, or as soon thereafter as such response can be developed, advising of the decision with regard to the protest and the basis for the decision.

All protests must be submitted to:

**County of San Bernardino
Department of Public Works
ATTN: Director of Public Works
RFP DEBRIS, EROSION, AND SEDIMENT CONTROL SERVICES DPW0901
825 East Third Street
San Bernardino, California 92415-0835**

* * * END OF THIS SECTION * * *

VI. GENERAL AGREEMENT TERMS

A. Contract Requirements

1. Representation of the County and District. In the performance of the Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino and/or the Flood Control District.
2. Release of Information. No news press releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County and District may be made or used without prior written approval of the County and/or District.
3. Contractor Primary Contact. The Contractor will designate an individual to serve as the primary point of contact for the Agreement. Contractor or designee must respond to County and District inquiries within twenty-four (24) hours. Contractor shall not change the primary point of contact without written acknowledgement to the COUNTY and DISTRICT. Contractor must supply the County and District with an emergency 24-hour contact and telephone number.
4. Change of Address. The Contractor shall notify the County and District in writing, of any change in mailing address within ten (10) business days of the change.
5. Subcontracting. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County and District. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payment of any subcontractor's contract.

The Contractor shall act as the single principal for all service in this contract. This requires a single point of contact representing the Contractor.

6. Agreement Assignability. Without the prior written consent of the County and District, the agreement is not assignable by Contractor either in whole or in part.
7. Agreement Amendments. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when written, executed and attached to the original Contract and approved by the required persons at the County and District.
8. Termination for Convenience. The County and District for its convenience may terminate this Contract in whole or in part upon seven (7) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise.
9. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Sec. VI, B1, INDEMNIFICATION.
10. Venue. The venue of any action or claim brought by any party to this Agreement will be the San Bernardino County Superior Court, located in San Bernardino, California. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the San Bernardino County Superior Court, located in San Bernardino, California.

11. Licenses and Permits. Contractor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. Contractor will notify County and District immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses or permits may result in termination of this Agreement.
12. Labor Laws. Contractor shall strictly adhere to the applicable provisions of the Labor Code regarding: the employment of apprentices; minimum and prevailing wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The Contractor shall forfeit to the County and District the penalties prescribed in the Labor Code for violations.
13. Equal Employment Opportunity Program. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
14. Notification Regarding Performance. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Contractor shall notify the County and District immediately via telephone, and in writing within one (1) working day.
15. Conflict of Interest. Proposer shall make all reasonable efforts to ensure that no County or District officer or employee, whose position in the County and/or District enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Proposer or officer or employee of the Proposer.
16. Former County and District Officials. Contractor must provide information on former County of San Bernardino Administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County Administrative Officials who terminated County or District employment within the last five years and who are now officers, principals, partners, associates or members of the business (ATTACHMENT B). This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors, Board of Directors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.
17. Inaccuracies or Misrepresentations. If in the course of the RFP process or in the administration of a resulting Contract, the County and District determine that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County and District, Contractor may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County and/or District are entitled to pursue any available legal remedies.
18. Improper Consideration. Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel

or entertainment, or any items of value to any officer, employee or agent of the County and/or District in an attempt to secure favorable treatment regarding the award of this proposal.

The County and District, by written notice, may immediately terminate any Contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County and/or District with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Proposer shall immediately report any attempt by a County and/or District officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County and/or District are entitled to pursue any available legal remedies.

19. Disclosure of Criminal and Civil Proceedings. The County and District reserve the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County and District also reserve the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award or contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's office or locations.

20. Right to Monitor and Audit. The County, State, Federal government and the Flood Control District shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County and District in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County and District.

In the event the County and/or District determine that Contractor's performance of its duties or other terms of this Agreement are deficient in any manner, County and District will notify Contractor of such deficiency orally and in writing, or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County and/or District at their option may terminate this Agreement immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Contractor under this Agreement or otherwise.

21. Availability of Records. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal State, and Flood Control District representatives for a period of three years after final payment under the Agreement or until all pending County, State, Federal, and Flood Control District audits are completed, whichever is later.

22. Use of ARRA Funds and Requirements.

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County and/or District for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County and/or District contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County and/or District may fulfill any reporting requirements they have under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County and/or District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County and/or District with any questions regarding registration requirements.

23. Schedule of Expenditure of Federal Awards.

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County and/or District may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County and/or District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

B. Indemnification and Insurance Requirements

1. **Indemnification.** The Contractor agrees to indemnify, defend (with counsel reasonably approved by County and/or District) and hold harmless the County and District and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses, including attorney fees and cost, incurred by the County and the District on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.
2. **Insurance.** Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services. Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:
 - a) **Workers' Compensation** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons, including volunteers, providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County and District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's/District's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers'

Compensation insurance. If the County's/District's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

b) **Comprehensive General and Automobile Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- Premises operations and mobile equipment.
- Products and completed operations.
- Broad form property damage (including completed operations).
- Explosion, collapse and underground hazards.
- Personal injury.
- Contractual liability.
- \$2,000,000 general aggregate limit.

c) **Automobile Liability Insurance-** Primary insurance coverage shall be written on ISO Business Auto coverage from all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily for bodily injury and property damage per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d) **Umbrella Liability Insurance-** An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

3. **Additional Named Insured.** All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and the District and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County and District to vicarious liability but shall allow coverage for the County and District to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

4. **Waiver of Subrogation Rights.** The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County and District, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County and District.

5. **Severability of Interests.** The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability

exclusions that preclude coverage for suits between the Contractor and the County/District or between the County/District and any other insured or additional insured under the policy.

6. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County and/or District.
7. **Proof of Coverage.** The Contractor shall furnish Certificates of Insurance to the County/District Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
8. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
9. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
10. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County and District have the right but not the obligation or duty to cancel the contract or obtain insurance if County and District deem necessary and any premiums paid by the County and/or District will be promptly reimbursed by the Contractor or County and/or District payments to the Contractor will be reduced to pay for County/District purchased insurance.
11. **Insurance Review.** Insurance requirements are subject to periodic review by the County and District. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County and District. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County and/or District, inflation, or any other item reasonably related to the County's and District's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County and/or District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County and/or District.

VII. PROPOSAL PACKAGE

Proposer must submit an original and four (4) bound copies of the proposal (as per Sec. IV, B, 4a, Page 6).

Item	Proposal Checklist Description	Included
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- | | | |
|---|---|--------------------------|
| 1 | Cover Page with copy of Business License (as per Sec. IV, B, 5a, Page 7) | <input type="checkbox"/> |
| 2 | Proposal Package Coversheet
Statement of Certification (ATTACHMENT A, as per Sec. IV, B, 5b, Page 7) | <input type="checkbox"/> |
| 3 | List of Former County Administrative Officials (ATTACHMENT B, as per Sec. IV, B, 5c,
Page 7 and Sec. VI, A17, Page 10) | <input type="checkbox"/> |
| 4 | Service Schedules (ATTACHMENT C, as per Sec. IV, B, 5d, Page 7) | <input type="checkbox"/> |

*** * * END OF THIS SECTION * * ***

DEBRIS, EROSION, & SEDIMENT CONTROL SERVICES PROPOSAL PACKAGE

Vendor Information: Corporation Partnership Sole Proprietorship

Vendor Name:	
Federal Tax ID:	
Owner Name & Telephone No.: <small>(Required if sole proprietorship)</small>	
Contact Name Telephone No.: Fax No.:	24-Hour Information Contact Name: Telephone No.:
Mailing Address:	Remittance Address:
Contractor's License Number:	Expiration Date:

STATEMENT OF CERTIFICATION

I, _____, of _____
Representative name Vendor organization

have the authority and do submit this proposal to provide to the County of San Bernardino and the Flood Control District the following:

Product/Service Description	Cost	Timeframe
Debris, Erosion, and Sediment Control Services (as per Sec. III, A)	SEE ATTACHMENT C	TBD*

* To Be Determined (TBD) as jobs are scheduled.

I certify that:

1. All declarations in this proposal and attachments are true and constitute a warranty, the falsity of which entitles the County and District to pursue any legal remedy.
2. All aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
3. The offer made in this proposal is firm and binding for 180 days from the date this proposal is opened and recorded.
4. All aspects of this RFP and the proposal submitted are binding if this proposal is selected and a contract awarded.
- 5.

_____ agrees to provide the County and District
Vendor organization

with any additional information they deem necessary to accurately determine ability to perform services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County and District to verify all information contained herein. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

6. _____ does not have any commitments or potential

Vendor organization

commitments which may impact its assets, lines of credit, guarantor letters, or ability to perform the contract.

7. _____ will comply with all applicable rules, laws and

Vendor organization

regulations.

*Authorized
Signer*

Date _____

*Print
Name*

LIST OF FORMER COUNTY ADMINISTRATIVE OFFICIALS

INSTRUCTIONS: List the full name of the former County Administrative Official, the title/description of the Official's last position with the County and/or District, the date the Official terminated County and/or District employment, the Official's current employment and/or representative capacity with the Proposer, the date the Official entered Proposer's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION

Authorized
Signer _____ *Date* _____

Print
Name _____

DEBRIS, EROSION, & SEDIMENT CONTROL SERVICES QUESTIONNAIRE

Please complete this form, attaching documentation and additional sheets, as needed.

1. Please list certifications related to the work required for this RFP and maintained by your company. Include a copy of a current State Contractor's License from the State of California Department of Consumer Affairs (as applicable to the service company is to provide).
2. Please list equipment related to the work required for this RFP and available through your company (mining-size equipment may be required in specific instances).
3. Please give up to 3 significant incident histories of work performed by your company, include incident locations, circumstances, dates and times, remedies, and costs.
4. Please list available personnel able to perform work required for this RFP, include applicable training, licensing, and certifications.

Authorized Signer

Print Name

Date

DEBRIS, EROSION, & SEDIMENT CONTROL SERVICE SCHEDULE

Type or write "X" in the applicable boxes specifying the services and areas for which Vendor is willing to bid as jobs are scheduled.

		AREAS				
		(Noted communities are generalized locations)				
		Foothills <small>(San Gabriel, San Bernardino Highland, Redlands, Rancho Cucamonga)</small>	High Desert <small>(Apple Valley, Baker, Barstow, Hesperia, Victorville)</small>	Low Desert <small>(Big River, Needles, Trona, 29 Palms, Yucca Valley)</small>	Mountains <small>(Big Bear, Blue Jay, Crestline, Running Springs)</small>	Valley <small>(Chino, Fontana, East Valley – San Bernardino, Yucaipa)</small>
S E R V I C E S	Slope Stabilization					
	Installation of Barriers					
	Repair of Damaged Asphalt work, Bridge work, Concrete work, & Flood Control Facilities					
	Cleaning of Culverts, Drains, Pipes, etc.					
	Debris Removal					
	Tree Removal					
	Stump Grinding					
	Disposal					
	Permits (as needed)					
	Traffic Control (as needed)					
	Underground Service Alert, SC (as needed)					

Explanations:

Authorized Signature

Print Name

Date