



Contra Costa County

OFFICE OF THE COUNTY ADMINISTRATOR

**REQUEST FOR PROPOSAL (RFP)
ARTS COUNCIL SERVICES**

RFP #: XXXX-XXX

RELEASE DATE: 07-03-23

Proposal Due Date: 08-28-23

NO LATER THAN 3:00 P.M. PST

LARA DELANEY
CONTRA COSTA COUNTY
COUNTY ADMINISTRATOR'S OFFICE
1025 ESCOBAR STREET, 4TH FLOOR
MARTINEZ, CALIFORNIA 94553

Table of Contents

Section I: Introduction	3
Section II:Qualifications and Requirements.....	8
Section III: Instructions to Proposers.....	9
Section IV: Scope of Work.....	12
Section V: Evaluation and Selection Process	13
Section VI: Billing and Invoicing	14
Exhibit A: Statement of Experience	15
Exhibit B: Proposal Budget.....	19
Exhibit C: References	20
Exhibit D: Anti-Collusion Statement.....	20
Exhibit E: Contra Costa County Business Opportunity Registration Form.....	22
Attachment A: Addenda Acknowledgement	24
Attachment B: Contract General Terms & Conditions.....	25

ATTACHMENTS:

- **EXHIBIT A – STATEMENT OF EXPERIENCE**
- **EXHIBIT B – PRICE PROPOSAL**
- **EXHIBIT C –REFERENCES**
- **EXHIBIT D – ANTI COLLUSION STATEMENT**
- **EXHIBIT E – CONTRA COSTA COUNTY BUSINESS OPPORTUNITY REGISTRATION FORM**
- **ATTACHMENT A – ADDENDA ACKNOWLEDGEMENT**
- **ATTACHMENT B - CONTRA COSTA COUNTY CONTRACT TERMS AND CONDITIONS**

Section I: Introduction

General Information

A. Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals for the consideration of contracting with a contractor to: (1) provide the recommended services of a Contra Costa County Arts Council, as further described in the Board of Supervisors' adopted "Arts & Culture Master Plan for Contra Costa County¹," and (2) to serve as the county's State-Local Partner (SLP) with the [California Arts Council](#).

1. Service Providers

The County welcomes proposals from all qualified service providers who are Non-Profit organizations in good standing with the California Secretary of State and Franchise Tax Board, fiscally-sponsored organizations, or Non-Profit organizations in development². The County may, in its sole discretion, enter into a contract with a qualified provider or may reject all proposals and not award a contract at this time.

2. Contact with County Employee

Proposers are specifically precluded from contacting other County officers or employees regarding this RFP, until a County Intent to Award Letter is accepted by the Successful respondent.

B. Background

The [County of Contra Costa](#), California (the "County") was incorporated in 1850 as one of the original 27 counties of the State of California, with the City of Martinez as the County Seat. It is one of the nine counties in the San Francisco-Oakland Bay Area. The County is the ninth most populous county in California, with a population of more than one million residents. A five-member elected Board of Supervisors serves as the governing body of the County as well as the Contra Costa County Fire Protection District and the In-Home Supportive Services (IHSS) Public Authority, establishing policy and exercising legislative authority. A County Administrator, appointed by the Board, serves as the chief executive officer of the County and is responsible for the County's day-to-day operations.

Contra Costa County has a long history of arts and culture, beginning with the artistic and cultural practices of its native peoples and then growing with its population over the years. In 1889, the Martinez Opera Contra Costa was founded; the Contra Costa County Library

¹ The Arts & Culture Master Plan for Contra Costa County was prepared by Arts Orange County and adopted by the Board of Supervisors on June 27, 2023. [It is available at this link: \(to be included and available as attachment\)](#)

² [Entity Status Letter](#) from the California Franchise Tax Board of "good standing" is required for nonprofits and for fiscally-sponsored entities for their fiscal sponsor.

opened in 1913; and the [El Campanil Theatre](#) in Antioch opened in 1928. Contra Costa County is the birthplace of jazz legend Dave Brubeck and Academy Award-winning actor Tom Hanks, and Nobel laureate Eugene O’Neill came to live in a home he built in Danville. A watershed moment for the county took place in 1990 when the Regional Center for the Arts (now [Leshner Center for the Arts](#)) was built, opening with multiple stages and an art gallery, in Walnut Creek.

Today, the arts landscape of Contra Costa County is comprised of more than 300 arts and cultural organizations and venues. Richmond is home to some of the longest established and most innovative organizations, giving expression to that richly multicultural community and serving children, youth, and the disabled: [Richmond Art Center](#), [Los Cenzontles](#), [East Bay Center for the Performing Arts](#), and [NIAD](#) to name a few. Lafayette, Moraga and Orinda are home to many artists, a noted Shakespeare theatre, and an arts council that was the result of a visionary merger of organizations serving each of the three cities. Cities are playing an important role in serving the arts and cultural needs of their communities through art in public places programs, which exhibit more than 450 works countywide. East County, historically an agricultural area, has grown rapidly in population and sees the need for its arts infrastructure to catch up.

Despite this rich history, the artists and arts & culture organizations of Contra Costa County have lacked a unifying presence that can equitably, effectively, and consistently represent their interests, advocate for their needs, facilitate their communications, and foster their connectivity. That is the role that arts councils play in counties around California and, indeed, across the United States. It is the role that the Arts and Culture Commission of Contra Costa County (AC5) sought to fill for 28 years but was hampered by limited resources and the limitations of operating as a governmental entity. **The opportunity to replace it with a model used in 43 California counties—a nonprofit public-private partner organization—with startup resources to achieve sound footing, now presents itself through this Request for Proposal (RFP).**

On [March 29, 2022](#), the Board of Supervisors dissolved the Arts and Culture Commission and directed County Administration staff to procure or establish a nonprofit public-private partnership Arts Council for the county, to serve as the county’s State-Local Partner (SLP) with the California Arts Council (CAC).

To assist with this process, County staff issued Request for Qualifications (RFQ) #2207-578 on July 29, 2022, seeking a qualified consultant to provide project management and engagement facilitation services for the purposes of conducting an inclusive arts and cultural planning process, leading to the creation a new Arts & Cultural Master Plan for the County, and working with County Administration staff to develop this Request for Proposal (RFP). At the conclusion of the solicitation process, Arts Orange County was retained as the consultant for this purpose.

On [September 20, 2022](#), the Board of Supervisors approved the establishment of a 7-member Ad Hoc Arts Council Steering Committee and approved its mission and committee composition. The mission of the Ad Hoc Arts Council Steering Committee is to guide the County's arts and cultural planning efforts through an inclusive community engagement process; provide input and collaboration with County staff and the consultant on the Arts Council procurement or establishment process; ensure diversity, equity, and inclusion throughout the process and outcomes; and listen to the community.

Following recruitment for the Ad Hoc Arts Council Steering Committee members and receipt of applications, and after consideration of applicants by the Board's Internal Operations Committee, the Board of Supervisors approved the appointment of the following members on [November 29, 2022](#):

District 1: Najari Smith
District 2: Janet Berckefeldt
District 3: Germaine McCoy
District 4: Arlene Kikkawa-Nielsen
District 5: Ben Miyaji
Non-Profit Foundation: Nilofar Gardezi
Non-Profit Foundation: Margot Melcon

After its establishment, the Ad Hoc Arts Council Steering Committee began meeting monthly on January 18, 2023. The project consultant, Arts Orange County, provided the Steering Committee with regular status reports of its research, invited Committee members to review the research results for accuracy, and to review and make suggested modifications to an online survey. The Steering Committee also reviewed a list of proposed key stakeholder interviewees and provided the consultant with additional suggestions. Committee members promoted and attended the Community Visioning Sessions and promoted the online survey to their networks.

In total, the consultant conducted 68 interviews with key stakeholders from November 2022 to April 2023. Stakeholders represented the following constituencies: artists, arts educators, arts and cultural organizations, philanthropic organizations, business, and government, including interviews with all 5 Contra Costa County Supervisors.

A total of 6 community-based visioning sessions were conducted, the first of which was with the members of the Steering Committee at its inaugural meeting on January 18, 2023. Subsequently, 5 Community Visioning Sessions were held in each of the County's supervisorial districts. All were live, in-person gatherings, facilitated by the consultant and included a bi-lingual team member to assist Spanish-speaking participants. Total attendance exceeded 160 participants.

On March 14, an online survey was launched in both [English](#) and [Spanish](#). The survey closed on April 30, with 478 verified responses. Research findings include:

- Approximately 300 arts and cultural organizations are based in Contra Costa County
- 11 cities have Public Art Programs
- 12 cities have Arts Commissions/Committees and/or Arts Plans
- More than 450 artworks are on display publicly countywide

The work of the consultant and the Arts Council Steering Committee culminated with the development of the “Arts & Culture Master Plan for Contra Costa County,” which was presented to the Board of Supervisors for their adoption on June 27, 2023. This Master Plan includes the “**Vision, Values, Mission**” of an arts council for the County and includes the “**Recommended Services**” of an Arts Council for Contra Costa County.

C. Funding

Up to \$262,500 (two hundred sixty-two thousand, five hundred dollars) is appropriated in the [FY 23-24 County Budget](#) to fund the provision of Arts Council services, from an allocation of Measure X revenues. Future fiscal-year allocations of Measure X funding for Arts Council services are anticipated but will be subject to Board of Supervisors’ discretionary approval; the County Administrator anticipates that it will recommend appropriate Cost of Living Adjustments (COLAs) to the FY 23-24 allocation for future fiscal years, subject to overall County revenues, projected expenditure levels, availability of funding for other County priorities, and Board direction.

D. Calendar of Events

Listed below are the target dates for the events to occur in connection with this RFP. All target dates are predicated on the issue date of the RFP. The County reserves the right to change these dates at any time. In the event dates change, the County will issue an addendum to this RFP listing the new dates.

Event	Target Date
Release of RFP	July 3, 2023
Potential Responders Conference <i>(Discretionary)</i>	Mid-July <i>(to be scheduled)</i>
Last date for written questions to be submitted by interested vendors	July 24, 2023

Event	Target Date
Publication of written answers to all questions	As received
Deadline to submit proposals	August 28, 2023, 3:00 pm PST
Review and selection/consideration process	Weeks of Sept. 4 and 11
Interview Panel (if required)	Week of Sept. 18
Selection of Proposal	Week of Sept. 18
Review of Results by Internal Operations Committee of Board	October 9, 2023
Board of Supervisors Review and Approval	October 24, 2023 <i>(Estimated)</i>
Contract Start Date	December 1, 2023 <i>(Estimated)</i>

E. Contract and Contract Period

Any agreement awarded as a result of this RFP will include the County’s general terms and conditions, attached as Attachment B to this RFP. The initial term of any agreement awarded as a result of this RFP will be for five (5) years. As noted above, the Board of Supervisors must allocate funding for these services in each fiscal year, and there is no guarantee that funding will be allocated in any fiscal year. Nothing in this RFP, and nothing in an agreement awarded as a result of this RFP, commits the County to contract with the successful responder for any particular length of time.

All other factors being substantially equal, preference will be given to respondents located within Contra Costa County. For purposes of this RFP, a respondent is located in Contra Costa County if its principal place of business has been located in Contra Costa County for at least six months immediately prior to the issuance of this RFP.

F. Contract Monitoring and Evaluation

On behalf of the County, the County Administrator's Office (CAO) will actively monitor all services provided through the contract that results from this RFP process. This monitoring will determine if the Contractor is performing as intended or if good cause exists to terminate the contract prior to the end of the five-year contract term.

At a minimum, contractors will be expected to:

- a. Perform all services without material deviation from an agreed-upon Service Plan;
- b. Complete progress report forms provided by County;
- c. Maintain adequate records of service provision to document compliance with Service Plan and complete any forms provided by the County; and
- d. Cooperate with the collection of other fiscal/administrative/service data as requested by the County.

The CAO will:

- a. Negotiate a service contract that identifies specific performance outputs and/or outcomes to be achieved during the contract term;
- b. Review contract at least once per year to ensure compliance with output/outcome requirements, document any noncompliance, and establish a Corrective Action Plan as needed;
- c. Be part of the monitoring of subcontracts written by and entered into by the contractor that utilizes funds awarded under this solicitation; and
- d. Provide information to contractors concerning additional State or County data requirements not provided here or in the resulting contract.

G. Questions

All questions regarding the proposal will be accepted through the [BidSync site](#) only. The deadline for submitting questions for this RFP is on or before July 24, 2023, no later than 3:00 P.M. PST. All questions will be answered and disseminated to those registered on the BidSync website. Contact customer service if you need technical assistance with any part of the bid process; support@bidsync.com or call (800) 990-9339.

Section II: Qualifications and Requirements

The County seeks to contract with an eligible entity that has expertise in delivering the services that an Arts Council and State-Local Partner (SLP) would perform in their scope of work. The successful responder must possess and demonstrate the following minimum requirements.

Experience Requirements:

- A. Regular and continuous engagement in the business of providing arts council-related or arts commission-related services or equivalent experience for at least five (5) years prior to the date of this RFP;
- B. Knowledge of and experience in providing current arts council practices;
- C. High level skill and demonstrated experience in arts and/or cultural organization management, program management, and/or project management;
- D. Extensive communications experience including public speaking, public relations, marketing, and social media;
- E. Extensive community outreach and engagement experience with diverse communities;
- F. Extensive public-private partnership experience working with the public sector including effectively working with elected officials and a broad range of agencies and organizations;
- G. Extensive experience with collaborative fundraising and coordinating grants.

Qualifications:

- A. Expertise in arts and/or cultural organizational development;
- B. Dedication to the advancement of the arts and culture within communities in a way that promotes equity, communication, education, collaboration, and fosters broad appreciation for arts and culture;
- C. Proven track record for maintaining productive and respectful relationships with arts and cultural organizations, community-based organizations, artists, staff, and community members;
- D. Commitment to the Vision, Values, and Mission of a county arts council, as expressed in the “Arts & Culture Master Plan for Contra Costa County;”
- E. Experience working with Board members, executives, community partners, volunteers and the public;
- F. Knowledge of and experience implementing actions and services of Arts & Culture Master Plans or complex strategic plans related to arts and/or culture.

Section III: Instructions to Proposers

A. Proposal Submission

- Response to this RFP MUST be submitted electronically through the Bid Sync web-site – NO EXCEPTION.
- Late submittals WILL NOT be accepted – NO EXCEPTION.
- Fax submittals WILL NOT be accepted – NO EXCEPTION.

B. Format

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

- a. Cover Letter – Signed by an authorized representative of the organization
- b. Executive Summary
- c. Proposal – within a maximum of 10 pages, no smaller than 12-point font, describe your agency’s primary services, principal place of business and location of office(s), specific capabilities, experience, qualifications, approaches, and proposed methodologies that demonstrate a clear understanding of and capacity to provide the work to be performed described in Section IV under Scope of Work.

If the proposer is a nonprofit organization in formation for the express purpose of this contract, proposer must include an additional one-page summary of the plan for its nonprofit creation, action timetable, potential fiscal sponsor (if utilizing), and names and affiliations of proposed Board members, including whether committed or pending.

- d. Resumes of key persons who will comprise staff (or job descriptions if staff not hired)
- e. Staffing Plan and Board Member Composition
- f. Statement of Experience – See Exhibit A
- g. Budget Proposal– See Exhibit B
- h. References – See Exhibit C
- i. Anti-Collusion Statement – See Exhibit D
- j. Contra Costa County Business Opportunity Registration Form – See Exhibit E
- k. Addenda Acknowledgement – See Attachment A
- l. State and local permits and licenses
- m. [Entity Status Letter from California Franchise Tax Board](#)
- n. Certificate of Insurance

C. Staffing Plan and Board Member Composition

List the staff anticipated to perform the services including disciplines and degrees, as appropriate. Indicate the qualifications, training, and experience of each team member. List the officers of the Board of Directors, their occupation/affiliation, and Board position.

D. Costs

Each proposal must include a detailed explanation of the costs for services to be charged to the County, as described in Section VI.

E. References

Respondents shall provide a minimum of three (3) letters of references that speak to the experience and capabilities of respondent. Include the name of the entity or organization providing the reference, description of services that were provided, and the date of services on Exhibit C.

F. Licenses and Permits

Respondents shall possess all licenses, registrations and permits required by the State of California and the County of Contra Costa. Such licenses and permits are to be submitted to the County with the proposal or prior to the contract signing date.

G. Proposal Expenses

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

H. Respondents Responsibility

The respondent assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a proposer's failure to be knowledgeable as to all of the requirements of this RFP.

I. Interpretation

Should any discrepancies, omissions, or doubt as to their meaning be found in the RFP specifications or requirements, the Respondent shall notify the County in writing through the BidSync website. The County will send written instructions or addenda to all participants in the RFP process. The County shall not be responsible for oral interpretations.

J. Reservations

The County reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all proposals without indicating any reasons for such rejection;
- Terminate this RFP and issue a new Request for Proposal anytime thereafter;
- Extend any or all deadlines specified in the RFP, including deadlines for accepting proposals by issuing an Addendum at any time prior to the deadline for receipt of responses to the RFP;
- Procure any services specified in the RFP by other means;
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or other data available to the County. Such disqualification is at the sole discretion of the County;
- Reject the proposal of any Respondent that is in breach of or in default under any other agreement with the County;
- Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified, or non-responsible;
- End contract negotiations with a Respondent and negotiate a contract with any other Respondent(s); and
- To disqualify any Respondent, or terminate any contract awarded under this RFP, in the event the County determines the Respondent submitted materially false information in its response to the RFP.

K. Sub-Contract and Assignment

The agreement between the County and any successful respondent binds the heirs, successors, assigns and representatives of the contractor. Prior written consent of the County, subject to any required state or federal approval, will be required before a Contractor may enter into subcontracts for any work contemplated under the agreement, or before the Contractor may assign the agreement or monies due or to become due, by operation of law or otherwise.

L. Addenda and Addenda Acknowledgement

No one other than Purchasing Services, following direction from the CAO, is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addenda to be posted on the BidSync website. All addenda shall include an acknowledgement of receipt that must be returned. See Attachment A.

Section IV: Scope of Work

The following describes the services that are expected to be ultimately performed by the selected proposer: (*Refer to “Contra Costa Arts Council Recommended Services” in the Arts & Culture Master Plan for Contra Costa County.*)

1. Implementation of the Arts & Culture Master Plan for Contra Costa County
2. Development and maintenance of an arts & cultural inventory database
3. Development and maintenance of a comprehensive countywide arts web portal
4. Facilitate creation of an Arts Consumer database
5. Development and maintenance of roundtable convenings
6. Development of trainings, workshops, and informational webinars
7. Technical assistance
8. Production and dissemination of a regular E-Newsletter
9. Regular social media outreach and engagement
10. Marketing services
11. Advocacy for arts & equity
12. Grantmaking and resource development (*both internal and external*)
13. Ongoing community engagement, responsiveness and learning
14. Direct arts & cultural “Gap Programming” on a selective and limited basis
15. Research funding sources and trends and apprise County of opportunities
16. Maintain communications with County staff and make recommendations based on needs of County arts and culture sector.

Section V: Evaluation and Selection Process

A. Selection Process

All proposals received will be evaluated by an RFP Review Committee. The following criteria, not listed in the order of importance, will be used to determine which proposer best meets the needs of the County. Proposals will be evaluated based on the following criteria:

1. **Program Description** - clear understanding of the scope and services to be provided and sufficient staffing to provide services
2. **Proposer's Experience** - history of successfully providing similar services and capability and experience of key personnel
3. **Budget Proposal**
4. **Conformance to the terms and conditions to the RFP**
5. **Positive references and background checks**
6. **Strong and engaging presentation skills**

B. Additional Information

If the County determines, at its sole discretion, that additional information is required or desirable beyond that provided in the proposal(s) of any of the applicant(s), County shall request such information.

C. Inability to Negotiate a Contract

After a proposer has been recommended by the Evaluation Committee and selected by the County Administrator, the County and such proposer will negotiate a contract for submission to the Board of Supervisors for consideration and possible approval. If a satisfactory contract cannot be negotiated, the County Administrator may, in its sole discretion begin contract negotiations with one or more of the remaining proposers, if the County determines, in its sole discretion that more than one contractor may be necessary to provide specified services.

D. Proposals are Public Records

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

In accordance with the Public Records Act and the County's Better Government Ordinance, unless otherwise compelled by a court order, the County will not disclose any proposal while the County conducts its deliberative process in accordance with the procedures

identified in this RFP. However, after the County either awards an agreement to a successful respondent, or rejects all proposals, each proposal, in its entirety, will be a disclosable public record subject to the public disclosure requirements of the California Public Records Act and the Better Government Ordinance. Each respondent is hereby informed that, upon submittal of its proposal to the County in accordance with this RFP, the proposal becomes the property of Contra Costa County.

E. Protest Procedures

An unsuccessful Respondent may raise any dispute concerning the County’s adherence to the procedures outlined in Section V of this RFP in writing directed to the County Administrator. The written dispute must be received by the County Administrator at the following address within five (5) days after being notified in writing that they were not selected to contract with the County for Arts Council services:

Monica Nino, County Administrator
Contra Costa County
1025 Escobar Street, 4th floor
Martinez CA, 94553

The County Administrator’s determination of the dispute shall be final and will not be appealable to the Board of Supervisors.

Section VI: Billing and Invoicing

A. Payment Terms

If the County enters into an agreement pursuant to this RFP, the agreement will require the Contractor to submit a correct and complete invoice(s) to the County after service delivery. Payment terms are Net 30 days after receipt acceptance of correct invoice.

B. Proposal Pricing

Respondents shall submit costs as described in Exhibit B.

C. Pricing

Rates offered by the Proposer will be firm fixed and not subject to increase during the term of any contractual agreement arising between the County and the successful Proposer as a result of this RFP, unless otherwise stated.

Exhibit A: Statement of Experience

SECTION A

Organization Name: _____ Phone #: _____

Address: _____

City: _____ State: _____ ZIP: _____

Federal Tax ID #: _____ Business License #: _____

Business Status:

____ Non Profit Corporation

____ Fiscally-sponsored Organization (*Provide name of fiscal sponsor*)

____ Non-Profit in Formation

Other: _____

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

Name: _____ Title: _____

SECTION B

Number of years in business under present business name: _____

Other Business Name(s): _____

Number of years under prior name if any: _____

SECTION C

Number of years of experience in providing required, equivalent, or related services: _____

SECTION D

Similar services/projects completed during the last five years?

Period	Services	\$ Amount Paid	Location	Agency Name
1 -	_____	_____	_____	_____
2 -	_____	_____	_____	_____
3 -	_____	_____	_____	_____
4 -	_____	_____	_____	_____
5 -	_____	_____	_____	_____

SECTION E

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

If yes, explain: _____

SECTION F

Is your agency authorized to do business in the State of California? Yes No

SECTION G

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

SECTION H

Is your agency a Contra Costa County-based Business? Yes No

SECTION I _____

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

SECTION J _____

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

SECTION K _____

License Provisions

Has your entity changed names or license numbers in the past 10 years? If so, please state reason for change. Yes _____ No _____

Reason _____

SECTION L

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

Name	Classification
_____	_____
_____	_____
_____	_____
_____	_____

SECTION M

List all required business and professional licenses that pertain to these services:

License Number	Type	Expiration Date
_____	_____	_____
_____	_____	_____

SECTION N

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

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

Signature: _____ Date: _____

Authorized Name: _____ Title: _____

Exhibit B: Proposal Budget

1. The “Arts & Culture Master Plan for Contra Costa County” includes a Projected Budget for fiscal years FY 2023-24 through FY 2027-28. (p. 28). In a similar fashion, using the template provided [here](#), provide your annual or fiscal-year cost structure (budget) including revenues and expenses for the term of this contract.
2. If you anticipate using subcontractors or partners, explain the proposed scope and costs anticipated for their services.

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the service stipulated in the RFP as stated.

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____

EMAIL: _____

Exhibit C: References

Entity Name:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Entity Name:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Entity Name:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Exhibit D: Anti-Collusion Statement

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

IT IS AGREED BY THE UNDERSIGNED RESPONDENT, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENT AND THE COUNTY.

NAME OF FIRM: _____

[Sign in ink in the space provided below]

SIGNED BY: _____

TITLE: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____



Contra Costa County Business Opportunities

REGISTRATION AND CERTIFICATION FORM

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

SECTION 1 – CONTACT INFORMATION			
Name of Firm (Print)			
Street Address (City, State)			(Zip Code)
Mailing Address (City, State)			(Zip Code)
Contact Numbers (Check preferred)			
<input type="checkbox"/> Business Phone Number () --	<input type="checkbox"/> Cell Phone Number () --	Fax Number () --	
E-mail	Employer Identification # (if applicable)		

SECTION 2 – WORK CONDUCTED BY FIRM (Generally describe what your firm does)	
Vendor/Supplier	
Consultant/ Service Provider	
Construction	
Other (If none of the above categories apply)	

SECTION 3 –DESCRIPTION OF BUSINESS
Description of Business Type (Check all that apply):
<input type="checkbox"/> Small Business Enterprise (SBE) – independently owned and operated; cannot be dominant in its field of operation; must have its principal office located in California; must have its owners (or officers in the case of a corporation) domiciled in California; AND together with affiliates, be either: a business with 100 or fewer employees, an average annual gross receipts of \$14 million or less over the previous three tax years, or a manufacturer with 100 or fewer employees.
<input type="checkbox"/> Minority Business Enterprise (MBE) - at least 51% owned and managed on a daily basis by one or more minorities who are citizens or lawful permanent residents of the United States and member(s) of a recognized ethnic or racial group AND its home office is located in the United States.
<input type="checkbox"/> Women Business Enterprise (WBE) - at least 51% owned and managed on a daily business by one or more women who are citizens or lawful permanent residents of the United States AND its home office is located in the United States.
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) - at least 51% owned and managed on a daily business by socially- and economically-disadvantaged individuals (pursuant to Section 3 of the Small Business Act). DBE certifications are used only for state- or federally-funded projects that have DBE goals or requirements.
<input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE) - at least 51% owned and managed on a daily basis by one or more disabled veterans of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California; AND a sole proprietorship corporation or partnership with its home office located in the United States that is not a subsidiary of a foreign firm.
<input type="checkbox"/> Local Business Enterprise (LBE) - principal place of business is located within the boundaries of Contra Costa County.
<input type="checkbox"/> None of the above

Contra Costa County Business Opportunities

REGISTRATION AND CERTIFICATION FORM

SECTION 4 – CERTIFICATION BY OTHER AGENCIES

State-Certified SBE: Yes No State Certification #:

If “Yes,” please attach documentation.

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

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

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

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

SECTION 6 – UPDATING CONTACT INFORMATION AND BUSINESS STATUS

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

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

SECTION 7 – CERTIFICATION OF BUSINESS INFORMATION

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

By _____

Print Name	Title
Signature	Date

Return this Self-Certification Form to:

**Contra Costa County
Public Works, Purchasing Division
40 Muir Road, 2nd Floor
Martinez, CA 94553
Fax: 925-372-3643**

For clarification or assistance with this form, please contact:

**Contra Costa County
Purchasing Division
Phone: 925-957-2499**

Attachment A: Addenda Acknowledgement

TO BE RETURNED WITH REQUEST FOR PROPOSAL (RFP)

RFP No.: _____ Title: _____

ADDENDUM ACKNOWLEDGEMENT (Please initial for addendum received)

Addendum #1: _____ Addendum #3: _____

Addendum #2: _____ Addendum #4: _____

Organization Name: _____

Contact Name: _____

Email Address: _____ Phone No.: _____

Address: _____

Authorized Signature: _____

Date: _____

Attachment B: General Terms & Conditions

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

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

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

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
 - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's

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

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

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

10. **Choice of Law and Personal Jurisdiction.**

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

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

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

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

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into

subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.
16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national

origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any

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

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

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

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