



# COUNTY OF SANTA CRUZ

General Services Department  
Purchasing Division

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

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## COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) #18P2-001

FOR

*Ongoing Maintenance and Repair of Correctional Facilities*

Mandatory Pre-Proposal Conference	Tuesday, August 28, 2018, 9:00 AM Pacific Daylight Time, at locations specified in this RFP.
Question Deadline	Tuesday, September 4, 2018, 5:00 PM; Pacific Daylight time; Submit questions by email to Contact Person
<b>Submittal Deadline</b>	<b>Thursday, September 20, 2018, 5:00 PM, Pacific Daylight Time;</b> Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 <sup>rd</sup> floor, room 330 Santa Cruz, CA 95060
Contact Person	Phil Santaluce, Senior Buyer Email <a href="mailto:gsd122@santacruzcounty.us">gsd122@santacruzcounty.us</a> Phone (831) 454-2723 Fax (831) 454-2710

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**SECTION I. INVITATION**

The County of Santa Cruz invites sealed proposals from fully licensed, insured, bonded, certified CONTRACTORS to furnish all labor, tools, equipment, and incidentals required to provide **Ongoing Maintenance and Repair of Correctional Facilities.**

Established in 1850 as one of the state's original 27 counties, the County of Santa Cruz was originally called Branciforte. The name was later changed to Santa Cruz, which is "holy cross" in Spanish. The County of Santa Cruz geographically is the second smallest county within the State of California, yet it has one of the largest unincorporated area populations. The 2008 estimated population of the County of Santa Cruz by the U.S. Census Bureau was 253,137. The County encompasses an urban service area of 440 square miles.

As used herein, "County" refers to the County of Santa Cruz.

**SECTION 2. INSTRUCTIONS TO RESPONDENTS**

- 2.1 Preparation of Proposal  
Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.
- 2.2 Consent to Perform a Criminal Record Check  
Submission of a proposal will constitute consent for the County to perform a criminal record check on all persons employed by the successful contractor and its sub-contractors in the performance of a contract awarded as a result of the RFP.
- 2.3 Solicitation Documents  
The following, in addition to this Solicitation, constitute the Solicitation documents:
- Exhibit A Respondent Fact Sheet \***
  - Exhibit B Customer References \***
  - Exhibit C Designation of Subcontractors \***
  - Exhibit D Non-Collusion Declaration \***
  - Exhibit E Living Wage Compliance Statement \***
  - Exhibit F Insurance Information (do not return)**
  - Exhibit G Protest and Appeals Procedures\***
  - Exhibit H Locally Operated Business Preference Affidavit**
  - Exhibit I Pre-Proposal Conference Form\***
  - Exhibit J Prevailing Wage Compliance Statement**

**\* Execute and return with Proposal**

2.4 Solicitation Process Schedule

The following is an anticipated Solicitation and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

<b>Activity</b>	<b>Date</b>
Release Solicitation	8/2/18
Advertise Solicitation in Santa Cruz Sentinel	8/6,8/13
Mandatory Pre-Proposal Conference	8/28/18, 9:00 am
Deadline for submitting written questions	9/4/18, 5:00 pm
Deadline for submitting proposals	9/20/18, 5:00 pm
Tentative Award/Contract Negotiations	10/1/18
Contract Approval by Board of Supervisors	10/30/18
Contract Start Date	11/1/18

2.5 Mandatory Pre-Proposal Conference and Site Examination

- a. Respondent (prospective contractor) is required to attend the pre-proposal conference to participate in this RFP process. Proposals submitted by Respondents that fail to attend the pre-proposal conference will be rejected for noncompliance with the RFP requirements. The pre-proposal conferences will occur as follows:

LOCATION 1 WALK THROUGH:

Site 1: 259 Water Street, Santa Cruz, CA 95060  
August 28, 2018, 9:00 a.m.  
MAIN JAIL - Meet in the lobby

Site 2: 141 Blaine Street, Santa Cruz, CA 95060  
August 28, 2018  
WOMEN'S CORRECTIONAL FACILITY

LOCATION 2 WALK THROUGH:

Site 3: 90 Rountree Lane, Watsonville, CA 95076  
August 28, 2018  
Meet in the Front of Facility  
ROUNTREE FACILITY

Site 4: 100 Rountree Lane, Watsonville, CA 95076  
August 28, 2018  
ROUNTREE FACILITY

Please allow approximately five (5) hours for the pre-proposal conference, including travel between sites. A map and directions to site 2 will be provided at site 1. To be eligible to submit a Proposal, Respondent must

sign-in and sign-out at all sites. No lunch break (or breaks) will be taken during walk through.

- b. Respondent must complete Exhibit I – Pre-Proposal Conference Form and return the completed form to the Buyer indicated in paragraph 2.11 by 5:00 p.m. on **August 21, 2018**. Attendance will be limited to three (3) representatives per Respondent.
- c. Upon approval of Pre-Proposal Conference Form, Respondent shall receive an inventory of view surveillance equipment.
- d. During the pre-proposal conferences, Respondent may ask general questions about the facilities and technical requirements in the RFP, but may not ask questions about the RFP process. While Sheriff's Office staff will attempt to answer questions that can be immediately answered, oral responses made at the pre-proposal conference will be non-binding on the County. Respondent must submit questions in writing to the Buyer following the pre-proposal conference. The Buyer will disseminate written questions and answers in the form of an addendum.

2.6 Submission of a Proposal

Respondent shall submit **one original and four (4) of copies of their Proposal including executed Exhibits A - I.**

Proposal must be sealed and clearly marked with the RFP number.

2.7 On Site Inspection

On site inspection of Respondent's facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.8 Proposal Opening

Proposals will be opened after the Submittal Deadline at the General Services Department, Purchasing Division, 701 Ocean Street, room 330, Santa Cruz. Proposals will be available to the public for review only after award of contract.

2.9 Multiple Offers not Allowed

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, alternative proposals may be included in one Proposal.

2.10 Late Responses

Proposals received after the Submittal Deadline will not be considered for award and will be returned to Respondents unopened. Respondent is responsible for the timely and correct delivery of his Proposal.

2.11 Point of Contact

All questions regarding this RFP shall be made in writing directly to the Contact Person (see cover page). No other individual has the authority to respond on behalf of the County to questions regarding this solicitation. Failure to adhere to this process may disqualify the Respondent.

2.12 References

Respondent shall submit Exhibit B – Customer References with Proposal. Reference checks confirm contractor and/or their sub-contractors have successfully

performed the proposed services on similar projects, including completion within budget, schedule, and scope.

The County reserves the right to:

- a. Check all, any, or no references that the County deems necessary, to assess a firm's past performance;
- b. Contact all or as many references the County determines are representative projects demonstrating experience that is relevant to this scope of services; and
- c. Check any other reference(s) that might be indicated through the explicitly specified contacts or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services known to the County.
- d. The client reference score/weight shall have no bearing on any other evaluation criteria.

2.13 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County. Exhibit D is attached herein.

2.14 Evaluation Criteria

If an award is made, it will be made to the responsive and responsible Respondent(s) that offers the County the greatest value based on an analysis involving a number of criteria. Evaluation criteria may include, but is not necessarily limited, to the following:

On-going service and support requirements; process and estimated timelines, proposal for maintenance and video surveillance.	25 points
Cost of Service and proposed rate structure.	25 points
Capacity of Respondent to perform specified services	25 points
Quality and performance of services offered, including response to emergency services, based on prior contacts and references.	15 points
Merits of proposal including clarity and directness of responses.	10 points
Total:	100 points

A County Evaluation Team will evaluate and select the Respondent that best meets the needs set forth in this solicitation, which is the best qualified and able to provide the specified services. Evaluation of the proposals shall be within the sole judgment and discretion of the County. Award of contract is contingent upon approval by the Board of Supervisors and funding availability.

2.15 Cost of Service

County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the initial contract period. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.16 Reservations

At its sole discretion, County reserves the right to take the following actions any time and for its own convenience:

- Reject any and all Proposals, without indicating any reasons for such rejection.
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any Proposal or procedure, as part of the Proposal or any subsequent negotiation process.
- Withdraw this RFP and issue a new Request for Proposals anytime thereafter.
- Procure any materials or services specified in the RFP by other means.
- Extend any or all deadlines specified in the RFP, including deadlines for accepting proposals, by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFP.
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFP 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, or unqualified.

2.17 Withdrawals of Proposals

By formal written notice, Respondent's Authorized Representative may modify or withdraw his Proposal before the Submittal Deadline. Proposals not withdrawn before the Submittal Deadline will become the property of the County.

2.18 Interpretation

Should any discrepancies or omissions be found in the Proposal, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least seven (7) days before RFP closing date. All addenda issued shall be incorporated into the Contract.



2.19 Pre-Award Conference

If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.20 Responsibility and Performance

The County will consider the Respondent to be the sole point of contact with regard to all contractual matters.

Respondent shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the Contract are satisfactory. It is desirable that the Respondent have local representation to provide onsite consultation/problem resolution if required.

2.21 Qualifications

The following, in addition to any other information you may wish to submit, must be provided in attachment form as part of your Proposal. All responses shall reference the RFP paragraph number.

- a. Experience: Respondent shall be an established firm conducting business of the nature specified in this RFP for a minimum of two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff that would be assigned to the Contract.
- b. References: Provide a list of four (4) references. See Exhibit "B".
- c. Licenses and Permits: Respondent must possess and provide a copy of license or permit to do business in the State of California and the County of Santa Cruz upon request.
- d. Certification: Respondent shall provide proof of certification to be a Bosch service provider.
- e. Other Information: Any other information the Respondent deems appropriate should be included in this section.

2.22 Addenda

These documents may not be changed by any oral statement. Changes to these documents will only be written Addendum issued by the Buyer, or designee.

If/when necessary, a written addendum will be faxed or emailed or mailed to all prospective respondents.

2.23 Extending Contract Prices

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes: \_\_\_\_\_ No \_\_\_\_\_

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

- 2.24 Proprietary Information  
All information appearing within the response is subject to Public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the response.
- 2.25 Protest and Appeals Procedures  
See Exhibit G on page 32.
- 2.26 Local Vendor Preference  
County of Santa Cruz will give a local business a local vendor preference of five (5) points toward a 100-point criteria scale. A local vendor is defined as one that has an established business located within the boundaries of the County as defined in the County Code 2.37.108. In order to qualify, a local vendor must request from, complete, and return the Locally Operated Business Preference Affidavit of Eligibility form to the Purchasing Division of the General Services Department County of Santa Cruz within 3 days after the bid opening. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor the five points.

**SECTION 3. STATEMENT OF WORK**

3.1 Overview

- A. It is County's intent to award a master agreement for all services specified herein to a single contractor. If Respondent is capable of providing most services, but for some reason not all, Respondent should offer as many services as possible and indicate why Respondent cannot provide the other services.
- B. County reserves the right, as it deems necessary or appropriate, to increase or decrease services related to the awarded contract, with thirty (30) day written notice. Contractor shall not claim breach of contract in the event of an increase or decrease in services related to the awarded contract. Increases and decreases will be based on the hourly rates provided in the contract.
- C. Respondent shall have on staff, Bosch certified technician(s).
- D. All requested Quotes by Sheriff and provided by Respondent (upon award of contract), shall be all inclusive for the project quote is requested. Quotes shall include project description, breakdown of materials and labor. Quotes shall also outline any and all warranty information related to the equipment, and performance of installation and/or repair.

3.2 Scope of Work

A. Facilities:

Contractor shall perform work, as specified in paragraphs 3.2(b)-(e), in the following County correctional facilities:

- |  |                |
|--|----------------|
| 1. Main Jail Facility, Water St., Santa Cruz, CA           | 71,700 sq. ft. |
| 2. Women's Facility, Blaine St., Santa Cruz, CA            | 3,800 sq. ft.  |
| 3. Medium Security Facility, 90 Rountree, Watsonville, CA  | 23,030 sq. ft. |
| 4. Medium Security Facility, 100 Rountree, Watsonville, CA | 25,000 sq. ft. |

B. Non-Scheduled Maintenance:

Contractor shall perform non-scheduled maintenance, emergency repair and parts replacement on all equipment installed and operating within the facilities. existing security electronic systems, including but not limited to, cameras, monitors, motion sensors, control panels and jail cell doors along with all locking hardware mechanisms.

C. Scheduled Maintenance and Inspections:

Contractor, in conjunction with staff from the Sheriff's Office and the General Services Department, shall perform scheduled annual or semi-annual inspections and preventative maintenance of facilities and all equipment operating within the existing security including electronic system and locking hardware mechanisms. Scheduled maintenance will be expanded as necessary to implement maintenance recommendations from manufacturers whose equipment is utilized within the facilities.

1. Semi-Annual Inspections:

Contractor shall perform semi-annual inspections of the following systems at the Main Jail facility

- a) Paging and intercom systems:
  - 1. Verify operational status with Logistics Officer.
  - 2. Inspect and clean equipment enclosures.
  - 3. Record amplifier gain settings.
  
- b) Security monitoring and control systems:
  - 1. Inspect and clean control console equipment
  - 2. Verify operational status with Logistics Officer
  - 3. Reboot terminals
  
- c) Central control panels:
  - 1. Motor locks – with light indicators
  - 2. Panic alarms
  - 3. Interior fire doors – with light indicators
  - 4. Emergency fire exit doors – alarmed
  - 5. Local doors – with light indicators
  - 6. Remote doors
  - 7. Monitors
  - 8. Fixed and pan-tilt camera call up
  - 9. Entry and exit powered gates
  
- d) Uninterruptible power supply (UPS) and surge protection systems:
  - 1. Document voltage and current levels
  - 2. Check systems diagnostics
  - 3. Interrupt input power and test
  - 4. Inspect battery system
  - 5. Check surge protector status indicators
  - 6. Install replacement batteries as needed.
  
- e) Closed-circuit television systems:
  - 1. Verify proper video level at monitors
  - 2. Verify proper auto-iris operation
  - 3. Check video clarity for each camera
  - 4. Adjust monitor controls as required.
  - 5. Adjust camera controls as required.
  - 6. Clean (clear dust, debris, spider-webs, etc., focus and reposition cameras as needed.
  
- f) Programmable logic controllers:
  - 1. Check communication lines and all input/output for proper operation.
  - 2. Check and record condition of processor battery back-up.
  - 3. Test redundant operation if applicable.
  
- g) Motion and vehicle detectors:
  - 1. Review operation status with Logistics Officer
  - 2. Check each device for proper operation and/or annunciation.
  
- h) Perimeter intrusion systems:
  - 1. Review operation status with Logistics Officer.
  - 2. Check communication lines and all input/output for proper interface with control system.
  - 3. Clean and test operation of each intrusion sensor.

4. Inspect and clean terminals and equipment cabinets.
  - i) Door locking equipment:
    1. Review operational status with Logistics Officer.
    2. Check communication lines and all input/output for proper interface with door control system.
    3. Inspect, clean and lubricate each door device.
    4. Inspect and clean terminals and equipment cabinets.
    5. Inspect, clean and test as applicable all door power supplies, including air compressors and storage tanks, as applicable.
2. Annual Inspections:

Contractor shall perform annual inspections of the following systems at the Rountree facilities:

  - a) Central control panels:
    1. Motor locks – with light indicators
    2. Panic alarms
    3. Interior fire doors – with light indicators
    4. Emergency fire exit doors – alarmed
    5. Local doors – with light indicators
    6. Remote doors
    7. Monitors
    8. Fixed and pan-tilt cameras, clean, focus and reposition cameras as needed.
    9. Check all security gate(s) functions and position indication.
    10. Check function of the “no climb” perimeter fence alarm system.
- D. Equipment Repair and Replacement:

Contractor shall maintain equipment to include repairing and/or replacing worn, malfunctioning and/or defective security electronics parts as required. Contractor shall examine each piece of equipment to ensure that it is in good operating condition and functioning according to specifications. Contractor shall clean parts and/or components of dust, etc. to allow the equipment to function as designed. Contractor shall calibrate all sensing, monitoring, output, safety and read-out devices for proper ranges, settings and optimum efficiencies. Contractor shall test and cycle all security equipment as a system after cleaning, adjusting, and/or calibrating the equipment to ensure that each component and the system are operating according to specifications. Defective parts shall be covered under manufacturer’s warranty. When replacing parts, Contractor shall use the latest version, as applicable, and replace all ancillary parts including batteries as necessary.
- E. Jail Cell Doors/Frames and Windows/Frames:

Contractor shall work with the Sheriff’s Office to provide specifications and quotes for the replacement and installation of jail cell doors/frames and windows/frames. Contractor may use an approved sub-contractor for design, fabrication and delivery upon the approval of the Sheriff’s Office. Contractor shall oversee timelines, coordinate delivery with Logistics Officers, and coordinate installation of jail cell doors/frames and/or window/frames.
- F. Video Surveillance, Cameras, et. al.:

Contractor shall work with the Sheriff's Office to provide specifications and quotes for the maintenance, any necessary replacement(s) and installation of jail cameras related to video surveillance. Storage for video shall be provided, and it shall be RAID 5 configured storage. Cameras will be recorded at 7.5 frames per second at 720 x 480 resolution at all times. There will be motion in the field of view 40% of the time in any given 24-hour period. Storage requirements shall be calculated based upon these parameters. Storage shall be 401 days minimum for standard recording. Upon specific motion activated or external triggered alarms, camera recording will be increased to 30 frames per second at 720 x 480 resolution. These alarm conditions will not be used to calculate storage. RAID storage shall use a combination of COT drives.

Contractor shall have the ability to monitor available storage of video surveillance, with a mechanism in place to "alert" or provide an "alarm" system warning of low video storage level. Sheriff's Office must be notified when storage nears or reaches 80% capacity. Respondent shall outline process of video storage monitoring.

Contractor shall have the ability to monitor camera failures to "alert" or provide an "alarm" system warning of all camera failures. This should be reported to Sheriff Office staff immediately for back-up measures.

### 3.3 Response Criteria and Times

- A. All non-scheduled maintenance will be identified and authorized by a Logistics Officer or pre-assigned County representative prior to Contractor dispatching a Service Technician. Any and all delays of services and/or scheduled work must be communicated in writing to the Facility Lieutenant, and the Fiscal Division Analyst. At this time, the Contractor shall also inform said Sheriff staff of a reschedule time/date.
- B. Contractor's response shall be determined according to the following levels of severity:
  1. "Critical" issues are herein identified as events that compromise security or have an adverse effect on the operations of the facility.
    - a) Contractor shall respond to critical issues within one (1) hour of notification of a "critical" issue. If Contractor does not respond within one (1) hour of notification, the "standard service" rate rather than "emergency service" rate will apply.
    - b) "Critical" issues shall require an "emergency response" from Contractor, 24 hours per day, 365 days per year.
    - c) Contractor shall maintain on-site an inventory of spare parts for equipment and systems identified as "critical" in paragraph 3.4. Contractor shall determine appropriate inventory based on the condition of the equipment and systems and the overall needs of the facilities.
    - d) Contractor shall, upon request, demonstrate to Logistics staff how to install replacement parts for secure locking mechanisms.
  2. "Sensitive" issues are herein identified as events that adversely impact the operations of the facility but are not considered "critical" as defined in paragraph 3.3(b)(1).

- a) Contractor is not required to maintain an inventory of spare parts for equipment and systems identified as “sensitive” in paragraph 3.4.
  - b) Contractor shall have a service technician on site to make repairs within 24-hours, Monday through Friday, 6:00 a.m. to 4:00 p.m. Exceptions may be made based on the availability of Logistics staff.
3. “Normal” issues are herein identified as events that require maintenance support but are not considered “critical” as defined in paragraph 3.3(a)(1) or “sensitive” as defined in paragraph 3.3(b)(2).
- a. Contractor’s maximum response time for “sensitive” and “normal” issues shall not exceed eight (8) consecutive hours, regardless of when notification occurred. Contractor’s response may include providing technical support by telephone, if applicable, or dispatching a Service Technician at a prearranged service rate.

3.4 Equipment and Systems Issues - Levels of Severity

Contractor shall respond to equipment and systems issues based on the following levels of severity:

- a. Paging and intercom system:
  1. Loss of multiple stations Critical
  2. Single intercom station Sensitive
  3. Single paging station Normal
- b. Door control and monitoring:
  1. Site perimeter doors and gates Critical
  2. Other doors, including jail cell doors Critical
- c. Uninterruptible power supply (UPS) and surge protection:
  1. All components Critical
  2. Evidence of damaging power transients Critical
- d. Closed-circuit television system:
  1. Door and control camera Critical
  2. Perimeter camera Critical
  3. All other cameras Sensitive
  4. Monitors Critical
  5. Video switchers Critical
  6. Video cassette recorders Sensitive
- e. Programmable logic controllers:
  1. All components Critical
- f. Control panels and consoles:
  1. Touch screen control systems Critical
  2. Control panel push button or control switch Sensitive
  3. Control panel light-emitting diode (LED) or indicator Normal
  4. All other components Normal
- g. Motion and vehicle detectors:
  1. All components Sensitive

h.	Perimeter intrusion system: 1. All components	Critical
i.	Site intercom system: 1. Single intercom station 2. Multiple intercom stations	Sensitive Sensitive
j.	Security monitoring and control: 1. Programmable logic controller (PLC) network 2. Local area network (LAN) 3. Touch screen terminals 4. File server 5. Printer	Critical Critical Critical Sensitive Sensitive
k.	Staff duress system: 1. All components	Critical

3.5 Special Maintenance Conditions – Training

A. Contractor shall train three (3) Logistics Officers to reset, repair and replace the following critical components when Contractor's representative is not on site.

1. Programmable logic controller – power supply
2. Programmable logic controller – central processing unit (CPU)
3. Uninterruptible power supply – unit
4. Any component affecting door or gate control for more than eight (8) hours

B. Contractor shall ensure that the Logistics Officers' training is current throughout the contract period.

3.6 Records Maintenance

Contractor shall maintain accurate and complete records including activity logs detailing all work performed on facilities, equipment and systems and recommendations for either repair or replacement of system parts. Contractor shall maintain on site a copy of activity logs. Activity / Work Logs must be attached to every invoice to provide back-up documentation for work completed.

Contractor shall maintain accurate and complete records, including activity logs detailing all work performed on facilities, equipment and systems, and recommendations for either repair or replacement of system parts. Contractor shall maintain on-site, a copy of all ty logs (to be placed in the Logistics Office for each location).

3.7 Warranties on Labor

Contractor shall warranty all labor for 30 days from the date of performance through contract termination. Invoices shall identify the facility, equipment, location of the equipment within the facility and detail the work performed so Contractor's warranty is enforceable.



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<b>SECTION 4. STANDARD TERMS AND CONDITIONS</b>
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The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract

The term of Contract shall be for one (1) year from the date of award with the County's option to extend for three (3) additional one (1) year terms.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement

Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit C – Insurance Requirements and Certificates.

4.16 Default

- a. In addition to its remedies under paragraph 4.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
  1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
  2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 4.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

- a. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.

- b. Principal Test:  
Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.
- c. Secondary Factors:  
(1) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (9) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

#### 4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If Contract provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
  - 1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
  - 2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
  - 3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

4.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold County’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County’s Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs (a) through (d) inclusive, in all subcontractor contracts providing services under Contract.

4.21 Living Wage/Prevailing Wage

a. Living Wage:

Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Noncompliance during the term of Contract will be considered a material breach and may result in termination of Contract or pursuit of other legal or administrative remedies. County Code Chapter 2.122 also contains restrictions on successor contractors regarding employee retention.

b. Prevailing Wage:

If contract provides for construction, installation, alteration, demolition or repair work over \$1,000 it is therefore subject to the provisions of California Labor Code Section 1720 which requires payment of prevailing wages to employees. Contractor shall submit a Prevailing Wage Compliance Statement subsequent to contract award and shall provide its payroll records to awarding department for review. Contractor is required to post prevailing rates at each job site and comply with all applicable requirements of the Labor Code. Contractor shall forfeit, as penalty to County, fifty dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the Contract by Contractor or any subcontractor(s), in violation of the provisions of such Labor

Code. Refer to the State of California Department of Industrial Relations website ([www.dir.ca.gov](http://www.dir.ca.gov)) for rates.

No contractor or subcontractor shall be listed on a bid proposal for public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

No contractor or subcontractor shall be awarded a contract for public works unless registered with the Department of Industrial Relations pursuant to Labor code section 1725.5.

This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4.22 Tropical Wood Products

Any RFP, bid, or other response to a solicitation for RFP or bid which proposes or calls for the use of any tropical hardwood or tropical wood product in performance of Contract shall be deemed non-responsive. Contractor shall not provide any items in performance of Contract which are tropical hardwoods or tropical hardwood products. In the event any Contractor fails to comply in good faith with any of the provisions of County Code Section 2.37.107, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit under Contract, or five percent (5%) of the total amount of Contract, whichever is greater. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to County upon demand and may be offset against any monies due to Contractor from any contract with County.

**SECTION 5. OFFICIAL RFP FORM**

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions herein.

**Respondent shall include with his Proposal:**

1. Letter of Transmittal with information regarding your company and a statement of qualifications to provide the product and services required.

2. Provide cost for proposed services based on the following conditions:

a. Standard Service Rates (Monday through Friday, 6:00 a.m. to 4:00 p.m.)

	<u>Rate/Hour</u>	<u>Estimated Yearly Hours</u>	<u>Total</u>
Service Technician	\$ _____	x 3,000 hours =	\$ _____
Software Programmer (Bosch certified)	\$ _____	x 1,000 hours =	\$ _____
Estimated Yearly Total =			\$ _____

b. Emergency Service Rates (6:00 p.m. to 4:00 a.m., Saturday, Sunday)

	<u>Rate/Hour</u>
Service Technician	\$ _____
Software Programmer (Bosch certified)	\$ _____

c. Overtime Service Rates

	<u>Rate/Hour</u>
Service Technician	\$ _____
Software Programmer	\$ _____

d. Holiday Service Rates

	<u>Rate/Hour</u>
Service Technician	\$ _____
Software Programmer	\$ _____

e. Materials / Parts Replacement

Cost plus \_\_\_\_\_%

Compliance

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal?

Yes \_\_\_\_\_ No \_\_\_\_\_

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, 2018

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_





**STANDARD DEFINITIONS FOR MINORITY/WOMEN/DISABLED BUSINESS ENTERPRISE FOR THE PURPOSES OF SANTA CRUZ COUNTY CONTRACT COMPLIANCE PROCEDURES SHALL BE AS FOLLOWS:**

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and

b. whose management and daily business operations are controlled by one or more such individuals.

2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned by one or more women; and

b. whose management and daily business operations are controlled by one or more women who own it.

3. A **Disabled Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned by one or more disabled persons; and

b. whose management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

**Exhibit B  
Customer References**

List and submit with Proposal, four (4) customer references for whom you have furnished similar services in size and nature, two (2) of which in Santa Cruz County Area if applicable. County/Public Agencies are preferred.

1. AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

2. AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

3. AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

4. AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_



**Exhibit D  
Non-Collusion Declaration**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, \_\_\_\_\_, am the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_,  
(Position/Title) (Company)

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Bidder (Firm, Corp., Individual)

\_\_\_\_\_  
Title of Authorized Representative

Exhibit E
COUNTY OF SANTA CRUZ
LIVING WAGE COMPLIANCE STATEMENT – FY 18-19

Only qualified employees covered under the Living Wage Ordinance 2.122 are allowed to work for County contracts and purchase orders. Vendors must familiarize themselves with this ordinance as located at http://www.co.santa-cruz.ca.us Business/vendor registration/Living Wage. Vendors must certify their intent to comply each year and return this completed form to: County of Santa Cruz: General Services Department – 701 Ocean St. Santa Cruz, CA 95060 or by fax: 831-454-2710.

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

Address: \_\_\_\_\_
Street City State Zip

Proposed Service: \_\_\_\_\_ for Department: \_\_\_\_\_

- 1. Number of company employees: \_\_\_\_\_ If five or less, skip questions 2-9, sign below and return.
2. Of these employees, are they covered by a collective bargaining agreement? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

\_\_\_\_\_

If no above, are your covered employees receiving a pay rate that meets or exceeds the County of Santa Cruz Living Wage requirements (\$16.65/hr. with benefits or \$18.16/hr. without benefits)? Yes: \_\_\_\_\_ No: \_\_\_\_\_

- 3. Are medical benefits provided to your covered employees who are assigned to any County contract?
Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, enter the name and address of the plan or program below.

\_\_\_\_\_
Name of program, plan or fund Address

- 4. Are your covered full-time employees receiving a minimum of twelve days compensated leave annually (sick and vacation leave combined)? Yes: \_\_\_\_\_ No: \_\_\_\_\_
5. Will any subcontractors perform work on this contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_
If yes, please complete and submit this form for each subcontractor working on this County Contract.
6. Please list all current contracts and purchase orders for services you have with the County. Use an additional sheet if necessary.

\_\_\_\_\_
Contract/PO# Dollar Amount Contract/PO# Dollar Amount Contract/PO# Dollar Amount

- 7. Within the last five years, have you had any violations with the National Labor Relations Board, Occupational Safety and Health Agency, California Labor Commission, Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: \_\_\_\_\_ No: \_\_\_\_\_

- 8. For each County contract, you may be required to provide certified payroll records after the contract is completed to include the following information for each employee assigned to the work: employee name, contact phone number, job classification, hire date, employer benefit contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: \_\_\_\_\_ No: \_\_\_\_\_

I certify, under penalty of perjury, that the above information is true and correct.

\_\_\_\_\_
Name (please print) Title Phone Number Fax Number

\_\_\_\_\_
Signature Date

\_\_\_\_\_
Email address

## **Exhibit F Insurance Requirements**

### Indemnity

In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the County of Santa Cruz, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

### Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respect COUNTY and any insurance or self insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
  - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
  - b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
  - c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
    - (i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;
    - (ii) Full Personal Injury coverage;
    - (iii) Broad form Property Damage coverage, and
    - (iv) A cross liability clause in favor of COUNTY.
2. Other Insurance Provisions
  - a) As to all insurance coverage required herein any deductible or self insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by COUNTY.
  - b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.

- c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy: "The County of Santa Cruz is hereby added as an additional insured as respects the operations of the named insured."
- d) All the insurance required herein shall contain the following clause: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of Santa Cruz, Auditor/Controller, 701 Ocean Street, Santa Cruz, CA 95060".
- e) Prospective CONTRACTOR agrees to provide COUNTY at or before the effective date of any award resulting from this Request for Proposal with a certificate of insurance of the coverage required.
- f) If any insurance policy of Contractor required by these Contract Documents includes language conditioning the insurer's legal obligation to defend or indemnify the County of Santa Cruz on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the County of Santa Cruz as a named insured. Notwithstanding the foregoing, both the Contractor and its insurers agree that by naming County of Santa Cruz as a named insured, the County of Santa Cruz may at its sole discretion, but is not obligated to, perform any act required by the named insured under said insurance policies.
- g) Prospective CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to County or any additional insured.
- h) All required insurance policies shall be endorsed to contain the following clause: "This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Santa Cruz County  
Attention: General Services Department  
701 Ocean Street, Room 330  
Santa Cruz, CA 95060

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at time of submittal of Request for Proposals, proof of the insurances stated herein, which will be incorporated in the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your Proposal with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your Proposal would be increased due to the cost of this insurance. Finally please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at 831-454-2246.

**EXHIBIT G**  
**Protests and Appeals Procedures**

**1. Protests to the General Services Director**

Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after notification of the recommendation of award.

**2. Decision of the General Services Director**

The General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to \$15,000), then the General Services Director's decision shall be final.

The General Services Director shall discuss with County Counsel all protests prior to issuing a written decision.

**3. Protests and Appeals to the Board of Supervisors**

(a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.

(b) Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved may protest a bid to the Board of Supervisors.

**4. Time Limits for Filing Protests and Appeals to the Board of Supervisors**

Protests and appeals to the Board of Supervisors must be filed no later than ten days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

**5. Content of Protest and Appeal; Stay of Award**

Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:

- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.

In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.



**6. Protest and Appeal Procedure**

- (a) Hearing Date. A hearing before the Board shall be scheduled within thirty days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten days before the scheduled hearing date.
- (c) Hearing. At the hearing, the Board shall review the record of the process or decision and hear oral explanations from the protestor and any other interested party.
- (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five working days after the date of the decision, and to any other party requesting such notice.
- (e) A decision by the Board shall become final on the date the decision is announced to the public.

I acknowledge and will abide by the Protest and Appeals Procedures provided herein.

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date

Exhibit H

**LOCALLY OPERATED BUSINESS PREFERENCE AFFIDAVIT OF ELIGIBILITY**

Please review County Code Section 2.37.108 "Local Business Preference". Complete all areas below. Incomplete forms will be rejected. Submit completed form by email, mail or in person to the above address.

1) LEGAL NAME OF BUSINESS: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Physical address (if different): \_\_\_\_\_

2) Month/year this business was established in Santa Cruz County:

3) Business license issued by an incorporated city within Santa Cruz County:  
Business license #: \_\_\_\_\_ Issued by: \_\_\_\_\_

4) For transactions that require sales tax, provide the following reseller information:

Reseller's permit #: \_\_\_\_\_  
Company name and address as it appears on the reseller's permit:  
\_\_\_\_\_  
\_\_\_\_\_

1) Does this business have more than one (1) physical location in California?

Yes \_\_\_ No \_\_\_

If yes, please specify the physical location considered the point-of-sale for sales tax purposes:

6) Does this business have at least one (1) physical location staffed by at least one (1) full-time employee or owner/operator located in Santa Cruz County?

Yes \_\_\_ No \_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

7) In the most recent tax year, was this business required to pay any or all of the following:

Income taxes? Yes \_\_\_ No \_\_\_

Payroll taxes? Yes \_\_\_ No \_\_\_

Sales tax? Yes \_\_\_ No \_\_\_

Property taxes for property located in Santa Cruz County? Yes \_\_\_ No \_\_\_

8) Is the local business delinquent in the payment of any taxes, charges or assessments owed to Santa Cruz County or to an incorporated city within Santa Cruz County? Yes \_\_\_ No \_\_\_

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County of Santa Cruz in an attempt to qualify for a local preference shall be prohibited from bidding on Santa Cruz County projects for a period of three (3) years.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Exhibit I  
PRE-PROPOSAL CONFERENCE FORM

This Pre-Proposal Conference Form must be completed and returned to the Santa Cruz County General Services Department, Purchasing Division by August 21, 2018 at 5:00 p.m. The Facility will provide an escort.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Please provide the following information for Contractor's Representative(s) that will be attending the Pre-Proposal Conference on August 28, 2018.

Attendee #1 Name: \_\_\_\_\_

Attendee Title: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

Mobile Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Attendee #2 Name: \_\_\_\_\_

Attendee Title: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

Mobile Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Exhibit J  
County of Santa Cruz  
Prevailing Wage Compliance Statement  
(To be completed and submitted after award of contract)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

RFP # \_\_\_\_\_ Title: \_\_\_\_\_

Pursuant to Section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

As a requirement, contractors are required to submit their employees' prevailing wage documentation in conjunction with any and all requests for payment, and prior to the Notice of Completion being issued (if applicable). The project manager reviews the documentation submitted by comparing it with the General Prevailing Wage Determination issued by the California Department of Industrial Relations. Any discrepancies found in the submitted documentation will delay action on the payment request and may constitute grounds for a stop work notice in accordance with the contract's general conditions.

I hereby certify that I understand my contractual responsibilities for providing the prevailing rate of per diem wages as described above, and my responsibilities for providing accurate documentation of such.

\_\_\_\_\_  
Name (Please print) Title Phone Number Fax Number

\_\_\_\_\_  
Signature Date

Received by:

\_\_\_\_\_  
Name (Please print) Title Signature Date