



# 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) #18P2-007

**FOR**

### ***DATA/VOICE CABLING INSTALLATION & REPAIR SERVICES***

Mandatory Pre-Proposal Walk-Thru	Wednesday, February 27, 2019, 10:00 AM Pacific Standard Time, at locations specified in this RFP.
Question Deadline	<b>Friday, March 1, 2019, 5:00 PM; Pacific Standard Time,</b> Submit questions by email to Contact Person
<b>Submittal Deadline</b>	<b>Tuesday, March 12, 2019, 2:00 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 for Data/Voice Cabling Services including voice, data, fiber and video from fully licensed, insured, bonded, certified CONTRACTORS to furnish all labor, tools, equipment, and incidentals required to provide Data/Voice Cabling Installation and Repair Services. The County intends to award the successful respondent(s) a one-year contract commencing July 1, 2019, in the approximate amount of \$100,000 with three annual renewal options. Fixed pricing on labor rates will need to be in effect for the first contract year. After one full year of service, labor rates may be adjusted based on the percentage change of the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area on the anniversary of the signing date. The County may issue multiple awards on this RFP.

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.

<b>SECTION 2.</b>	<b>INSTRUCTIONS TO RESPONDENTS</b>
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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 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      Insurance Requirements (do not return)**
- Exhibit F      Protest and Appeals Procedures (do not return)**
- Exhibit G      Locally Operated Business Preference Affidavit of Eligibility \***

\* Execute and return with Proposal except for Exhibit G if not applicable.

2.3 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:

Activity	Date
Release RFP	2/11/19
Advertise Solicitation in Santa Cruz Sentinel	2/11, 2/19
Mandatory Walk-Thru	2/27/19
Deadline for questions	3/1/19
Deadline for submittals	3/12/19
Notice of Award	3/13 – 3/29
Board Approval	Spring 2019

2.4 Mandatory Pre-Proposal Conference (Walk-Thru) and Site Examination

Respondent (prospective contractor) is required to attend the pre-proposal conference (walk-thru) to participate in this RFP process. The conference will take place at the County of Santa Cruz Government Center and the Emeline Complex. Prospective contractors are to meet on Wednesday, February 27, 10:00 am PST, at the General Services Department, Purchasing Division, 701 Ocean Street, room 330 (3<sup>rd</sup> floor), Santa Cruz. The estimated time to allow for visiting the two sites is one to two hours. Proposals submitted by Respondents that fail to attend the pre-proposal conference will be rejected for noncompliance with the RFP requirements. The pre-proposal conference will occur as follows:

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SITE LOCATIONS 1 & 2 OF WALK THROUGH:

Site 1: 701 Ocean Street, Santa Cruz, CA 95060  
February 27, 2019, 10:00 a.m.  
Government Center - Meet at General Services Department,  
701 Ocean Street, room 330, Santa Cruz

Site 2: 1400 Emeline Avenue, Santa Cruz, CA 95060  
February 27, 2019, after completion of Government Center walk-  
thru: Meet in front of 1400 Emeline Building.

2.5 Submission of RFP Response

- a. Respondent shall submit five (5) hardcopy sets: one (1) original signed in blue ink and marked "ORIGINAL" and four (4) identical copies ; and one (1) electronic copy (USB drive or CD) of the completed proposal as specified herein.
- b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #18P2-007**, addressed to:

GSD - Purchasing Division  
Attn: Phil Santaluce  
701 Ocean Street, Room 330  
Santa Cruz, CA 95060

2.6 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.

2.7 Public Opening

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

2.8 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.

2.9 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.

2.10 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.

2.11 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.

2.12 Non-Collusion Declaration

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

2.13 Evaluation Criteria

Minimum requirements of the Contractor:

- a. Primary business is the installation of voice, data and fiber cabling with a valid C-7 State of California contractor's license.
- b. Project manager or assigned representatives must be RCDD or similarly certified.
- c. Minimum of 50% of technical work staff on any County project must be BICSI or similarly certified.

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:

Hourly rate of services and the overall cost	25 points
Compliance with RFP requirements including licensing, certification, organization and scheduling of staff.	25 points
Quality & performance of previous contracts	20 points
Capacity of Respondent to perform required services	25 points
Local vendor preference	5 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

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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.

2.14 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 June 30, 2020. 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 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.

2.20 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. Permit: 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.
- d. Other Information: Any other information the Respondent deems appropriate should be included in this section.

2.21 Addenda

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

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

2.22 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.

2.23 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.

2.24 Protest and Appeals Procedures

See Exhibit F.

2.25 Local Vendor Preference

County of Santa Cruz will give a local business a local vendor preference of five (5) points toward the 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 complete and return the Locally Operated Business Preference Affidavit of Eligibility form (Exhibit I) to the Purchasing Division of the General Services Department County of Santa Cruz within three (3) days after the bid opening. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor five points toward the 100-point criteria scale.

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**SECTION 3. STATEMENT OF WORK**

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**3.1 Scope**

It is the intent of the County to solicit an RFP to provide voice, data, fiber and video cabling complying with the Codes and Standards referenced herein in all County operated facilities. The County may make multiple awards for this RFP.

If your firm is capable of providing most services, but for some reason not all, you should bid on as many services as possible and indicate why you cannot provide the other services.

The County maintains the right, as it may deem necessary, to add or delete devices to this contract, with only a thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

**3.2 Abbreviations**

EIA	Electronic Industry Association
TIA	Telecommunications Industry Association
IDF	Intermediate Distribution Frame (rooms used for wiring closet)
LIU	Light interface Unit
MDF	Main Distribution Frame (room at main building entrance for wiring distribution)
BICSI	Building Industry Consulting Service International
RCDD	Registered Communication Distribution Designer
LAN	Local Area Network
CAD	Computer Aided Design
NFPA	National Fire Protection Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

**3.3 Applicable Standards**

Structured Cabling System installations for new buildings, cable additions or modifications, building renovations or remodeling shall comply with the following standards:

- Underwriters Laboratory (UL) LAN Cable Certification Categories 3, 5e, 6 and applicable listings and ratings for cable products. The County requires Category 6, unless otherwise specified.
- National Electric Code
- National, State, and Local OSHA, building and fire codes
- Up to TIA/EIA 568-B.2-D Commercial Building Telecommunications Cabling Standards. The County requires T568A pinout, unless otherwise specified.

- TIA/EIA-569 Standard: Commercial Building Standard for Telecommunications Pathways and Spaces
- TIA/EIA-598 Standard: Commercial Building Standard for Fiber Optic Cabling
- TIA/EIA-606 Standard: Administration Standard for Commercial Telecommunications Infrastructure
- TIA/EIA Telecommunications System Bulletin (TSB) 67
- J-STD-607 Standard: Commercial Building Grounding and Bonding Requirements for Telecommunications
- IEEE 802.3 Ethernet Standards
- BISCI Telecommunications Distribution Methods Manual TDMM
- FCC Part 68.500

Bidders are expected to have access to the referenced material to ensure conformity to the specifications. All referenced standards are available through: Global Engineering Documents, 15 Inverness Way East Englewood, CA 80112-5776; 800-854-7179.

#### 3.4 Conformance

All work and materials shall conform to the latest rules of the National Electric Code, the regulations of the State Fire Marshall, NFPA, all OSHA regulations and requirements, the building, fire and electrical codes of the State of California and the County of Santa Cruz.

#### 3.5 General Requirements

- 1) The CONTRACTOR shall provide moves, adds and changes as activity for voice, data, fiber and video cabling as well as troubleshooting and emergency cable repair. As built CAD drawings of the cabled site will be required for all adds and changes.
- 2) All cabling shall be routed in such a way as to minimize EMI and RFI interference. Cables shall be routed to maintain the following minimum distances from disturbance sources as indicated below:
  - a) Unshielded power lines or electrical equipment in proximity to open telecommunications systems: 5 inches.
  - b) Unshielded power lines or electrical equipment in proximity to enclosed telecommunications systems: 2.5 inches.
  - c) Enclosed power lines or electrical equipment rated at 2.5kVA or greater in proximity to open telecommunication systems: 24 inches.
  - d) Enclosed power lines or electrical equipment rated at 2.5kVA or greater in proximity to enclosed telecommunication systems: 6 inches.
  - e) Distance from fluorescent or HID lighting fixtures: 6 inches.

- 3) All points of termination shall be properly labeled with a standardized, double ended system to facilitate cable and connection identification. The following shall be observed:
  - a) Labeling shall indicate the destination ends of the cable, as per County of Santa Cruz network numbering plan.
  - b) Labeling shall be imprinted on material (preferably plastic or plasticized paper) using indelible black ink.
  - c) Labeling shall wrap entirely around the cable.
  - d) Labeling shall be between 4 to 6" from each end of the cable or the most logical point that would allow the label to be easily read.

### 3.6 Cabling Project Specifications

The County of Santa Cruz generally installs two (2) data cables per workstation location. All sites have some LAN wiring currently in place, there may be a requirement to remove old cabling that will be determined and included on an individual site basis. The general guidelines for installation of inside wiring for the County of Santa Cruz require the CONTRACTOR to provide all labor and materials for installation of the interior building cable system including interior conduit. In addition to the previously delineated standards, the CONTRACTOR will install the interior building cable system in accordance with the minimum specifications outlined below.

All buildings will provide one dedicated telecommunications main distribution frame room (MDF) and most likely one or more dedicated telecom intermediate distribution frame rooms (IDF). The County of Santa Cruz shall determine the number of these rooms.

See Exhibit G for list of County facilities.

All fiber runs must be clearly labeled at both ends using the County of Santa Cruz network numbering plan. Fiber cables shall be terminated in rack mounted LIU patch panels. The County uses both single mode and multimode fiber (Multimode OM1 60.25 and OM3 50 micron) and terminate with duplex SC, ST or LC type connectors, depending on the project.

### 3.7 Asbestos

The County of Santa Cruz has conducted limited surveys of its facilities to determine the presence of Asbestos Containing Materials (ACM). The CONTRACTOR shall be responsible for ensuring that any SUBCONTRACTORS, workmen, or others associated with the work on this project have been notified of the presence of asbestos containing materials at the construction site if known and have been properly instructed to approach all work with caution. If during the course of construction, materials are discovered, that are suspected to contain ACM, and the CONTRACTOR shall stop work and notify the County project manager immediately.

### 3.8 Safety

- All CONTRACTORs will be responsible for their Employees, and subcontractors. It will, be up to them to enforce all safety regulations set forth by the County and Cal-OSHA. This will include all safety ware and equipment necessary to provide a safe work environment for all workers and the public in and around the job site.
- The use of safety wear and equipment, such as eye protection, ear protection, and other required safety equipment would be strictly enforced. Work areas will be marked off and safe paths provided for county employees and the general public.
- Noise and dust will need to be contained and kept to a minimum when working in occupied areas and may require after hours work.
- When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.
- All welding, cutting or brazing will require a fire-watch with a fire extinguisher.
- All CONTRACTORs are responsible for their equipment and must ensure that it is safe and in good working order. All electrical equipment to be used on site will be checked by the Project Manager.
- All CONTRACTORs are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.
- Material Safety Data Sheets for any materials used on the project are required. No storage or disposal of hazardous materials on site is allowed. For any work site/facility that is equipped with a security system or that has doors that must remain locked, the entering of this site/facility or shutdown of the security system will need to be authorized by the Project Manager and/or the Building Maintenance Superintendent.
- The Project Manager will explain to their staff all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.
- A dress code is required within the county facilities. Work attire will be neat and clean and will meet OSHA requirements. No t-shirts, shorts, or open-toed shoes will be permitted.
- A visitor identification badge will be worn at all times, as provided by the General Services Department.
- The County of Santa Cruz has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.
- All cabling contactors shall be required to adhere to the maintenance service tracking system, including tracking of start and completion times of each cabling job performed under the County contract.

### 3.9 Contractor Access to Sensitive Sites

The following conditions apply to CONTRACTOR and construction worker access to the Santa Cruz County Jail and other Detention, District Attorney or Probation Facilities.

The CONTRACTOR and their employees seeking admission to the premises of the Santa Cruz County Jail and other Detention and Probation facilities will be subject to a background check. The following criteria will result in no clearance being granted:

- a. Anyone on Parole
- b. Anyone on active Probation for a Felony
- c. Anyone who has been in custody in this Facility within the last 60 days.
- d. Anyone who is a registered sex offender per 290 PC
- e. Anyone who is a drug registrant per 11590 H&S.

1) Criminal History:

Additionally, a criminal history will be run and could subjectively lead to exclusion from these facilities. Such convictions as drug smuggling, dealing or possession for sale, and any violent felony could and probably will exclude the individual from these facilities. County Sheriff's Office and Probation administrative staff reserves the right to refuse any individual access to these facilities.

2) Items Not Allowed:

The following are NOT allowed in these facilities, and not on the facilities grounds:

- a. Alcohol, drugs or tobacco (any form)
- b. Lighters
- c. Weapons (any kind)
- d. Cell Phones (can be in personal vehicles)
- e. Pagers (leave in personal vehicles, if possible. Pagers are subject to search.)
- f. Briefcases and bags with needed supplies will be stored in secure areas.

3) Access:

CONTRACTOR and worker access will be controlled. An officer stationed at your ingress area will issue workers an individual badge in the morning. County staff will take your identification (e.g. California Driver's License) as collateral for a jail visitor's badge. All workers are subject to search. Tools, bags, and materials will be searched. Attire: Workers must be appropriately clothed. Attire, which is revealing, gang related or offensive to others, is not allowed. The Sheriff's Department reserves the right to determine the appropriateness of attire.

4) Inmate Behavior / Interaction:

- a. DO NOT communicate or interact with any of the inmates in any matter or form. This includes speaking to them, writing to them, or delivering notes for them.
- b. DO NOT give inmates anything or take anything from them.
- c. DO NOT respond to flirtatious behavior by inmates.

5) Parking:

- a. CONTRACTOR will have a designated parking area for a limited number of vehicles.
- b. CONTRACTOR and workers will have access to their vehicles.

6) Tool Control:

- a. The CONTRACTOR within the jail shall control tools.
- b. A designated secure location will be provided to the CONTRACTOR for the storage of tools

- c. All tools and materials must be accounted for at the end of the day.

3.10 Contract Management

A. On call schedules

- a. A two-hour response time is expected for emergency needs.
- b. A two-day response time with an appointment is expected for normal services
- c. Appointments must be kept, and County contact notified if there is to be an exception
- d. Attendance will be recorded and untimely responses will be noted and may result in a breach of contract if schedules are broken more than an occasional traffic tie up.

B. Reporting:

A report must be generated after every job is completed. Refer to Exhibit H for an example of the necessary compliance testing report. All compliance testing reports must be submitted to the County Project manager no later than 7 days after completion of work.



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**SECTION 4. STANDARD TERMS AND CONDITIONS**

The following provisions are expected to form the basis for the contract between the County and the successful Respondent(s).

- 4.1 Term of Contract  
The term of this contract shall be for twelve (12) months, commencing July 1, 2019, renewable annually for three (3) additional years.
- 4.2 Purpose of Contract  
The purpose of the Contract is to establish the terms and conditions under which the Contractor shall provide the services specified herein.
- 4.3 Changes  
After award, no changes or additional service charges shall be made or imposed during the life of the Contract, nor will bills for changes or extra charges, modifications or deviations be recognized or paid for except upon written order from the County of Santa Cruz General Services Department - Purchasing Division, in advance of any additional work.
- 4.4 License and Permits  
Contractor's employees shall possess all applicable licenses and certifications required by the State of California and the County of Santa Cruz. Such licenses and certifications are to be presented to the County prior to the contract signing. The Contractor shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.
- 4.5 Compliance with Laws  
Contractor shall comply with all applicable federal, state and local rules, regulations and laws.
- 4.6 Termination  
The County reserves the right to terminate the Contract, in whole or in part, at any time, for any reason or no reason, without penalty. County shall give Contractor thirty (30) days written notification prior to the effective date of termination.
- 4.7 Assignment  
Contractor shall not assign the Contract, or any interest herein, without the prior written consent of the County, and then only to a person or persons approved by the County on such terms and conditions as County may require. If contractor is sold, thirty (30) days advanced notice must be provided to the County. The County may elect to cancel the contract at that time. In the County's sole discretion, new owner may be permitted to assume all existing terms and conditions of the contract.
- 4.8 Inclusion of Documents  
This RFP, all addenda, and successful proposal will be incorporated as part of any final Contract.

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4.9 Price Guarantee and Change Orders

The County's cost will remain the same during the length of the contract. The County will not recognize change orders unless approved by the authorized representative of the General Services Department - Purchasing Division in advance of the commencement of the additional work. Hourly rates may be adjusted only as stated in 2.13 of these terms and conditions.

4.10 Price Decline

In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then Contractor shall immediately extend those same lower prices to the County.

4.11 Quotes and Invoices

All quotes shall be done on a time and materials basis with a not to exceed total cost and shall be approved by the Information Services Department prior to the commencement of any requested work.

Any Change Orders to quotes shall only be authorized by the Information Services Department.

On all invoices, Contractor shall itemize actual hours and materials required along with labor charges. Invoices shall be transmitted by the Contractor to the Information Services Department. Each invoice must clearly identify the following information:

- County Contract or Purchase Order Number
- Service location
- Time and date of service
- Signature of Department Contact, or designee

4.12 Off-Shore Outsourcing of Services

Contractor certifies that any services performed on any purchase order or contract with the County of Santa Cruz, either by contractor or any sub-contractor will be performed solely by workers within the United States.

4.13 Severability

Should any part of the 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 the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

4.14 Controlling Law

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

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- 4.15 Amendment  
Amendment to or modification of the terms and conditions of the Contract shall be effective only upon the mutual consent in writing by the parties hereto.
- 4.16 Indemnity and Insurance Requirements  
Certificates of Insurance for Liability, Automobile, and Worker's Compensation must be provided to the County of Santa Cruz, General Services Department, Purchasing Division, before contract is signed and must remain in effect throughout the entire term of the Contract; reference Exhibit "F".
- The County reserves the right to withhold payments to Contractor or cancel contract in the event of non-compliance with the insurance requirements outlined above.
- 4.17 Living Wage/Prevailing Wage  
(A) Living Wage: This contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Any provided service with Prevailing Wage hourly rates less than the current Living Wage Rates, must be paid at the current Living Wage Rates. Noncompliance during the term of the contract will be considered a material breach and may result in termination of the contract or pursuit of other legal or administrative remedies. The Chapter of the County Code also contains restrictions on successor contractors regarding employee retention.  
(B) Prevailing Wage: If this contract provides for installation, repair, or maintenance work over \$1,000.00, then California Labor Code Section 1720 requires that prevailing wages must be paid. Contractor's payroll records shall be sent to the County's Purchasing Division for review. Successful contractors are required to post prevailing rates at each job site and comply with all applicable requirements of the Labor Code. Rates are filed on the State of California Department of Industrial Relations web site ([www.dir.ca.gov/](http://www.dir.ca.gov/)).
- 4.18 Tropical Wood Products  
This Contract is subject to Santa Cruz County Ordinance 2.37.107, which prohibits the use of tropical hardwood or tropical wood products. If Contractor fails to comply in good faith with any of the provisions of County Code Section 2.37.107, the respondent or Contractor shall be liable for liquidated damages in an amount equal to the respondents or Contractors net profit under the Contract, or five percent (5%) of the total amount of the Contract Sum, whichever is greater. The Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the County upon demand and may be set off against any monies due to the respondent or Contractor from any contract with the County.
- 4.19 Default  
1) In addition to its remedies under Section 4.6 of this RFP, the County may, by written notice of default to the Contractor, terminate the whole or any part of a contract:  
a) The contractor fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension there of; or  
b) The contractor fails to perform any of the other provisions of this contract.  
2) In the event the County terminates a contract in whole or in part, as provided in Paragraph (a), of this clause, the County may procure, upon such terms and

in such manner as may deem appropriate, supplies, services or work similar to those so terminated, and the contractor shall be liable to the County for any excess costs for such similar supplies, services or work; PROVIDED, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault and negligence of the contractor.

#### 4.20 Equal Employment Opportunity

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The 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, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The 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 this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the 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, the following: 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, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

- (3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph B to be inserted in all subcontracts for any work covered under this Agreement 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.

4.21 Independent Contractor Status

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.

Principal Test: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

Secondary Factors: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) 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; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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.

4.22 Acknowledgement

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

4.23 Retention and Audit of Records

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement 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 Santa Cruz 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 this Agreement.

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4.24 Presentation of Claims

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

4.25 Travel Reimbursement

All travel, hotel accommodations and meal expenses for services required under any resulting contract from this Request for Proposal, shall be charged at current per diem rates as follows: 1) Mileage rates are limited to the maximum allowable IRS rate for California; 2) Lodging rates are limited to the Federal maximum per diem rates plus the applicable transient occupancy taxes; 3) Meal reimbursement rates are limited to Federal per diem rates. Any exceptions must be pre-approved by the County Auditor/Controller.

4.26 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under this Agreement 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 state or federal 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.

1. Contractor agrees to hold the 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 the Agreement or as otherwise authorized in writing by the County, or applicable laws.
2. Contractor agrees to protect the privacy and security of 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 the Protected Information.
3. Within 30 days of the termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Protected Information to the County unless the County requests in writing that such data be destroyed. Contractor shall certify in writing to the County that such return or destruction has been completed.
4. Contractor agrees to include the requirements contained in paragraphs (A) through (D) inclusive, in all subcontractor contracts providing services under this Agreement.

## SECTION 5. OFFICIAL Proposal 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 services and product required.
2. Services offered with complete description.
3. Provide resumes of project team that would be assigned to this project.
4. Costs to County of Santa Cruz:

4a) Hourly Cabling Rate – standard business hours,  
Monday thru Friday, 8 am to 5 pm: \$ \_\_\_\_\_

4b) Hourly cabling rate – non-standard business hours,  
any hours not Monday thru Friday, 8 am to 5 pm: \$ \_\_\_\_\_

4c) Materials cost \$ \_\_\_\_\_ % over cost

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 \_\_\_\_\_, 2019

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

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

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

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

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





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**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.

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**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

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## Exhibit E 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.

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## 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 F**  
**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.



**EXHIBIT G  
COUNTY FACILITIES**

<b>Site Address</b>	<b>Agency</b>
701 Ocean Street, Santa Cruz, 95060	Government Center
420 May Avenue, Santa Cruz, 95060	Department of Child Support Services
640 Capitola Road, Santa Cruz, 95062	Agriculture Commissioner
941 Eldorado Avenue, Santa Cruz, 95062	Health Services Clinic
3650 Graham Hill Road, Felton, 95018	Juvenile Hall
1430 Freedom Blvd, Watsonville, 95076	Health Services Clinic
115 A Coral Street, Santa Cruz, 95060	Health Services Clinic
12-18 West Beach Street, Watsonville, 75076	Human Services
140 Herman Ave, Watsonville, 95076	Human Services; Headstart
607 Front Street, Santa Cruz, 95060	Health Services Clinic
979 17th Avenue, Santa Cruz, 95062	Parks Department Offices
2700 Brommer Street, Santa Cruz, 95062	Department of Public Works
198 Holohan Road, Watsonville, 95076	Department of Public Works
790 Green Valley Road, Watsonville, 95076	Sheriff Substation
171 Aptos Village Way, Ste T1, Aptos, 95003	County Satellite Office
100 Rountree Lane, Watsonville, 95076	County Jail Site
175 Westridge Drive, Watsonville, 95076	Agriculture Commissioner
2750 Lode Street, Santa Cruz, 95062	Department of Public Works
1231 Buena Vista, Watsonville, 95076	Department of Public Works
2801 Mission Street, Santa Cruz, 95060	Elections
275 Main Street, Watsonville, 95076	Watsonville County Courthouse
987 Bostwick Ln, Santa Cruz, 95062	Health Services Agency
2200 7th Avenue, Santa Cruz, 95062	Animal Services
1025 Center Street, Santa Cruz, 95060	Human Services
5200 Soquel Avenue, Santa Cruz, 95062	Sheriff /Public Safety Campus
245 Westridge Drive, Watsonville, 95076	Human Services
842 Front Street, Santa Cruz, 95060	Human Services
9835 Newell Creek Rd, Ben Lomond, 95005	Department of Public Works
870 17 <sup>th</sup> St, Santa Cruz, 95062	Parks (Felt St annex)
8500 CA-9, Ben Lomond, 95005	Highlands Park
769 Green Valley Rd, Watsonville, 95076	Parks at Pinto Lake
4145 Clares St, ste D, Capitola, 95010	District Attorney
13210 CA-9, Boulder Creek, 95006	Sheriff sub station

1800 Green Hills Rd, Scotts Valley, 95066	Health Services Agency
275 Main St, Watsonville, 95076	Watsonville Courthouse
580 Airport Blvd, Watsonville, 95076	Animal Services
201 Hihn St, Felton, 95018	Department of Public Works
6062 Graham Hill Rd, Felton, 95018	Sheriff sub station
259 Water St, Santa Cruz, 95062	Sheriff Jail

## EXHIBIT H COMPLIANCE TESTING REPORT



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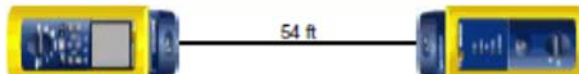
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 Fault Anomaly Threshold: 15%

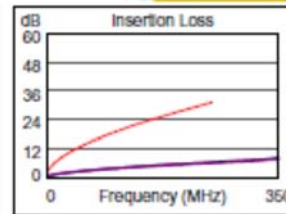
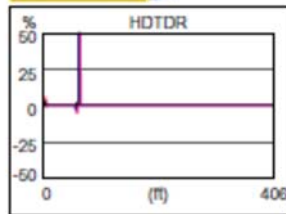
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 Limits Version: 5.17  
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 Shield Test: N/A

Model: DSP-4300  
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 Main Adapter: LIA 102  
 Remote Adapter: LIA 102

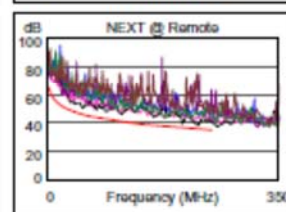
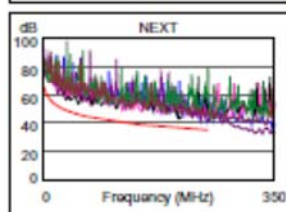
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PASS	
	1 2 3 4 5 6 7 8



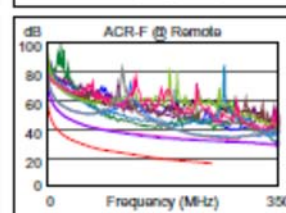
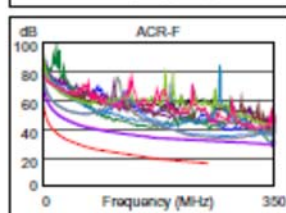
Length (ft), Limit 295	[Pair 01]	54
Prop. Delay (ns), Limit 498	[Pair 01]	84
Delay Skew (ns), Limit 44	[Pair 01]	4
Resistance (ohms)		N/A
Insertion Loss Margin (dB)	[Pair 01]	24.6
Frequency (MHz)	[Pair 01]	250.0
Limit (dB)	[Pair 01]	31.1



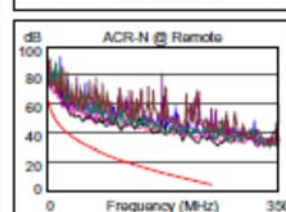
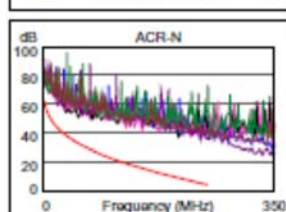
	Worst Case Margin		Worst Case Value	
PASS	MAIN	SR	MAIN	SR
Worst Pair	12-78	12-78	12-78	12-78
NEXT (dB)	4.5	2.3	4.5	2.3
Freq. (MHz)	207.5	227.5	207.5	227.5
Limit (dB)	36.7	36.0	36.7	36.0
Worst Pair	78	12	36	12
PS NEXT (dB)	6.0	3.3	6.2	3.3
Freq. (MHz)	207.5	228.5	247.0	228.5
Limit (dB)	34.1	33.4	32.8	33.4



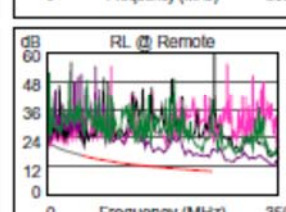
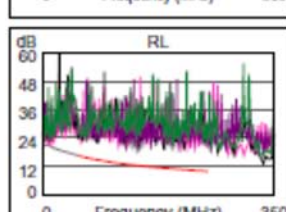
PASS	MAIN	SR	MAIN	SR
Worst Pair	45-12	45-12	45-12	45-12
ACR-F (dB)	12.9	13.2	15.7	15.6
Freq. (MHz)	1.0	1.0	245.0	245.0
Limit (dB)	64.2	64.2	16.4	16.4
Worst Pair	12	45	45	45
PS ACR-F (dB)	14.5	14.0	17.2	17.0
Freq. (MHz)	1.0	1.0	250.0	249.5
Limit (dB)	61.2	61.2	13.2	13.2



PASS	MAIN	SR	MAIN	SR
Worst Pair	12-45	12-78	36-45	12-78
ACR-N (dB)	14.8	14.2	30.4	26.1
Freq. (MHz)	5.9	36.8	246.5	227.5
Limit (dB)	57.2	38.1	4.5	6.5
Worst Pair	12	45	36	12
PS ACR-N (dB)	13.5	12.3	30.8	26.7
Freq. (MHz)	5.7	2.8	247.0	228.5
Limit (dB)	55.3	62.0	1.9	3.9



PASS	MAIN	SR	MAIN	SR
Worst Pair	12	45	12	45
RL (dB)	6.0	5.4	8.5	5.7
Freq. (MHz)	59.4	216.0	225.0	240.0
Limit (dB)	16.3	10.7	10.5	10.2



Compliant Network Standards:		
10BASE-T	100BASE-TX	100BASE-T4
1000BASE-T	ATM-25	ATM-51
ATM-155	100VG-AnyLan	TR-4
TR-16 Active	TR-16 Passive	

LinkWare Version: 6.2

Project: >kl @baNew Project  
 Site: ... ?^v



Exhibit G

**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: \_\_\_\_\_