



OF SANTA CRUZ

General Services Department
Purchasing Division

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

(831) 454-2210 FAX: (831) 454-2710 TDD: 711

COUNTY OF SANTA CRUZ, CALIFORNIA

Invitation for Bid (IFB) # 17B2-003

FOR

CROWDSTRIKE FALCONHOST END POINT PROTECTION LICENSING

**IFB DUE:
November 28, 2017
2:00 p.m. PST**

**In the Purchasing Division of General Services
701 Ocean Street, Room 330
Third Floor
Santa Cruz, CA 95060**

**BUYER: PHIL SANTALUCE
(831) 454-2723
gsd122@santacruzcounty.us**

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SECTION I. INVITATION

The County of Santa Cruz invites sealed bids from fully licensed and insured manufacturers or distributors of CrowdStrike for furnishing CrowdStrike as a Service and Falconhost Endpoint protection subscriptions for use by the County of Santa Cruz Information Services Department.

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 for 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.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of IFB
 Respondents shall submit the completed Invitation for Bid (IFB) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent’s name and IFB number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. IFBs must be completed in ink, typewritten, or word-processed.

2.2 IFB Documents
 The following, in addition to this IFB, constitute the IFB documents:

- Exhibit “A” – Respondent Fact Sheet
- Exhibit “B” – Customer References
- Exhibit “C” – Non-Collusion Declaration
- Exhibit “D” – Protests and Appeals

2.3 IFB Process Schedule
 The following is an anticipated IFB and engagement schedule. The County may change the estimated dates and process as the County deems necessary. The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Release IFB	11/7/17
Advertise IFB - Sentinel	11/9, 11/16
Deadline for written questions	11/17, 5:00 pm
Deadline for Submittals	11/28/17, 2:00 pm
Approximate award date	12/1/17

2.4 Submission of Response to IFB

Respondent shall submit the following:

- Two (2) sets: an original and one (1) copy of the completed IFB and the following Exhibits.
- Exhibit "A" – Respondent Fact Sheet
- Exhibit "B" – Customer References
- Exhibit "C" – Non-Collusion Declaration

Responses to the IFB shall be delivered in a **sealed envelope clearly marked as IFB #17B2-003** assigned by the County, addressed to:

County of Santa Cruz GSD - Purchasing Division
Attn: Phil Santaluce
701 Ocean St., Room 330
Santa Cruz, CA 95060

2.5 On-Site Inspection

On-site inspection of Respondent's facilities may be required by the County to ascertain that facilities and equipment will suffice for the required specifications.

2.6 Public Opening of IFB

There will be a public opening for this IFB on Tuesday, November 28, 2017, 2:00 p.m. PST, at the General Services Department, Purchasing Division, 701 Ocean Street, Room 330, Santa Cruz. IFBs received will be available to the public for review after the award of the contract.

2.7 Multiple Bids

Only one IFB will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one IFB.

2.8 Late Responses

All responses to the IFB must be delivered in person or received by mail no later than November 28, 2017 at 2:00 p.m. Pacific Standard Time. Respondents shall be responsible for the timely delivery of their IFBs. Responses received after the deadline will be returned unopened.

2.9 Point of Contact

All questions regarding this IFB shall be directed to the Buyer, Phil Santaluce, who may be reached by e-mail at gsd122@santacruzcounty.us or by phone at 831-454-2723. No other individual has the authority to respond to any questions submitted unless specifically authorized by the buyer. Failure to adhere to this process may disqualify the Respondent.

2.10 References

Respondent shall submit Exhibit "B" – Customer References with IFB. Unsatisfactory responses to reference checks may result in rejection of the bid.

2.11 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit "C".

2.12 IFB Evaluation Criteria

If an award is made, it will be made to the lowest responsive and responsible respondent(s). In addition to the total bid price, other factors including prior performance, maintenance costs, warranty provisions, and delivery time may be considered.

2.13 Reservations

At any time, for its own convenience, and at its sole discretion, the County may:

- Reject any and all responses, without indicating any reasons for such rejection.
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any IFB, response, or any subsequent negotiation process.
- Terminate this IFB and issue a new Invitation for Bid anytime thereafter.
- Procure any materials or services specified in the IFB by other means.
- Extend any or all deadlines specified in the IFB, including deadlines for response, by issuance of an Addendum at any time prior to the deadline for receipt of responses to the IFB.
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the response or other data available to the County. Such disqualification is at the sole discretion of the County.
- Reject 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.

2.14 Notification of Withdrawals of Responses to IFBs

Responses may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent by formal written notice. All responses not withdrawn prior to the response due date will become the property of the County of Santa Cruz.

2.15 Interpretation

Should any discrepancies or omissions be found in the IFB specifications/requirements, or doubt as to their meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer will issue written instructions or addenda to all participants in this IFB process. The County shall not be held responsible for oral interpretations. Questions must be received at least seven (7) days before the date and time set for submission of bid. All addenda issued shall be incorporated into any resulting Contract.

2.16 Pre-Award Conference

If requested, 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.

2.17 Compliance

Respondent, have you 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 IFB paragraph and section number followed by an explanation.

2.18 Local Vendor Preference

Pursuant to County Code 2.37.108, the County of Santa Cruz will offer a local business the opportunity to match the low bid if their bid is within 5% of the low bid. 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 to match the low bid.

2.19 Addenda

No one is authorized to amend any IFB document in any respect by an oral statement, or to make any representation or interpretation in conflict with their provisions. Changes to these documents will only be effective if made by 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.

2.20 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.

2.21 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. Reference sealed envelope within the body of the response.

2.22 Exceptions and/or Deviations

No exceptions to or deviations from this specification will be considered on this Invitation for Bid. The requesting department went through a standardization process of evaluating other products and chose the product specified in this Invitation for Bid as the standard for the County of Santa Cruz.

2.23 Protests and Appeals Procedures

See Exhibit “D” on page 19.

SECTION 3.	SPECIFICATIONS AND REQUIREMENTS
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The County of Santa Cruz Information Services Department is seeking to renew CrowdStrike Falconhost end point licensed software. Information Services Department had previously undertaken an extensive evaluation for end point protection software and had determined the CrowdStrike Falconhost end point protection software as the standard for the County of Santa Cruz. This Invitation for Bid is for a renewal of the already implemented software and subscription for a period of 12 or 24 months.

Bidder is to provide the following:

Product Description	Quantity
CrowdStrike as a Service - Desktop	2800 each
CrowdStrike as a Service - Server	300 each
Falconhost Subscription – Desktop	2800 each
Falconhost Subscription – Server	300 each
Falconhost Subscription – Platform Fee	1 each

Bids shall include both 12 and 24-month pricing for products above. If applicable, respondents shall provide yearly payment plans allowing the County to purchase 24-month subscriptions on an annual payment plan.

Tasks

Bidders must bid the exact quantities and products as requested in this section.

*** No comparable or “equal” items shall be accepted.**

SECTION 4. STANDARD TERMS AND CONDITIONS**4.1 Invoicing**

The County Auditor Controller will only pay by original invoice. No invoices for partial shipments shall be authorized for payment without prior approval by the Auditor Controller. Invoices in triplicate must be made out to County of Santa Cruz and promptly sent by the Contractor to the requesting department. Invoices must show purchase order number, name of requesting department, description of items purchased, unit prices, and all applicable taxes and shipping charges.

4.2 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.

4.3 Price Decline

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

4.4 Taxes, Charges and Extras

1. Unless otherwise stated by prospective vendor, the prices quoted herein do not include Sales, Use or other taxes. Any offer reading "Full Contract Price" or "Lump Sum Price" shall require prospective vendor to include such taxes, as may be valid and applicable, in the offered price. No additional tax charges shall be allowable when these phrases are used.
2. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the offer.
3. The County does not pay Federal Excise Taxes. Do not include these taxes in your price; but do indicate the amount of any such tax. The County will furnish an exemption certificate in lieu of such tax.

4.5 Award

1. Unless the prospective vendor specifies otherwise in his offer, or the Invitation for Bid states otherwise, the County may accept any item or group of items of any offer.
2. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
3. A written Purchase Order mailed, or otherwise furnished, to the awarded vendor within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

4.6 Alteration or Variation of Terms

It is mutually understood and agreed that no alteration or variation of the terms of this invitation or purchase order shall be valid unless made and confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or

confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

4.7 Assignability

A contract is not assignable by Vendor either in whole or in part.

4.8 Compliance with Statute

In connection with the sale and delivery of the property furnished, Vendor must comply with all applicable Federal and State statutes and regulations and local ordinances.

4.9 Warranty

Vendor warrants to County and/or County's customer that the goods and/or services covered by this order will conform to the drawings, specifications, samples, description and time provisions furnished by County and will be of first class material and workmanship and free from defects; and County reserves the right to cancel the unfilled portion of this order without liability to Vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by County; risk of loss before acceptance shall be on Vendor. Defective goods rejected by County may without prejudice to any other legal remedy be held at Vendor's risk and returned to Vendor at Vendor's expense. Defects are not waived by acceptance of goods nor by failure to notify Vendor thereof.

4.10 Patent Indemnity

The Vendor 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.

4.11 Samples

Samples of items, when required by this IFB or reasonably requested by the County, must be furnished free of charge to the County and, if not destroyed by tests, may upon request made at the time the sample is furnished, be returned at the prospective vendor's expense.

4.12 Rights and Remedies of County for Default

1. In the event any item furnished by the Vendor in the performance of the contract or purchase order should fail to conform to specifications therefore, or to the sample submitted by the Vendor with his offer, the County may reject the same. It shall thereupon become the duty of the Vendor to reclaim and remove the same, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples. Should the Vendor fail, neglect or refuse to do so, the County shall have the right to purchase in the open market, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event the Vendor shall fail to make prompt delivery of any item, the same conditions as to the rights of the County to purchase in the open market and for reimbursement as set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

2. Cost of delivery of an item which does not meet specifications, will be the responsibility of the Vendor.
3. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

4.13 Discounts

1. Terms of less than 30 days for cash discount will be considered as net.
2. In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the office of the requesting department if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant or check.

4.14 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 the effect to the intentions of the parties.

4.15 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 any respondent or 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.

4.16 Recycled Products

It is the policy of the County to encourage the use of products containing the maximum amount of recycled materials, where the quality and fitness of such products is equal to those containing no recycled materials or a lesser amount, where the total cost is no greater. In addition to this preference for products containing recycled materials, a preference is given which is equal to 10% of the lowest bid or price quoted by suppliers offering products not containing recycled materials.

A "product containing recycled materials" shall mean, with respect to a paper product, a "recycled paper product" as that term is defined in Section 12301(c) of the Public Contract Code, and shall mean, with respect to other products, a "recycled product," such as, but not limited to, plastic, motor oil, paint, pavement, insulation, tires, etc., as that term is defined in Section 12301 (d) of the Public Contract Code.

To the extent that the Public Contract Code or other provisions of State law provide for purchasing preferences which are more extensive than those established herein, or for additional procedures to increase the use of recycled materials, the provisions of State law shall prevail.

4.17 Environmentally Preferable Products

The County desires to purchase environmentally preferable products that minimize environmental impacts, reduce waste by increasing product efficiency, and contain recycled content. The County requests vendors to eliminate packaging or use the minimum amount necessary for product protection. Packaging that is reusable, recyclable or compostable is preferred. Indicate on bid response how packaging on item(s) offered meets this request.

The County prefers to purchase U.S. EPA Energy Star certified products. Vendors may visit the Energy Star website at www.energystar.gov for product specifications and updated lists of qualifying products. Responses to solicitations should identify any products that have earned the Energy Star certification.

4.18 Bid Results

Bid results are available for inspection at the office of the General Services Department, Purchasing Division, 701 Ocean Street, Rm 330, Santa Cruz, California. Awarded vendor(s) can be viewed on the County of Santa Cruz General Services web site at www.co.santa-cruz.ca.us

4.19 Travel Reimbursement

All travel, hotel accommodations and meal expenses for services required under any resulting contract from this Invitation for Bid, 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.

4.20 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 IFB FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals which are subject to this Request at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz Invitation for Bid #17B2-003.

Item A- 12 Month Subscription	QTY	Unit Price	Extended Price
1) Crowdstrike as a Service – Desktop	2800	\$	\$
2) Crowdstrike as a Service – Server	300	\$	\$
3) Falconhost Subscription – Desktop	2800	\$	\$
4) Falconhost Subscription – Server	300	\$	\$
5) Falconhost Subscription Platform Fee	1	\$	\$
Total			\$

Item B - 24 Month Subscription	QTY	Unit Price	Extended Price
1) Crowdstrike as a Service – Desktop	2800	\$	\$
2) Crowdstrike as a Service – Server	300	\$	\$
3) Falconhost Subscription – Desktop	2800	\$	\$
4) Falconhost Subscription – Server	300	\$	\$
5) Falconhost Subscription Platform Fee	1	\$	\$
Total			\$

A. Annual Payments on 24-month subscription available? (Provide details):

B. Brand and Model offered, delivered F.O.B. Destination:

C. Any exception to, or deviation from, specifications, conditions, or requirements as noted in this invitation:

CHECK ONE: () NONE () DETAILED STATEMENT ATTACHED

D. Warranty offered: Full explanation of standard parts and labor warranty, and duration (copy of warranty form must be attached).

E. Statement and full explanation of any optional extended warranties or maintenance agreements available, with costs:

F. Name and address of nearest authorized services to Santa Cruz County:

G. Guaranteed maximum response time to non-scheduled service calls will be _____ hours.

H. Delivery: All software licenses will be delivered and fully operational within _____ calendar days after notice of award.

I. Cash discount offered for prompt payment: _____%, 30 days

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 Invitation for Bid.

Executed in _____, California, on _____, 2017

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____



SECTION 7. EXHIBITS

Exhibit A

RESPONDENT FACT SHEET

Name of Contractor: _____

Contractor Tax ID#: _____

Contractor operates and business is classified as:

- Sole Proprietor Partnership Corporation
- Government Fiduciary Other

Is Contractor:

- 1. Authorized to do business in California? Yes ___ No ___
- 2. A California-registered small business? Yes ___ No ___
- 3. A disabled-owned business? Yes ___ No ___
- 4. A women-owned business? Yes ___ No ___
- 5. A minority-owned business? Yes ___ No ___
- 6. Certified as a minority business by any public agency? Yes ___ No ___

If yes, name of agency: _____

Name of certifying officer: _____ Phone #: _____

- 7. A Disadvantaged Business Enterprise (DBE) according to the definitions on page 24.
If yes, indicate composition of ownership below.

___% Disabled ___% Women ___% Black

___% Hispanic ___% Asian American ___% Native American

Contractor has been in continuous operation under the present business name for ___ years.

Contractor's annual sales volume is \$_____

Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes* ___ No ___

*If Yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension below, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Name: _____ Phone: _____

Reason for debarment/suspension (use additional pages if needed):

Exhibit "B"
CUSTOMER REFERENCES

List and submit with this IFB four (4) customer references for whom you have furnished similar product in size and nature, two (2) of which in the 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: _____

3. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

4. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

Exhibit "C"
COUNTY OF SANTA CRUZ
NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH IFB

I, _____, am the
(Name)

_____ of _____,
(Position/Title) (Company)

the party making the foregoing IFB that the IFB is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the IFB 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 IFB; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham IFB, 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 IFB 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)

EXHIBIT "D"
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.