



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) #17P2-004

FOR

***Janitorial Services for Sheriff Administrative Facilities, Correctional Facilities and
Community Service Centers***

Mandatory
Pre-Proposal Conference Thursday, February 1, 2018, 10:00 AM, Pacific Standard
Time, at Sheriff Headquarter Facilities, 5200 Soquel
Drive, Santa Cruz, CA 95062.

Question Deadline Thursday, February 8, 2018, 5:00 PM; Pacific Standard
Time, Submit questions by email to Contact Person.

**Submittal Deadline Thursday, March 8, 2018, 5:00 PM, Pacific Standard
Time,**
Proposal must be submitted by this Deadline.

Submittal Location General Services Department - Purchasing Division
701 Ocean Street, 3rd floor, room 330
Santa Cruz, CA 95060

Contact Person Phil Santaluce, Senior Buyer
Email gsd122@santacruzcounty.us
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SECTION I. INVITATION

The County of Santa Cruz invites sealed proposals from fully licensed, insured, bonded, certified CONTRACTORS to furnish all labor, tools, equipment, and incidentals required to provide **janitorial services** as required by the County of Santa Cruz Sheriff.

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

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

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 Solicitation Documents

The following, in addition to this Solicitation, constitute the Solicitation documents:

- Exhibit A Respondent Fact Sheet ***
- Exhibit B Customer References ***
- Exhibit C Designation of Subcontractors ***
- Exhibit D Non-Collusion Declaration ***
- Exhibit E Living Wage Compliance Statement ***
- Exhibit F Insurance Information (do not return)**
- Exhibit G Protest and Appeals Procedures (do not return)**
- Exhibit H Locally Operated Business Preference Affidavit of Eligibility
(Optional: only local businesses are eligible to submit).***

*** Execute and return with Proposal**

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 Solicitation	January 11, 2018
Advertise Solicitation in Santa Cruz Sentinel	January 11 & 18
Mandatory Pre-Proposal Conference	February 1, 2018
Deadline for submitting written questions	February 8, 2018
Deadline for submitting proposals	March 8, 2018
Tentative Award/Contract Negotiations	April-May 2018
Contract Approval by Board of Supervisors	June 2018
Contract Start Date	July 1, 2018

Mandatory Pre-Proposal Conference

The Sheriff's Office is requiring mandatory participation of prospective contractors to visit the facilities for at the Sheriff's Headquarters (Building B, 5400 Soquel Avenue, Santa Cruz; Building C, 5200 Soquel Avenue, Santa Cruz; Building D, 2400 Chanticleer Avenue, Santa Cruz) on Thursday, February 1, 2018, 10:00 am PST. All interested contractors are to meet at the main entrance of the Sheriff's Headquarters at 5200 Soquel Avenue, Building C. This will be the only time available for Contractors to visit these facilities during the RFP Process. A layout of the Sheriff Headquarters Facilities areas to be cleaned (Bldgs. B, C, and D), will be handed out during the Pre-Proposal Conference. Proposals submitted by contractors who did not attend this portion of the Pre-Proposal Conference will not be accepted.

After completing the visit of the facilities for the Sheriff's Headquarters, the Sheriff's Office will offer a tour of the Correctional Facilities (Main Jail, 259 Water Street, Santa Cruz; Rountree Facility, 90 Rountree Lane, Watsonville) for those prospective contractors who wish to see these facilities. Participation in this portion of the Pre-Proposal Conference will not be mandatory.

The Community Service Centers may be visited by prospective contractors during regular business hours, 9:00 a.m. to 4:00 p.m., Monday thru Friday. See Section 3.1 for addresses.

During the Pre-Proposal Conference, Contractors may ask general questions about the project or technical requirements in the RFP. The Sheriff's Office will answer all questions that can be addressed. However, the proposal to any question that is given orally at the Pre-Proposal Conference is to be considered tentative and nonbinding on the County of Santa Cruz. Following the Pre-Proposal Conference, Contractors may

submit written questions to the RFP contact in this RFP. Written questions will be answered and released to all prospective Contractors in the form of an addendum.

2.4 Submission of a Proposal

Respondent shall submit **one original and three (3) of copies of their Proposal including executed Exhibits A - E.**

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

2.5 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.

2.6 Proposal Opening

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

2.7 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.

2.8 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.

2.9 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.

2.10 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. Unsatisfactory responses to references checks may result in rejection of RFP response. Vendor staff members will be required to pass a mandatory criminal background check before they start working on the premises of the County of Santa Cruz Sheriff.

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.

2.11 Non-Collusion Declaration

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

2.12 Evaluation Criteria

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

1) Staffing

- Qualification of key personnel 15 points
- Work completed on schedule 15 points
- Response to emergency services needed 10 points
- Approach for customer service 10 points

2) Capacity of contractor to perform required services

- Same or similar size and type of building(s) 10 points
- Same of similar scope of services 10 points
- Experience; years in business 10 points

3) Cost of Service 15 points

4) 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 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.

2.13 Cost of Service

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

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 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 five (5) 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 upon request.
- d. Other Information: Any other information the Respondent deems appropriate should be included in this section.

2.20 Addenda

These documents may not be changed by any oral statement. Changes to these documents will only be written Addendum issued by the Buyer, or designee. If/when necessary, a written addendum will be faxed or emailed or mailed to all prospective respondents.

2.21 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.

2.22 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.

2.23 Protest and Appeals Procedures

See Exhibit G on page 34.

2.24 Local Vendor Preference

County of Santa Cruz will give a local business a local vendor preference of five (5) points toward a 100 point criteria scale. A local vendor is defined as one that has an established business located within the boundaries of the County as defined in the County Code 2.37.108. In order to qualify, a local vendor must 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 with their RFP response. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor the five points.

SECTION 3. STATEMENT OF WORK

3.1 Scope

It is the intent of the County to solicit an RFP for all custodial services at the locations listed below, as an Independent contract agreement and award all services to a single contractor. The buildings that are currently closed may be re-opened, and added to the contract. The successful contractor will provide and supervise a regular staff of qualified employees to perform janitorial services for the following facilities:

SHERIFF FACILITIES			
LOCATIONS	BUILDING SQUARE FOOTAGE	JANITORIAL SQUARE FOOTAGE	ADDRESS
HEADQUARTERS			
Bldg. B Operations	25,662	17,752	5400 Soquel Ave, Santa Cruz, CA
Bldg. C Admin	33,602	29,918	5200 Soquel Ave, Santa Cruz, CA
Bldg. D Sciences	26,518	15,893	2400 Chanticleer Ave, Santa Cruz, CA
CORRECTIONS			
Main Jail Lobby/Administration	N/A	3,865	259 Water Street, Santa Cruz, CA
*Blaine Street	N/A	CLOSED	141 Blaine Street, Santa Cruz, CA
Rountree	N/A	2,560	90 Rountree Ln, Watsonville, CA
SERVICE CENTERS			
Aptos	833	833	19 Rancho Del Mar, Aptos, CA
Boulder Creek	1,098	1,098	31210 Hwy 9, Boulder Creek, CA
Davenport	150	150	75 Marine View Ave, Davenport, CA
SLV	1,453	1,453	6062 Graham Hill Rd, Felton, CA
So. County	500	1,128	790 Green Valley Rd, Watsonville, CA
*Summit	N/A	CLOSED	23800 Summit Rd, Los Gatos, CA
TOTALS		74,350	

*CLOSED – May be re-opened at a future date.

JANITORIAL SERVICE SCHEDULE		
SHERIFF LOCATIONS	DAYS OF THE WEEK	TIMES PER WEEK
HEADQUARTERS		
Bldg. B Operations	Monday / Thursday	2
Bldg. C Administration	Monday / Thursday	2
Bldg. D Sciences	Monday / Thursday	2
CORRECTIONS		
Main Jail	Monday/Wed/Friday	3
*Blaine Street		0
Rountree	Monday/Wed/Friday	3
SERVICE CENTERS		
Aptos	Monday / Thursday	2
Boulder Creek	Monday / Thursday	2
Davenport	Monday / Thursday	2
SLV	Monday / Thursday	2
So. County	Monday / Thursday	2
*Summit		0

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 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, or square footage rates, as provided herein. This may also include the days of the week, and or times of service to be delivered.

All proposers shall carefully and completely examine the site of the work contemplated, and the documents therefore and perform all inspections necessary to inform the proposer of all conditions that may be encountered, the character, quality and scope of the work to be performed. The submission of a proposal shall be conclusive evidence that the proposer has investigated and is satisfied as to the conditions to be encountered, as the character, quality and scope of work to be performed and as to the requirements of the contract documents.

OSHA's Blood borne Pathogens standard prescribes safeguards to protect workers against the health hazards from exposure to blood and other potentially infectious materials, and to reduce their risk from this exposure (CA Code of Regulations, Title 8, Section 5193). All proposers shall be expected to know the contents of Section 5193

and shall, by submitting a proposal, ensure that they will be able to perform the requested services in areas containing Blood borne Pathogens.

Note: The County will supply only the toilet paper, hand towels, hand soap, and trash can liners.

3.2 Service Requirements – Headquarters (3 Buildings)

Services to be performed between the hours of 4:00 a.m. to 12 Noon, at Buildings B, C, and D, as indicated below:

3.2.1 Monday and Thursday Routine

- Empty all waste receptacles
- Replace waste receptacles liners in break room and restrooms
- Fill towel, toilet paper and soap dispensers
- Sanitize drinking fountains
- Clean mirrors, sinks, toilets, and chrome fixtures
- Sanitize commodes, urinals, handles and knobs
- Wipe down restroom partitions
- Sweep and mop VCT floors
- Wash both sides of entry doors
- Take spots out of carpeting
- Vacuum entry mats
- Vacuum accessible carpeted areas of conference and training rooms, offices, cubicles and hallways.
- Mopping and floor care for epoxy flooring in Morgue area (Bldg. D)
- Keep janitor closets clean and orderly
- Stairwell – pick up litter and vacuum both stairwells
- Elevator:
 - Wipe down both sides of door to remove prints, smudges, dirt and dust.
 - Spot clean walls removing all marks.
 - Mop floor
 - Clean all call buttons and panels inside and outside of cab. When cleaning call buttons outside of cab in elevator lobby, take precaution with cleaning solution not to soil the area around buttons.
 - Report any damage to cab.
- Breakrooms/Kitchens:
 - Clean sinks, countertops
 - Wipe down microwaves and refrigerators
 - Scrubbing and polishing of sinks and faucets
 - Clean behind microwave and coffee machine

- Mopping of kitchen floors
- Disinfection of countertops, garbage bins and other kitchen items
- Empty trash and replace liner as needed and wipe around top of trash receptacle.

3.2.2 Weekly:

- Dust all office equipment and surrounding work surfaces
- Sanitize restroom waste receptacles
- Sanitize break room waste receptacles and recycling bins
- Remove cobwebs
- Clean light switches
- Wipe clean windowsills
- Wipe clean accessible cabinet tops
- Remove fingerprints from woodwork, walls and partitions
- Remove scuff marks from walls
- Polish all wood conference room tables using approved polish

3.2.3 Monthly:

- Dust blinds
- Vacuum upholstery
- Vacuum HVAC registers and returns
- Wipe clean partition tops
- Dust high cabinets, lockers, and ledges
- Thorough spotting and vacuuming of carpeted areas
- Spot clean corridor walls
- Polish or clean door kick plates and thresholds
- Polish all wood surfaces using approved polish
- Descale toilets and urinals
- Maintenance of p-traps

3.2.4 Semi-annually:

- Carpet cleaning. Hot water soil extraction with water temps between 120 and 170 degrees and a 75%+ recovery rate is the manufacturer's recommendation
- Apply floor finish to VCT flooring – do not strip
- Strip and wax resilient floors
- Damp wipe furniture and lint brush fabric furniture

3.2.5 As Needed (Report any findings each time contractor is on site):

- Report malfunctioning electrical outlets and light switches
- Report drips, running toilets and leaks
- Report damages and unusual conditions
- Wipe down doors and jams

3.2.6 Security:

Contractor is responsible for securing the building on completion of work. Securing the building is turning out all lights other than those required to be on, setting the alarm if equipped and locking and checking all doors.

3.2.7 Cleaning Chemicals

Chemicals deemed inappropriate or hazardous by the County of Santa Cruz may not be carried or used at the facility.

3.3 Service Requirements – Correctional Facilities – (2 Buildings)

Services to be performed between the hours of 8:00 a.m. – Noon

3.3.1 Monday, Wednesday and Friday Routine

- Empty all waste receptacles
- Replace waste receptacles liners in break room and restrooms
- Fill towel, toilet paper and soap dispensers
- Sanitize drinking fountains
- Clean mirrors, sinks, toilets, and chrome fixtures
- Sanitize commodes, urinals, handles and knobs
- Wipe down restroom partitions
- Sweep and mop VCT floors
- Wash both sides of entry doors
- Take spots out of carpeting
- Keep all janitor closets clean and orderly
- Vacuum entry mats
- Vacuum accessible carpeted areas of conference and training rooms, offices, cubicles and hallways.

3.3.2 Weekly:

- Dust all office equipment and surrounding work surfaces
- Sanitize restroom waste receptacles
- Sanitize break room waste receptacles and recycling bins
- Remove cobwebs
- Clean light switches
- Wipe clean windowsills

- Wipe clean accessible cabinet tops
- Spot clean corridor walls
- Polish or clean door kick plants and thresholds
- Remove scuff marks from walls
- Polish all wood conference tables using approved polish

3.3.3 Monthly:

- Dust blinds
- Vacuum upholstery
- Vacuum HVAC registers and returns
- Wipe clean partition tops
- Dust locker tops
- Thorough spotting and vacuuming of carpeted areas
- Polish all wood surfaces using approved polish
- Descale toilets and urinals
- Maintenance of p-traps

3.3.4 Semi-annually:

- Carpet cleaning. Hot water soil extraction with water temps between 120 and 170 degrees and a 75%+ recovery rate is the manufacturer's recommendation
- Apply floor finish to VCT flooring – do not strip
- Strip and wax resilient floors
- Damp wipe furniture and lint brush fabric furniture

3.3.5 As Needed (Report any findings each time contractor is on site):

- Report malfunctioning electrical outlets and light switches
- Report drips, running toilets and leaks
- Report damages and unusual conditions
- Wipe down doors and jams

3.3.6 Security:

Contractor is responsible for securing the building on completion of work. Securing the building is turning out all lights other than those required to be on, setting the alarm if equipped and locking and checking all doors.

3.3.7 Cleaning Chemicals

Chemicals deemed inappropriate or hazardous by the County of Santa Cruz may not be carried or used at the facility.

3.4 Service Requirements – Community Service Centers

Services to be performed between 8 a.m to 5 p.m. for Service Centers as indicated below:

3.4.1 Monday and Thursday Routine

- Empty all waste receptacles
- Replace waste receptacles liners in break room and restrooms
- Fill towel, toilet paper and soap dispensers.
- Sanitize drinking fountains
- Clean mirrors and chrome fixtures
- Sanitize commodes, urinals, handles and knobs
- Wipe down restroom partitions
- Sweep and mop VCT floors
- Wipe down both sides of entry doors
- Take spots out of carpeting
- Vacuum entry mats
- Vacuum accessible carpeted areas of conference and training rooms, offices, cubicles and hallways.

3.4.2 Weekly:

- Dust all office equipment and surrounding work surfaces
- Remove fingerprints from woodwork, walls and partitions
- Remove scuff marks from walls
- Polish all wood conference tables using approved polish

3.4.3 Monthly:

- Dust blinds
- Vacuum upholstery
- Vacuum HVAC registers and returns
- Wipe clean partition tops
- Thorough spotting and vacuuming of carpeted areas
- Polish all wood surfaces using approved polish
- Descale toilets and urinals
- Maintenance of p-traps

3.4.4 Semi-annually:

- Clean exterior and interior windows
- Damp wipe furniture and lint brush fabric furniture

3.4.5 As Needed (Report any findings each time contractor is on site):

- Report malfunctioning electrical outlets and light switches
- Report drips, running toilets and leaks
- Report damages and unusual conditions
- Wipe down doors and jams
- Change light bulbs/florescent bulbs

3.5 Deficiencies in Service (All sites):

The Contractor's supervisory representative will be required to meet with a Sheriff's Office Representative upon request whenever the level of service is unsatisfactory. The County may require that the Contractor's supervisory representative tour the job site(s) with the Sheriff's Office Representative to point out problem areas in the service being provided by the Contractor.

- a. A written list of deficiencies in the Contractor's service will be provided by the Sheriff's Office representative.
- b. The Contractor will be required to correct the deficiencies within twenty-four hours.
- c. Failure to correct the deficiencies within twenty-four hours or repeated unsatisfactory levels of services may result in termination of the contract.

3.6 Keys

Upon award of the contract, essential keys will be issued for all facilities listed. The contractor must sign for these keys. If contractor loses any keys, they will be charged for replacements and any additional charges incurred. The contractor must return all issued keys at the termination of the contract.

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 starting on July 1, 2018. The contract shall be signed by all parties and 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.

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 Invoices

Contractor shall itemize all applicable service and labor charges on its invoices, which shall be transmitted by the Contractor to the contracting 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.

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

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. 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. Complete and return Exhibit "E" with Proposal.

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 thereof; 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.

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 Proposal:

1. Letter of Transmittal with information regarding your company and a statement of qualifications to provide the product and services required. Describe your experience with similar size (74,022 square feet) buildings and similar scope of services.
2. Number of years in the janitorial services business: _____
3. Monthly cost for services as specified in this RFP for each location:

HEADQUARTERS

- | | |
|--|----------------|
| a. Building B, 5400 Soquel Avenue | \$ _____/month |
| b. Building C, 5200 Soquel Avenue | \$ _____/month |
| c. Building D, 2400 Chanticleer Avenue | \$ _____/month |

CORRECTIONS

- | | |
|-------------------------------------|---------------------------|
| a. Main Jail, 259 Water Street | \$ _____/month |
| b. Blaine Street, 141 Blaine Street | \$ <u>N/A</u> _____/month |
| c. Rountree, 90 Rountree Lane | \$ _____/month |

SERVICE CENTERS

- | | |
|---|---------------------------|
| a. Aptos Service Ctr, 19 Rancho Del Mar | \$ _____/month |
| b. Boulder Creek, 31210 Hwy 9 | \$ _____/month |
| c. Davenport, 75 Marine View Avenue | \$ _____/month |
| d. San Lorenzo Valley Service Center,
6062 Graham Hill Road, Suite A | \$ _____/month |
| e. So. County, 790 Green Valley Road | \$ _____/month |
| f. Summit, 23800 Summit Road | \$ <u>N/A</u> _____/month |

MONTHLY TOTAL – ALL SITES: \$ _____/month

Compliance

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

Yes _____ No _____

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

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

Executed in _____, California, on _____, 2018

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

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

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

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

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

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

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

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

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

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

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

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

**Exhibit B
Customer References**

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

1. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

2. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

3. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

4. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

**Exhibit D
Non-Collusion Declaration**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, _____, am the
(Name)

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

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

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

(Date)

Signature of Authorized Representative

Name of Bidder (Firm, Corp., Individual)

Title of Authorized Representative

Exhibit E
COUNTY OF SANTA CRUZ
LIVING WAGE COMPLIANCE STATEMENT – FY 17-18

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

COMPANY NAME: _____

Address: _____
Street City State Zip

Proposed Service: _____ for Department: _____

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

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

If no above, are your covered employees receiving a pay rate that meets or exceeds the County of Santa Cruz Living Wage requirements (\$16.21/hr with benefits or \$17.68/hr without benefits)? Yes: ___ No: ___

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

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

Name of program, plan or fund Address

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

Contract/PO# Dollar Amount Contract/PO# Dollar Amount Contract/PO# Dollar Amount

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

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

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

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

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

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

Name (please print) Title Phone Number Fax Number

Signature Date

Email address

Exhibit F Insurance Requirements

Indemnity

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

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

Insurance

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

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

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

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

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

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

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

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

EXHIBIT G
Protests and Appeals Procedures

1. Protests to the General Services Director

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

2. Decision of the General Services Director

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

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

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

3. Protests and Appeals to the Board of Supervisors

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

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

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

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

5. Content of Protest and Appeal; Stay of Award

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

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

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

6. Protest and Appeal Procedure

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

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

Signature

Print Name

Date

Exhibit H

LOCALLY OPERATED BUSINESS PREFERENCE AFFIDAVIT OF ELIGIBILITY

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

- 1) LEGAL NAME OF BUSINESS: _____
 Mailing address: _____

 Physical address (if different): _____

- 2) Month/year this business was established in Santa Cruz County:
- 3) Business license issued by an incorporated city within Santa Cruz County:
 Business license #: _____ Issued by: _____
- 4) For transactions that require sales tax, provide the following reseller information:
 Reseller's permit #: _____
 Company name and address as it appears on the reseller's permit:

- 5) 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: _____