



COUNTY 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

Request for Proposal (RFP) #20P2-003

FOR

TREE TRIMMING AND TREE MAINTENANCE SERVICES

Question Deadline	5:00 PM; Pacific time, November 6, 2020 Submit questions by email to Contact Person
Submittal Deadline	5:00 PM, Pacific Time, November 13, 2020 Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 rd floor, room 330 Santa Cruz, CA 95060
Contact Person	Phil Santaluce, Senior Buyer Email Phil.Santaluce@santacruzcounty.us Phone (831) 454-2723 Fax (831) 454-2710

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SECTION I. INVITATION

The County of Santa Cruz invites sealed proposals from fully licensed, insured, bonded, certified CONTRACTORS to furnish all labor, tools, equipment, and incidentals required to provide miscellaneous Tree Trimming and Tree Maintenance Service work at various Parks Department sites as required by County of Santa Cruz Parks Department. The County may issue multiple awards on this RFP.

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

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

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 RFP Documents

Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule

The following is an anticipated RFP 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
Advertise RFP - Sentinel	10/26, 11/2
Release RFP	10/22/20
Deadline for written questions	11/6/20
Deadline for Submittals	11/13/20
Award	11/20/20

2.4 Submission of Proposal

- a. Respondent shall submit four (2) hardcopy sets: one (1) original signed in blue ink and marked "ORIGINAL" and one (1) identical copy; and one (1) electronic copy (USB drive or CD) of the completed proposal as specified herein.
- b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #20P2-003**, addressed to:

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

- c. The deadline to submit proposals is Friday, November 13, 2020, 5:00 pm PST.

2.5 Public Opening of Proposals

There will be no public opening for this RFP. Proposals will be available to the public for review only after the award of the contract.

2.6 Multiple Proposals

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

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than November 13, 2020 at 5:00 pm PST. Respondent will be solely responsible for the timely delivery of his Proposal. Proposals will not be accepted after the deadline will be returned unopened.

2.8 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.9 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.

2.10 Non-Collusion Declaration

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

2.11 References

Respondent shall complete and submit Exhibit B – Customer References with Proposal.

The County reserves the right to check any or all references:

1. Necessary to assess a prospective Respondent's past performance.
2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.

2.12 Proposal Evaluation Criteria

A. It is the County's intent to select the most responsive and responsible Respondent(s) that offer(s) the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

Evaluation Criteria		Points
1.	Level of quality and performance of the services offered and capacity to perform required tasks based on contractor qualifications and experience, in accordance with RFP requirements.	25
2.	Quality and performance of the services offered based on previous contracts, or reference checks for the same or similar tree maintenance services, including compliance with rules and regulations.	25
3.	Compliance with RFP requirements including licensing, certification, organization, and staff.	20
4.	Service Rates	25
5.	Locally operated business	5
Total		100

B. A committee of County employees will evaluate all RFPs and select the Respondent(s) who best meets the needs as set forth in this RFP, is the best qualified and is best able to provide the requested services. Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.13 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through June 30, 2021. If renewed on expiration, rates may be adjusted by mutual agreement. Any 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

County reserves the right to do the following at any time:

- A. Reject any and all proposals without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
- C. Terminate the RFP and issue a new RFP anytime thereafter;
- D. Procure any services specified in the RFP by other means;
- E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
- F. Disqualify any Respondent on the basis of any real or perceived conflict of

-
- interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
- G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;
 - H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
 - I. Accept all or a portion of a Respondent's proposal;
 - J. Negotiate with any or no Respondents; and
 - K. Terminate failed negotiations with any Respondents without liability and negotiate with other Respondents.
- 2.15 Notification of Withdrawal of Proposal
Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.
- 2.16 Interpretation
Should any discrepancies or omissions be found in the RFP, 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 by the Question Deadline. 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 Execution of Agreement
Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.
- 2.19 Respondent Responsibility and Performance
- A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
 - B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
 - C. Failure to comply with the RFP requirements provided herein could result in disqualification.
 - D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.
 - E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
 - F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 Respondent Qualifications

Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.

- A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff.
- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.
- D. Other Information: Respondent may also provide any other information deemed appropriate.

2.21 Addenda

- A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or her designee.
- B. Addenda will be posted on the [General Services Department website](#). If/when necessary, the Buyer will email written addenda to all known Respondents of record.
- C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or her designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the contract awarded as a result of this RFP.

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

2.22 Proprietary Information

Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

2.23 Protests and Appeals Procedures

Refer to Exhibit F – Protest and Appeals Procedures.

2.24 Local Vendor Preference (optional)

County of Santa Cruz will give a local business a local vendor preference of five (5) points toward a 100-point criteria scale. A local vendor is defined as one that has an established business located within the boundaries of the County as defined in the County Code 2.37.108. In order to qualify, a local vendor must request from, complete, and return the Locally Operated Business Preference Affidavit of Eligibility form to the Purchasing Division of the General Services Department County of Santa Cruz within 3 days after the bid opening. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor the five points.

SECTION 3. STATEMENT OF WORK

3.1 Overview

It is the intent of the County to award all services specified herein to multiple contractors. The County of Santa Cruz Parks Department is requesting proposals from qualified contractors to provide all labor, equipment, materials and performance of operation in connection with miscellaneous tree trimming and tree maintenance service work required on an as needed and/or emergency basis at various Parks Department sites; including tree removal, pruning, chipping, stump grinding, hauling debris, arborist's reports and other related services as requested by County Parks' staff

The County maintains the right, as it may deem necessary, to add or delete services 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(s) based on the hourly rates provided herein.

3.2 Scope of Work

- A. Tree removal – Vendor to completely remove tree down to its stump.
- B. Pruning - Selective removal of branches from a tree or shrub directed by a representative of the Parks department or prescribed in an arborist's report. Includes removal of unwanted branches to improve the tree's structure, and direct new, healthy growth.
- C. Chipping – Using a woodchipper to reduce branches, trunks, and or foliage into woodchips that is then hauled away and disposed of by tree company or left on-site as instructed. Determination of what to do with the wood chips will be directed by a representative of the Parks Department.
- D. Stump Grinding – Mechanical removal of the tree stump after a tree has been cut down. Unless otherwise specified, the tree stumps are to be grinded to a point six inches (6") below the adjacent ground level and backfilled with grindings to meet existing grade.
- E. Hauling Debris – Removal and disposal offsite by the vendor of debris to a legal storage location or disposal facility.
- F. Arborist Report – Upon request, vendor to provide a written report prepared by a certified arborist (a professional listed as a certified arborist by the International Society of Arboriculture [ISA]) that at minimum documents the condition of the tree, notes issues, damage or areas of concern, and provides information about the cause of issues including site conditions, pest or disease threats, or mechanical injury. Recommendation actions must be noted.

3.3 Locations

Various County-owned and operated locations within County of Santa Cruz. Santa Cruz County Parks maintains and operates over 60 parks and coastal access sites throughout the County. A non-exclusive list of park locations is available here: <http://www.scparks.com/Home/Parks/AllCountyParks.aspx>

SECTION 4. STANDARD TERMS AND CONDITIONS

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

4.1 Purpose of Contract

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

4.2 Term of Contract

It is the County's intent to contract through June 30, 2021 with 3, 1-year extensions.

4.3 Amendment

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

4.4 Termination

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

4.5 Assignment

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

4.6 Licenses, Permits and Certifications

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

4.7 Compliance with Laws

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

4.8 Acknowledgement

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

4.9 Inclusion of Documents

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

4.10 Presentation of Claims

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

4.11 Off-Shore Outsourcing of Services

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

4.12 Force Majeure

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

4.13 Severability

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

4.14 Controlling Law

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

4.15 Indemnity and Insurance Requirements

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

4.16 Default

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

4.17 Independent Contractor Status

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

contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.

b. Principal Test:

Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.

c. Secondary Factors:

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

4.18 Equal Employment Opportunity

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

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

4.19 Retention and Audit of Records

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

4.20 Data Security and Privacy – Protected Information

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

- a. Contractor agrees to hold County's Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County's Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County's Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

4.21 Living Wage/Prevailing Wage

- (A) Living Wage: This contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Any provided service with Prevailing Wage hourly rates less than the current Living Wage Rates, must be paid at the current Living Wage Rates. Noncompliance during the term of the contract will be considered a material breach and may result in termination of the contract or pursuit of other legal or administrative remedies. The Chapter of the County Code also contains restrictions on successor contractors regarding employee retention.
- (B) Prevailing Wage: If this contract provides for Prevailing Wage applicable installation, repair, or maintenance work over \$1,000.00, then California Labor Code Section 1720 requires that prevailing wages must be paid. Contractor's payroll records shall be sent to the County's Purchasing Division for review. Successful contractors are required to post prevailing rates at each job site and comply with all applicable requirements of the Labor Code. Rates are filed on the State of California Department of Industrial Relations web site (www.dir.ca.gov/).

SECTION 5. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz request for proposal #20P2-003. Complete the following requirements in your response:

Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
Primary Contact	
Name:	
Title:	
Phone:	
Email Address:	

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.
2. Services offered with complete description.
3. Cost for the proposed tree maintenance services as described in Section 3.2. Labor rates shall be stated per hour and equipment use rates per hour.
 - A) Provide the total cost for removal, stump grinding, and pruning services per the diagram below:

Tree Size by Diameter	Removal Cost	Stump Grinding Cost	Pruning Cost
0" - 12"			
13" - 23"			
24" - 36"			
37" - 48"			
> 48"			

4. Provide resumes of project team that would be assigned to this project.

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 _____, 2020

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

SECTION 6. 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 next page. 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):

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**

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

- 1. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

- 2. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

- 3. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

- 4. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

Exhibit C
Designation of Subcontractors

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

1. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

2. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

3. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

4. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

**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
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 F
PROTESTS AND APPEALS PROCEDURES

1. Protests to the General Services Director

Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved in connection with the solicitation or award of a permit, 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 Respondents have been notified of the County Board of Supervisors approval of an award.

2. Decision of the General Services Director

Following consultation with County Counsel, 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 \$35,000), then the General Services Director's decision shall be final.

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 Respondent 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 (10) working 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 permit 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 permit 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 (30) 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 (10) 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 (5) 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.

Signature

Print Name

Date

Exhibit G

LOCALLY OPERATED BUSINESS PREFERENCE AFFIDAVIT OF ELIGIBILITY

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

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

 Physical address (if different): _____

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

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

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

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

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

Yes ___ No ___

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

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

Yes ___ No ___

Address

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

Income taxes? Yes ___ No ___

Payroll taxes? Yes ___ No ___

Sales tax? Yes ___ No ___

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

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

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

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

Exhibit H
COUNTY OF SANTA CRUZ
LIVING WAGE COMPLIANCE STATEMENT – FISCAL YEAR 2020-2021

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 email at GSDSupportingDocs@santacruzcounty.us.

Company Name: _____

Address: _____
Street City State Zip

Proposed Service: _____

1. Number of employees: _____ Note: 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: _____

2a. If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

2b. If no, are your covered employees receiving a pay rate that meets or exceeds the County of Santa Cruz Living Wage requirements (\$17.90/hr with benefits or \$19.53/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 program, plan or fund below.

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 a copy of this form for each subcontractor working on this County Contract.

6. 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: _____

6a. 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.

6b. Do you agree to provide this information within 10 days of request? Yes: _____ No: _____

7. 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