



# 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

Invitation for Bids IFB 18B2-005

for

***Abatement of Inoperable Vehicles, Heavy Equipment, Mechanical Parts, and various junk and debris from 2831 Pine Flat Road, Bonny Doon (APN 080-141-06)***

**Mandatory**

**Pre-Bid Walk Thru:** Tuesday, February 26, 2019, 10:00 AM, PST;  
Location: 2831 Pine Flat Road, Bonny Doon, CA

**Question Deadline:** Friday, March 1, 2019, 5:00 PM, PST, 2019  
Submit questions by email to Contact Person.

**Bid Submittal Deadline:** Tuesday, March 12, 2019, 2:00 PM, PST  
Late Bids will not be considered for award.

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

**Contact Person** Phil Santaluce, Senior Buyer  
Email [gsd122@santacruzcounty.us](mailto:gsd122@santacruzcounty.us)  
Phone (831) 454-2723  
Fax (831) 454-2710

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<b>SECTION I.</b>	<b>INVITATION</b>
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The County of Santa Cruz invites sealed bids for abatement services on Rancho Road from fully licensed, insured, bonded, certified contractors to furnish all labor, tools, equipment, and incidentals required to provide the services specified herein.

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.

<b>SECTION 2.</b>	<b>INSTRUCTIONS TO BIDDERS</b>
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2.1 Preparation of Bid

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

2.2 Bid Documents

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

- Exhibit "A" – Bidder Fact Sheet
- Exhibit "B" – Customer References
- Exhibit "C" – Designation of Subcontractors
- Exhibit "D" – Non-Collusion Declaration
- Exhibit "E" – Insurance Information
- Exhibit "F" – Protests and Appeals Procedures
- Exhibit "G" – Living Wage Compliance Statement
- Exhibit "H" – Locally Operated Business Preference Affidavit of Eligibility (if applicable)

2.3 Bid Process Schedule

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

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

Activity	Date
Solicitation release	2/4/19
Advertisement in Sentinel	2/11/19, 2/19/19
Pre-Bid Walk-Thru	2/26/19
Question Deadline	3/1/19
Bid Submittal Deadline	3/12/19
Tentative award	3/13/18
Contract commencement	ASAP

Mandatory Pre-Bid Walk Thru

All prospective contractors are required to visit the project site at 2831 Pine Flat Road, Bonny Doon, CA, APN 080-141-06. on **Tuesday, February 26, 2019**, at **10:00 am**, for the Mandatory Pre-Bid Walk Thru in order to participate in this bid process. Bids submitted by contractors who did not attend the Mandatory Pre-Bid Walk Thru, will not be accepted. This will be the only time available for contractors to visit the site during this bid process.

During the Pre-Bid Walk Thru, Contractors may ask general questions about the project or technical requirements in the IFB. Representatives from Planning Department or GSD Purchasing will answer all questions that can be addressed; however, answers to any question that is given orally at the Pre-Bid Walk Thru is to be considered tentative and nonbinding on Santa Cruz County. Following the Pre-Bid Walk Thru, Contractors must submit any questions in writing to the IFB contact in this IFB. Questions will be answered and released to all prospective contractors who attended the Pre-Bid Walk Thru in the form of an addendum.

2.4 Submission of Response

Bidders shall submit one (1) original and one (1) copy of bid with the following:

- Exhibit "A" – Bidder Fact Sheet
- Exhibit "B" – Customer References
- Exhibit "C" – Designation of Subcontractors
- Exhibit "D" – Non-Collusion Declaration
- Exhibit "G" – Living Wage Compliance Statement
- Exhibit "H" – Locally Operated Business Preference Affidavit of Eligibility (if applicable)
- Official Bid Form

Responses to the solicitation must be delivered in a sealed envelope marked **IFB #18B2-005**, to the Submittal Location by the Submittal Deadline:

County of Santa Cruz  
General Services Dept. - Purchasing  
701 Ocean St., Room 330  
Santa Cruz, CA 95060

2.5 On-Site Inspection

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

2.6 Public Opening

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

2.7 Multiple Bids

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

- 2.8 Late Responses  
All responses to the solicitation must be delivered in person or received by mail no later than the Submittal Deadline (see cover sheet). Bidders shall be responsible for the timely delivery of their bids. Responses to this solicitation will not be accepted after the deadline and will be returned unopened.
- 2.9 Point of Contact  
All questions regarding this solicitation shall be directed to the Contact Person (see cover page), who may be reached by e-mail at [gsd122@santacruzcounty.us](mailto:gsd122@santacruzcounty.us) or by phone at 831-454-2723. No other individual has the authority to respond to any questions. Failure to adhere to this process may disqualify the Bidder.
- 2.10 References  
Bidder shall submit Exhibit "B" – Customer References with bid. Unsatisfactory responses to reference checks may result in rejection of the bid.
- 2.11 Non-Collusion Declaration  
Bidder shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit "D" is attached to the bid.
- 2.12 Bid Evaluation Criteria  
If an award is made, it will be made to the lowest responsive and responsible Bidder(s). In addition to the total bid price, other factors including prior performance, maintenance costs, warranty provisions, and delivery time may be considered.
- 2.13 Cost of Service  
Agreed-to costs and cash discounts are to be firm through completion the contract.
- 2.14 Reservations  
The County reserves the right to do the following at any time and for its own convenience, at its sole discretion:
- To reject any and all bids, without indicating any reasons for such rejection.
  - Waive or correct any minor or inadvertent defect, irregularity or technical error in any bid or procedure, as part of the bid or any subsequent negotiation process.
  - Terminate this bid and issue a new Invitation for Bid anytime thereafter.
  - Procure any materials or services specified in the bid by other means.
  - Extend any or all deadlines specified in the bid, including deadlines for accepting bids by issuance of an Addendum at any time before the Submittal Deadline.
  - Disqualify any Bidder on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the bid or other data available to the County. Such disqualification is at the sole discretion of the County.
  - Reject the bid of any Bidder that is in breach of or in default under any other agreement with the County.
  - Reject any Bidder deemed by the County to be non-responsive, unreliable, or unqualified.
- 2.15 Notification of Withdrawals of Bids  
Bids may be modified or withdrawn before the date and time specified for bid submission by an authorized representative of the Bidder or by formal written

notice. All bids not withdrawn before 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 bid specifications/ requirements, or doubt as to their meaning, the Bidder shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may send written instructions or addenda to all participants in this bid process. The County shall not be held responsible for oral interpretations. Questions must be received at least seven (7) days before bid 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 Compliance

Has the Bidder complied with all specifications, requirements, terms and conditions of this solicitation?

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 bid paragraph and section number followed by an explanation

2.19 Bidder Responsibility and Performance

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

Bidder 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 Bidder have local representation to provide onsite consultation/problem resolution if required.

2.20 Bidder Qualifications

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

- a. Experience: Bidder shall be an established firm conducting business of the nature specified in this bid for a minimum of two (2) years. Bidder 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 on the appropriate Exhibit.
- c. Permit: Bidder 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 Bidder deems appropriate should be included in this section.

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- 2.21 Addenda  
These documents may not be changed by any oral statement. Changes to these documents will only be by written Addendum issued by the County.  
If/when necessary, a written addendum will be faxed, emailed or mailed to all prospective Bidders.
- 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 Protests and Appeals Procedures  
See Exhibit "F".
- 2.24 Local Vendor Preference  
Pursuant to County Code 2.37.108, the County of Santa Cruz will offer a local business the opportunity to match the low bid if their bid is within 5% of the low bid. A local vendor is defined as one that has an established business located within the boundaries of the County as defined in the County Code 2.37.108. In order to qualify, a local vendor must request from, complete, and return the Locally Operated Business Preference Affidavit of Eligibility form to the Purchasing Division of the General Services Department County of Santa Cruz within 3 days after the bid opening. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor to match the low bid.



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**SECTION 3. SCOPE OF SERVICES**

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**3.1** Scope

It is the intent of the County to solicit an Invitation for Bid for the abatement of all inoperable vehicles, heavy equipment, mechanical parts and various forms of junk and debris located at 2831 Pine Flat Road, Bonny Doon, CA 95060 as a board approved contract or purchase order and award all services to a single contractor.

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 increases in services will be negotiated with the successful bidder.

**3.2** Statement of Work

Provide abatement services at property located at 2831 Pine Flat Road, Bonny Doon, California, 95060, as follows:

Remove from property and legally dispose of all inoperable vehicles, motorhomes, trailers, trucks, tires, auto parts, motorcycles, heavy equipment including but not limited to tractors, bulldozers, excavators, loaders, and cranes; mechanical parts, construction equipment, building supplies, tanks, drums, appliances, storage containers, boxes, tarps, tarp-covered items, mattresses, pallets, all forms of junk, debris, and discards, and any other outdoor-stored materials as defined in Santa Cruz County Code Section 13.10.556.

County Planning to provide a completed DMV Form 462 for each vehicle subject to removal to contracted tow company or dismantler. Number of vehicles and heavy equipment subject to removal will be determined during the scheduled contractor walk-through inspection of the property. Property photos to be provided in advance of any inspections upon request.

**SECTION 4. STANDARD TERMS AND CONDITIONS**

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

- 4.1 Term of Contract  
The term of this contract shall be through completion of project.
- 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 in advance of additional work from the County of Santa Cruz General Services Department - Purchasing Division.
- 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 before contract execution. Contractor shall 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 without penalty, in whole or in part, at any time, for any reason or no reason. County shall give Contractor thirty (30) days written notification before effective date of termination.
- 4.7 Assignment  
Contractor shall not assign the Contract or any interest therein, without the prior written consent of County, and then only to a person or persons approved by the County on such terms and conditions as County may require.  
If Contractor's business is sold, thirty (30) days advanced notice must be provided to County. County may elect to cancel the contract at that time. At the County's sole discretion, the new business shall assume all existing terms and conditions of the contract.
- 4.8 Inclusion of Documents  
This solicitation, all addenda, and Contractor's bid 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 initial term 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.

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 Department.

4.11 Invoices

Contractor shall itemize all applicable service and labor charges on its invoices, which it shall promptly send to the ordering County department. Each invoice must clearly identify the following information:

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

4.12 Off-Shore Outsourcing of services

Contractor certifies that any services performed on this contract by Contractor or Sub-Contractor shall be performed solely by workers within the United States.

4.13 Severability

Should any part of the Contract be held 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 mutual consent in writing by the parties hereto. County maintains the right, as it may deem necessary, to add or delete services to the contract with thirty (30) day written notice to Contractor. Such changes in service could occur to accommodate future County-offered programs or as a result of reduced County funds. Requests for increase in services will be negotiated with Contractor based on the hourly rates provided in the contract.

4.16 Indemnity and Insurance Requirements

Certificates of Insurance for Liability, Automobile, and Worker's Compensation must be provided to Santa Cruz County General Services Department, Purchasing Division before contract is signed, and must remain in effect through the entire term of the Contract. See Exhibit "E".

The County reserves the right to withhold payments to Contractor or to cancel the contract if Contractor fails to comply with the insurance requirements of the Contract.

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4.17 Wages

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. Noncompliance during the term of the contract would be considered a material breach and could result in termination of the contract or pursuit of other legal or administrative remedies. Chapter 2.122 of the County Code also contains restrictions and mandates on successor contractor regarding employee retention.

B. Prevailing Wage

If applicable to the subject work, the successful contractor shall comply with Section 1771 of the Labor Code requiring payment of prevailing wages. Rates are filed on the State of California Department of Industrial Relations web site ([www.dir.ca.gov/](http://www.dir.ca.gov/)). Successful contractors are required to post prevailing rates at each job site and comply with all other applicable requirements of the Labor Code.

Bidder must complete and return Exhibit "G" with bid.

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 Bidder or Contractor shall be liable for liquidated damages in an amount equal to the Bidders 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 Bidder or Contractor from any contract with the County.

4.19 Default

- 1) County may, by written notice of default to the Contractor, terminate the whole or any part of a contract if:
  - a) The contractor fails to make delivery of the supplies or to perform services 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) If 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 it deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to the County for any excess costs for such similar supplies, services or work; PROVIDED, that Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. 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. Contractor will 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 this Agreement 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 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: Contractor rather than County has the right to control the manner and means of accomplishing the results that were contracted.

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  
If applicable, all travel, hotel accommodations and meal expenses for services required under any resulting contract from this Invitation for Bid, shall be charged at current per diem rates as follows: 1) Mileage rates are limited to the maximum allowable IRS rate for California; 2) Lodging rates are limited to the Federal maximum per diem rates plus the applicable transient occupancy taxes; 3) Meal reimbursement rates are limited to Federal per diem rates. Any exceptions must be pre-approved by the County Auditor/Controller.
- 4.26 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 BID FORM
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The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this solicitation for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions herein.

Item/service:

- A. Remove from property and legally dispose of all inoperable vehicles, motorhomes, trailers, trucks, tires, auto parts, motorcycles, heavy equipment including but not limited to tractors, bulldozers, excavators, loaders, and cranes; mechanical parts, construction equipment, building supplies, tanks, drums, appliances, storage containers, boxes, tarps, tarp-covered items, mattresses, pallets, all forms of junk, debris, and discards, and any other outdoor-stored materials as defined in Santa Cruz County Code Section 13.10.556.

Vendor will properly dispose of all materials and vehicles removed from property.

The full lump sum price offered, in accordance with this Invitation for Bid, is:

\$ \_\_\_\_\_

- B. Start Time: If awarded a contract, your company can commence with the abatement services within \_\_\_\_\_ calendar days after notice of award.
- C. Cash discount offered for prompt payment: \_\_\_\_\_%, 30 days

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

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, 2019

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 page 24. If yes, indicate composition of ownership below.

\_\_\_% Disabled \_\_\_% Women \_\_\_% Black

\_\_\_% Hispanic \_\_\_% Asian American \_\_\_% Native American

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

Contractor's annual sales volume is \$\_\_\_\_\_

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

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

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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**Standard Definitions**

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

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

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**Exhibit "B"**  
**Customer References**

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

1. CUSTOMER'S NAME: \_\_\_\_\_

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

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

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

2. CUSTOMER'S NAME: \_\_\_\_\_

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

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

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

3. CUSTOMER'S NAME: \_\_\_\_\_

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

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

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

4. CUSTOMER'S NAME: \_\_\_\_\_

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

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

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



**Exhibit "D"**  
**County of Santa Cruz**  
**Non-Collusion Declaration**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH bid

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

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

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

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

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

\_\_\_\_\_  
(Signature)

**Exhibit "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 uncopyrighted 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 respects 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 solicitation 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  
General Services Department – Purchasing Manager  
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.

Bidder will be required to furnish, at time of submittal of bid, 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 RFP 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 RFP 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.

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**Exhibit "F"**  
**Protests and Appeals Procedures**

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

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

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

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

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

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

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

- (a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.
- (b) Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved may protest a bid to the Board of Supervisors.

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

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

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

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

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

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

**6. Protest and Appeal Procedure**

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



Exhibit "G"
COUNTY OF SANTA CRUZ
LIVING WAGE COMPLIANCE STATEMENT - FY 18-19

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

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

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

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

1. Number of company employees: \_\_\_\_\_ If five or less, skip questions 2-9, sign below and return.

2. Of these employees, are they covered by a collective bargaining agreement? Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

\_\_\_\_\_

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

3. Are medical benefits provided to your covered employees who are assigned to any County contract?

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

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

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

4. Are your covered full-time employees receiving a minimum of twelve days compensated leave annually (sick and vacation leave combined)? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5. Will any subcontractors perform work on this contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please complete and submit this form for each subcontractor working on this County Contract.

6. Please list all current contracts and purchase orders for services you have with the County. Use an additional sheet if necessary.

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

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

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

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

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

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

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

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

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

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

Exhibit "H"

**LOCALLY OPERATED BUSINESS PREFERENCE AFFIDAVIT OF ELIGIBILITY**

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

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

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

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

4) For transactions that require sales tax, provide the following reseller information:  
Reseller's permit #: \_\_\_\_\_  
Company name and address as it appears on the reseller's permit:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1) Does this business have more than one (1) physical location in California?  
Yes \_\_\_ No \_\_\_  
If yes, please specify the physical location considered the point-of-sale for sales tax purposes:

6) Does this business have at least one (1) physical location staffed by at least one (1) full-time employee or owner/operator located in Santa Cruz County?  
Yes \_\_\_ No \_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7) In the most recent tax year, was this business required to pay any or all of the following:  
Income taxes? Yes \_\_\_ No \_\_\_  
Payroll taxes? Yes \_\_\_ No \_\_\_  
Sales tax? Yes \_\_\_ No \_\_\_  
Property taxes for property located in Santa Cruz County? Yes \_\_\_ No \_\_\_

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

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

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

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