COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) #18P2-003

FOR

An Environmental Impact Report Evaluating the Proposed County of Santa Cruz Sustainability Policy and Regulatory Update of the County’s General Plan and County Code

Question Deadline 5:00 PM; Pacific time, March 29, 2019
Submit questions by email to Contact Person

Submittal Deadline 5:00 PM, Pacific Time, April 18, 2019
Proposal must be submitted by this Deadline.

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

Contact Person Phil Santaluce, Senior Buyer
Email gsd122@santacruzcounty.us
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 prepare an Environmental Impact Report (EIR) for the Sustainability Policy and Regulatory Update (hereinafter, “Proposed Project”), in accordance with the California Environmental Quality Act (CEQA) and County of Santa Cruz ordinances.

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 2017 estimated population of the County of Santa Cruz by the U.S. Census Bureau was 275,897. The County encompasses approximately 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 their proposal, the completed Official Request for Proposals (RFP) Form, and the appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent’s name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 Solicitation Documents
The following, in addition to this Solicitation, constitute the Solicitation documents:
- Exhibit A  Respondent Fact Sheet *
- Exhibit B  Customer References *
- Exhibit C  Designation of Subcontractors *
- Exhibit D  Non-Collusion Declaration *
- Exhibit E  Insurance Requirements (do not return)
- Exhibit F  Protest and Appeals Procedures (do not return)
- Exhibit G  Locally Operated Business Preference Affidavit of Eligibility *

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

2.3 Solicitation Process Schedule
The following is an anticipated Solicitation and engagement schedule. The County may change the estimated dates and process as deemed necessary.

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

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<th>Activity</th>
<th>Date</th>
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<tr>
<td>Release Solicitation</td>
<td>March 12, 2019</td>
</tr>
<tr>
<td>Advertise Solicitation in Mercury News</td>
<td>March 18, 2019</td>
</tr>
<tr>
<td>Advertise Solicitation in Sentinel</td>
<td>March 18 and 25, 2019</td>
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<td>March 29, 2019, 5:00 pm</td>
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<td>April 18, 2019, 5:00 pm</td>
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<td>Tentative Award/Contract Negotiations</td>
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<tr>
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<td>June 11, 2019</td>
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<td>Contract Start Date</td>
<td>June, 2019</td>
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2.4 Submission of RFP Response
a. Respondent shall submit six (6) hardcopy sets: one (1) original signed in blue ink and marked “ORIGINAL” and five (5) identical copies; and one (1) electronic copy (USB drive or CD) of the completed proposal as specified herein.

b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked RFP #18P2-003, addressed to:

GSD - Purchasing Division
Attn: Phil Santaluce
701 Ocean Street, Room 330
2.5 **On-Site Inspection**
On-site inspection of Respondent's facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

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

2.7 **Multiple Offers Not Allowed**
Only one proposal will be accepted from any one person, partnership, corporation or other entity; however, alternative proposals may be included in one proposal.

2.8 **Late Responses**
Proposals received after the Submittal Deadline will not be considered for award and will be returned to Respondents unopened. Respondent is responsible for the timely and correct delivery of his Proposal.

2.9 **Point of Contact**
All questions regarding this RFP shall be made in writing directly to the Contact Person (see cover page). No other individual has the authority to respond on behalf of the County to questions regarding this solicitation. Failure to adhere to this process may disqualify the Respondent.

2.10 **Non-Collusion Declaration**
Respondent shall execute a Non-Collusion Declaration on the form furnished by the County. Refer to Exhibit D.

2.11 **References**
A. Respondent shall complete and submit Exhibit B, Customer References.
B. 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 **RFP 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:

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<td>25</td>
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<tr>
<td>2. Past experience with similar projects</td>
<td>30</td>
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<td>3. Approach to specified services</td>
<td>30</td>
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<td>4. Total Cost of Contract</td>
<td>10</td>
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<td>5. Local Vendor Preference</td>
<td>5</td>
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<tr>
<td><strong>Total</strong></td>
<td>100</td>
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B. A committee of County employees will evaluate all RFPs and select the Respondent 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 permit is contingent upon approval from the County Board of Supervisors.

2.13 **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.
2.14 Modification or Withdrawal of Proposals
Respondents may modify or withdraw proposals prior to the Deadline for Proposals by formal written notice. All proposals (including all related materials) not withdrawn prior to the Deadline for Proposals will become the property of County.

2.15 Discrepancies, Omissions and Interpretation
If Respondent observes a discrepancy or omission in, or is unclear about any RFP specifications or requirements, Respondent shall notify the Buyer via e-mail. The Buyer may issue clarifications or instructions in the form of an addendum. Respondent is responsible for seeking clarification on anything in the RFP that is unclear. County shall not be held responsible for interpretations. Respondent must submit questions in writing via email by March 29, 2019, at 5:00 PM PDT. The Buyer will disseminate written questions and answers in the form of an addendum. All addenda issued shall be incorporated into the contract awarded as a result of the RFP.

2.16 Notice of Intent to Award
Notice of Intent to Award may be issued upon receipt of all required documents.

2.17 Pre-Award Conference
The successful Respondent shall meet with County representative(s) prior to the Award of Permit to review the scope of work and finalize the proposed Permit.

2.18 Execution of Agreement
Upon successful reference checks, evaluations and receipt of all required documents, the agreement (contract) must be executed by both parties.

2.19 Respondent Responsibilities 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 permit 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 permit manager(s) who will ensure that the services provided under the awarded permit 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. References:** Provide a list of four (4) references. See Exhibit B.

**B. 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.

**C. Other Information:** Respondent may 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 Responders 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 permit awarded as a result of this RFP.

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 **Protest and Appeals Procedures**
Refer to Exhibit F – Protest and Appeals Procedures.

2.24 **Local Vendor Preference**
County of Santa Cruz will give a local business a local vendor preference of five (5) points toward a 100-point criteria scale. A local vendor is defined as one that has an established business located within the boundaries of the County as defined in the County Code 2.37.108. In order to qualify, a local vendor must complete, and return the Locally Operated Business Preference Affidavit of Eligibility form (Exhibit F) to the Purchasing Division of the General Services Department County of Santa Cruz within three (3) days after the bid opening. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor 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 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 increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

A. Proposed Project Background

Santa Cruz County’s first comprehensive General Plan was prepared in the late 1950s and adopted in 1961. At that time, the County’s population was 82,000, and the projected 1985 population was 200,000. In 1973, the County adopted the Parks, Recreation and Open Space (PROS) Plan providing extensive inventories of County resources and policies for protection as well as development of these resources. That plan served as the Recreation, Open Space, and Conservation elements to the County General Plan. A series of other functional elements to the General Plan, as required by state law at that time, were adopted starting in 1969, including the Housing, Seismic Safety, Fire Safety, Noise, and Scenic Highways Elements.

The rapid growth rate of the 1970s coupled with the community desire for agricultural and environmental protection, and preservation of quality of life, led to the passage in 1978 of a ballot referendum, Measure J (the growth management referendum). Measure J called for a comprehensive growth management system, including population growth limits, the provision of affordable housing, preservation of agricultural lands and natural resources, and the retention of a distinction between urban and rural areas. Its provisions are still in effect today. In the early 1980s, the County adopted the 1980 General Plan and a separate Local Coastal Program (LCP) to implement this ballot referendum. The County’s last major planning activities occurred in the early 1990s, which led to the adoption of the current 1994 combined General Plan and LCP. The County adopted its most recent Housing Element in 2015. Proposed updates to the Noise Element and the Safety Element to address climate change, sea level rise, and other safety issues are currently being considered by the Planning Commission, and Board of Supervisors and Coastal Commission adoption is expected in 2019.

Since the adoption of the County’s current General Plan/LCP, a number of state statutes affecting general plan requirements and focusing on sustainability principles have been enacted in the State, including (among others): Assembly Bill (AB) 32 (California Global Warming Solutions Act), Senate Bill (SB) 375 (Sustainable Communities and Climate Protection Act), SB 743, which addressed transportation impacts and the use of vehicle miles traveled (VMT), SB 244 and 1090, which address disadvantaged communities, and SB 1000 (Planning for Healthy Communities Act).

Inspired by the renewed focus on environmental issues and sustainability, Santa Cruz County carried out a public process to develop the Sustainable Santa Cruz County Plan (SSCC). Accepted as a “planning and feasibility study” in 2014, the planning process involved an extensive public visioning process focused on community sustainability, circulation and mobility, housing options, urban design, and short- and long-term transportation improvements. The SSCC vision, guiding principles, focus area plans, and implementation strategies form the basis for the “Sustainability Update” to the County’s General Plan/LCP and County Code. Update of the Land Use, Circulation, and
Community Design elements will be the primary focus of the General Plan/LCP amendments, and, along with other County Code modernization proposals, will be the project analyzed in the EIR.

Other County planning efforts have also occurred recently, resulting in the County’s Strategic Plan (2018) and the Economic Vision and Strategy (2014). The County also recently completed the Pleasure Point Commercial and Mixed-Use Corridor Vision and Guiding Design Principles, as well as proposed countywide design guidelines. A redesign for Portola Drive—the “Portola Drive Streetscape Concepts”—includes near-term and long-term design options for Portola Drive in the Live Oak Planning Area, which will be analyzed in the EIR. Regional planning efforts have also occurred, including the regional adoption of new population, housing, and employment targets for 2040, which are reflected in the regional 2040 Metropolitan Transportation Plan/Sustainable Communities Strategy by the Association of Monterey Bay Area Governments (AMBAG), and the adoption of the Santa Cruz County Regional Transportation Commission’s (SCCRTC’s) Santa Cruz County 2040 Regional Transportation Plan.

Simultaneously and over the past several years, staff has identified “code modernization” updates that are necessary to bring the current County Code up to date. Amendments include changes to permit processing procedures; design review procedures; agricultural regulations; and regulations related to temporary uses/structures, accessory structures, parking, and other smaller amendments.

3.2 Project Description

The Proposed Project is the update to the County’s General Plan/LCP and County Code to incorporate a new planning horizon of 2040 for population and employment growth; reflect the sustainability vision, principles, goals, policies, implementing strategies, and design guidelines of the SSCC and other plans; address recent changes in state law; and ensure compatibility with regional land use and planning transportation efforts. Amendments to the following chapters of the General Plan/LCP are proposed:

- **Chapter 1 – Introduction**: Update the Introduction to reflect the 2040 population and employment forecasts (see below), incorporate the vision and guiding principles developed during the SSCC public visioning community meetings, recognize the continued validity of the Measure J growth management principles, incorporate other County documents, and acknowledge new state law and regional plans.

  The update will accommodate 2040 population and employment forecasts as established by AMBAG and adopted in June 2018:

  - 2040 Population – 141,645 (5 percent increase from 2015)
  - 2040 Housing – 60,841 (6 percent increase from 2015)
  - 2040 Employment – 44,831 (18 percent increase from 2015)

- **Chapter 2 – Land Use**: Update the Land Use Element to add new SSCC goals, objectives, policies, and programs, including those in support of Zoning Map and County Code amendments that implement strategies from the SSCC; incorporate selected General Plan map changes associated with opportunity sites within the four SSCC focus areas; strengthen the connection between multi-modal transportation planning and land use to develop sustainable urban neighborhoods and protect rural resources; review parcel-specific policies for consistency with the updated plan and current conditions; review the identification of disadvantaged communities under SB
1000 and incorporate appropriate goals and policies to address environmental justice as necessary; address other State Office of Planning and Research (OPR) General Plan Guidelines as necessary.

- Chapter 3 – Circulation and Mobility: Update the Circulation and Mobility Element goals, policies, and maps to reflect the SCC vision of multi-modal transportation and complete streets; incorporate the corridor improvement concepts associated with the SCC and the Pleasure Point Commercial and Mixed-Use Corridor Vision and Guiding Design Principles; update planned transportation and trail projects associated with regional transportation planning documents and transportation improvement plans; update policies regarding VMT, including VMT thresholds for establishing significance under CEQA; update the functional street classification system to reflect the functional priority of roadways as described in the SCC; update the County’s planned transportation improvement project list (to include SCC projects; include additional projects identified as part of EIR traffic modeling, address other OPR General Plan Guidelines as necessary.

- Chapter 5 – Conservation and Open Space: Update the Conservation and Open Space Element goals and policies to address ancillary and support uses in agricultural zones and agricultural buffers; amend timber lands goals, objectives, policies, and programs to address conditional uses, timber harvest plans, and state timber programs; updates to water resource goals, objectives, policies, and programs to reflect current surface and groundwater conditions and planning status; clarify the sections of Highway 1 that are still considered scenic; address other OPR General Plan Guidelines as necessary.

- Chapter 7 – Parks, Recreation, and Public Facilities: Update the Parks, Recreation, and Public Facilities Element goals and policies to reflect changes to goals, objectives, policies, and programs related to parks, water, and sewer plans and existing conditions; update parks recommended acquisitions and development priorities to reflect current plans and existing conditions; update goals and policies related to schools to reflect current facilities and school district plans; update fire protection needs to reflect current conditions; update goals, objectives, policies, and programs related to water supply and groundwater resources, reflecting in particular water purveyor planning efforts under the Sustainable Groundwater Management Act (2014); update wastewater objectives, policies, and programs as needed; address other OPR General Plan Guidelines as necessary.

- Chapter 8 – Community Design: Update the Community Design Element to add the policies related to urban design principles and focus areas in the SCC; add policy basis for and reference the Pleasure Point Commercial and Mixed-Use Corridor Vision and Guiding Design Principles, as well as countywide design guidelines; address other OPR General Plan Guidelines as necessary.

The Proposed Project includes amendments to the County Code to implement the SCC, incorporate sustainable principles and design guidelines, and modernize development requirements and procedures. Proposed amendments to the County Code include the following:

<table>
<thead>
<tr>
<th>Code Section(s)</th>
<th>Proposed Amendment(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.10.210 - .215 – Authority and Purpose of Zoning Regulations</td>
<td>Modernization amendments to zoning code organization and implementation; update to the zoning map for select opportunity sites within the four SCC focus areas</td>
</tr>
<tr>
<td>Code Section(s)</td>
<td>Proposed Amendment(s)</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>13.10.220 - .280 – Ordinance and Permit Administration</td>
<td>Modernization amendments to permit application processing procedures</td>
</tr>
<tr>
<td>13.10.311 - .315 – Agricultural Districts</td>
<td>Update uses allowed, development standards, and permit requirements in agricultural zones</td>
</tr>
<tr>
<td>13.10.321 - .327 – Residential Districts</td>
<td>Establish new Residential Flexible (RF) zone to accommodate greater intensity of residences, revised development standards for the multi-family (RM) zone, and new zone and/or standards for the Small Lot Single Family (SLSF) developments; revised parking standards; refer to design guidelines and infill development models; clarify calculations necessary to establish floor-area ratios; other refinements to residential districts.</td>
</tr>
<tr>
<td>13.10.331 - .335 – Commercial Districts; 13.10.656 Mixed Use Residential-Commercial Development</td>
<td>Update allowed commercial uses, provide regulations for mixed-use development; incorporate new zoning district for Medical Mixed-Use developments, including building heights of 60 feet or greater; incorporate new Work Flex Zone District and Combining District (Overlay).</td>
</tr>
<tr>
<td>13.10.341 - .345 – Industrial Districts</td>
<td>Update permit requirements in Industrial Districts, clarify coastal zone permitted uses and appeal procedures</td>
</tr>
<tr>
<td>13.10.351 - .355 – Parks, Recreation and Open Space PR District</td>
<td>Update permit requirements in Parks, Recreation and Open Space District, clarify coastal zone permitted uses and appeal procedures</td>
</tr>
<tr>
<td>13.10.362 – Public and Community Facilities PF District</td>
<td>Update permit requirements in the Public Facility PF District, clarify coastal zone permitted uses and appeal procedures</td>
</tr>
<tr>
<td>13.10.372 - .375 – Timber Production TP District</td>
<td>Update permit requirements in the Timber Production TP District, clarify coastal zone permitted uses and appeal procedures, add master plan requirements</td>
</tr>
<tr>
<td>13.10.381 - .397 – Special Use District</td>
<td>Specify allowed uses consistent with the General Plan, update permit requirement terminology</td>
</tr>
<tr>
<td>13.10.473 – Agricultural Preserve and Farmland Security P Combining District</td>
<td>Clarification of permitted uses and permit requirements</td>
</tr>
<tr>
<td>13.10.525 – Agricultural Fencing</td>
<td>Detail requirements for permanent and temporary fencing for agricultural uses.</td>
</tr>
<tr>
<td>13.10.550 - .571 – Parking Standards</td>
<td>Revise parking standards as recommended in design guidelines and as otherwise necessary</td>
</tr>
<tr>
<td>13.10.556 – Outdoor Storage</td>
<td>Clarification regarding residential firewood storage/commercial activities</td>
</tr>
<tr>
<td>13.10.611 - .616 – Accessory Structures and Uses</td>
<td>Amend existing regulations and permit requirements for accessory structures; add cargo and shipping containers as accessory structures; add new section on temporary permits, uses, and structures; add new regulations regarding community events and weddings</td>
</tr>
<tr>
<td>13.10.631 - .644 – Agricultural Uses</td>
<td>Amend regulations for agricultural processing and storage, agricultural service establishments, agriculture within structures, greenhouses, and wineries/breweries, distilleries; add agri-tourism and education regulations</td>
</tr>
<tr>
<td>13.10.645 - .649 – Animal Regulations</td>
<td>Revise regulations for large and small animals, clarify regulations for animal hospitals and kennels</td>
</tr>
<tr>
<td>13.10.651 - .657 – Drive-throughs, alcohol sales</td>
<td>Revise drive-through regulations, clarify permitting requirements for dining establishments selling beer/wine,</td>
</tr>
<tr>
<td>Code Section(s)</td>
<td>Proposed Amendment(s)</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>13.10.700 – Definitions</td>
<td>remove regulations associated with gas station construction, clarify alcohol sales at automobile refueling/charging stations</td>
</tr>
<tr>
<td>13.11.070 -.076 – Site, Architectural and Landscape Design Review</td>
<td>Updates and additions to definitions</td>
</tr>
<tr>
<td>16.50 – Agricultural Land Preservation and Protection</td>
<td>Revision of existing design review standards; adoption of new design guidelines</td>
</tr>
<tr>
<td>18.10 - 18.80 – Permit and Approval Procedures</td>
<td>Updates to and clarifications of existing agricultural land preservation standards</td>
</tr>
<tr>
<td>Design Guidelines</td>
<td>Revisions, updates, and reorganization of permit processing</td>
</tr>
<tr>
<td>Pleasure Point Commercial and Mixed-Use Corridor Vision and Guiding Design Principles</td>
<td>Adoption of Countywide Design Guidelines</td>
</tr>
<tr>
<td>12.28 – Solar Access Protection</td>
<td>Revisions to conform to State law</td>
</tr>
</tbody>
</table>

The County shall provide to the Consultant the SSCC and administrative drafts of proposed updates to the County Code before the start of work. The final proposals for updates to the General Plan/LCP will be developed by the County in conjunction with the EIR consultant’s work to ensure that final drafts are informed by environmental analysis.

3.3 Scope of Work
The EIR prepared by the Consultant shall meet all the requirements set forth in CEQA (Public Resources Code 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.), as recently amended. Consideration of issuance as a Master EIR will be explored with the Consultant.

The EIR shall include analysis of reasonably foreseeable potential impacts from the adoption of the General Plan and County Code amendments. Impacts designated as significant or less than significant pursuant to the criteria of CEQA and the State CEQA Guidelines, and any thresholds or criteria used by the County or appropriate regulatory agency. Indirect impacts of the Proposed Project shall also be discussed.

A. Project Management
The Consultant will assign a Project Manager to be responsible for and oversee all aspects of the Consultant’s work, provide quality control of work products, supervise subconsultants, assure work is accomplished within budget and on an agreed upon schedule. The Project Manager will prepare a schedule for the consultant team’s activities, attend a kick-off meeting with County staff and key EIR staff members, and conduct weekly phone check-ins with County staff during preparation of EIR sections to review EIR preparation activities, coordinate on EIR needs, review any schedule or budget issues that may arise.

B. Notice of Preparation of EIR/Notice of Scoping Meeting
The Consultant, in coordination with County staff, will prepare and circulate the Notice of Preparation (NOP)/Notice of Scoping Meeting for this EIR. The NOP will be particularly important to obtain comments on the scope of the EIR. Obtaining early feedback from key stakeholders will minimize the potential for project delays and unforeseen issues arising late in the process. All comment letters received during the NOP/scoping process shall be included in an appendix to the EIR. In addition, a matrix indicating where comments are incorporated and responded to in the Draft EIR (DEIR)
shall be provided. This will assure reviewers that their comments have been responded to and streamline their review of the DEIR.

C. Prepare Administrative Draft EIR

The Consultant will base the Administrative Draft EIR (ADEIR) on the draft General Plan/LCP and County Code amendments provided by County Staff. The consultant will prepare the ADEIR using information obtained from County staff and other agency resources regarding applicable thresholds, regulations, proposed projects, growth forecasts, staff reports, and applicable peer-reviewed technical studies and EIRs. The SSCC and the background supporting documents will also be accessed as resources for project-specific information and impacts.

The ADEIR will address direct and indirect significant effects for all key issues as well as standard CEQA sections such as growth inducement, climate change, and consistency with adopted plans and policies in addition to an analysis of the impacts associated with project alternatives and their comparison with project impacts. The ADEIR will also respond to issues raised during the public comment period for the Initial Study. Key sections to be included in the Draft EIR are summarized below.

1. Executive Summary

As stated in Section 15123 of the CEQA Guidelines, the Draft EIR (DEIR) will contain a brief summary of the proposed actions and its consequences. The language of the summary will be as clear and simple as reasonably practical.

The summary shall identify:

- Each significant effect with proposed mitigation measures and alternatives that would reduce or avoid that effect;
- Areas of controversy known to the Lead Agency including issues raised by agencies and the public; and
- Issues to be resolved including the choice among alternatives and whether or how to mitigate the significant effects.

A matrix will be used to minimize the length of the summary.

2. Table of Contents

As stated in Section 15122 of the CEQA Guidelines, the DEIR shall include a Table of Contents to assist readers in finding the analysis of different subjects and issues. The Table of Contents will also include a list of tables and figures, and a list of acronyms, abbreviations, and symbols.

3. Introduction

The Introduction to the DEIR will describe the CEQA process specific to the proposed General Plan/LCP and County Code amendments and identify steps taken by the County to comply with relevant requirements.

The Introduction will describe the project background and purpose, outline the lead agency and other required approvals, describe the intended uses of the EIR, outline the EIR scoping process, and address areas of known controversy.
4. **Project Description**

A complete project description is the foundation of an adequate DEIR. The project description will summarize the proposed General Plan/LCP and County Code amendments and describe the “sustainability” goals and implementation of the SSCC. The project description will also contain the additional elements described in Section 15124 of the CEQA Guidelines but should not supply extensive detail beyond that needed for evaluation and review of the environmental impact. The Project Description will include:

- A statement of objectives sought by the proposed project. A clearly written statement of objectives will help the Consultant and the County develop a reasonable range of alternatives to evaluate in the EIR and will aid the decision makers with findings or a statement of overriding considerations, if necessary.
- A general description of the project’s technical, economic, and environmental characteristics.
- The project description will also include a thorough discussion of project phasing.
- A statement briefly describing the intended uses of the DEIR. This statement shall include, to the extent that the information is known to the County:
  - A list of the agencies that are expected to use the DEIR in their decision-making.
  - A list of permits and other approvals required to implement the project.
  - A list of related environmental review and consultation requirements of federal, state, or local laws, regulations, and/or policies.

Figures showing the County boundaries and vicinity map, and General Plan planning areas affected by the Proposed Project.

All decisions subject to CEQA should be listed, preferably in the order in which they will occur.

5. **Environmental Setting, Impacts & Mitigation Measures**

a. **Development of the Environmental Baseline Conditions**

Existing (baseline) conditions will be established based on existing General Plan/LCP goals, policies, objectives and programs, and the permitted uses and development standards contained in the current County Code. In addition, baseline conditions will include existing development within the unincorporated areas of the County. As the SSCC is particularly focused on the sustainability of urban areas, particularly the Live Oak, Soquel, and Aptos areas of the unincorporated County. The proposed General Plan and County Code amendments affect the rural areas of the County to a lesser degree but impacts associated with the implementation of the SSCC and code modernization may have impacts in rural areas as well.

Development of the Environmental Setting for each CEQA impact area will include a discussion of relevant regulatory statutes, plans, and programs in place. Where possible, mitigation measures will focus on existing or proposed County policies and codes. The following environmental resources are expected to be addressed in the DEIR, although scoping for the document may result in additional resources or specific issues to be addressed beyond the those addressed herein.
b. Aesthetics

General Plan Policy 5.10.2 states, “Recognize that visual resources of Santa Cruz County possess diverse characteristics and that the resources worthy of protection may include, but are not limited to, ocean views, agricultural fields, wooded forests, open meadows, and mountain hillside views. Require projects to be evaluated against the context of their unique environment and regulate structure, height, setbacks and design to protect these resources consistent with the objectives and policies of this section.” The County General Plan contains a list of designated scenic roads and highways, including Highway 1.

Proposed development standards include increases to height limits, particularly in the on properties designated as Medical Mixed Use, which may result in visual quality impacts. Simultaneously, the Project proposes removal the designation of a portion of Highway 1 as a scenic roadway due to extensive tree removal in past years. Other elements of the Project include residential and commercial design guidelines that will address the visual compatibility and diversity of new development in urban areas, and will include standards to address building bulk, open spaces, and streetscape improvements.

The Consultant will analyze visual impacts associated with potential development under new development regulations. This section of the ADEIR will include up to three visual simulations showing views of the type of potential development that could result from rezoning areas and implementing new, more intense development standards.

c. Agricultural and Forestry Resources

The Consultant will prepare the Agricultural and Forestry Resources section, analyzing any potential impacts of the Proposed Project on the County’s agricultural lands supply, farmlands in the State’s Farmland Mapping and Monitoring Program, and on forestry resources.

d. Air Quality

The Consultant will analyze the potential for impacts to air quality from development and traffic expected through the 2040 planning horizon utilizing assumptions that both population and employment will build out to accommodate forecasts. The Consultant will reference air quality data, standards, and CEQA Guidelines from the Monterey Bay Air Resources District (MBARD), as well as utilizing the California Emissions Estimator Model (CaEEMod) to model air quality impacts. The results of the modeling will be attached to the DEIR in an appendix.

e. Biological Resources

The Consultant will analyze potential impacts to biological resources associated with further development in the urbanized unincorporated areas. The County maintains high standards for the protection of biological resources, as contained in County Code Title 16, and amendments to these standards are not subject to amendment as a part of the Proposed Project. Specific tasks to be completed include:

- Identify applicable federal, state, and local regulations pertaining to species protection, to be summarized in the DEIR;
- Evaluate the potential effects on special-status species and habitats;
- Evaluate the potential impacts associated with new development consistent
with the build-out of residential and commercial development to the 2040 planning horizon, as well as planned transportation improvements; and

- Identify mitigation measures required to reduce impacts to biological resources to a less than significant level for disturbance directly associated with the growing operations and with the associated construction that may be required to bring an existing or proposed site into conformance with local and state ordinances, such as extension of utility lines, driveway access and bridge construction.

A list of special-status species considered in the DEIR will be included in an appendix.

f. Cultural Resources

Consistent with Section 21083.2 of CEQA, the Consultant will prepare the Cultural Resources section, addressing cultural resources and archaeology based on known cultural, historic, and archaeological resources. The section will include the existing setting information and will analyze the potential Proposed Project impacts to any resources found during development/redevelopment of unincorporated urbanized areas, including any potential sites important to Native American history and early European settlements. Potential impacts to cultural resources due to the implementation of planned transportation improvements or other infrastructure will also be evaluated.

g. Energy

The Consultant will assess energy use associated with residential and commercial growth as well as infrastructure projects under the Proposed Project, per the revised CEQA Guidelines.

h. Geology and Soils

The Consultant will prepare the Geology and Soils section, describing potential impacts associated with development/redevelopment of residential, commercial, and infrastructure within the unincorporated urbanized areas. Any anticipated impacts to paleontological resources will also be addressed in this section, per the updated CEQA Guidelines.

i. Greenhouse Gas Emissions

The Consultant will analyze greenhouse gas (GHG) emissions associated with the potential levels of residential, commercial, and infrastructure development associated with build out associated with the 2040 population and employment forecasts, including traffic emissions. The Consultant will work with MBARD to identify the use of appropriate GHG emissions thresholds in the absence of adopted thresholds. The Consultant will also reference the County’s Climate Action Strategy. The results of any calculations or modeling will be attached to the DEIR in an appendix.

j. Hazards and Hazardous Materials

In the Hazards and Hazardous Materials section of the DEIR, the Consultant will generally discuss the potential for increased risks from hazards and hazardous materials associated with increased levels of development and higher densities of population.
k. Hydrology and Water Quality

The Hydrology and Water Quality Section of the DEIR will include a discussion of expected impacts on surface and groundwater quality and supply. The Consultant will analyze the potential for impacts related to increased development, including impacts associated with urban runoff and erosion. The Consultant will also analyze potential impacts to the quantity and quality of the County’s groundwater supply.

l. Land Use and Planning

This section of the EIR will evaluate potential impacts related to the continuation of residential and commercial growth in the unincorporated urbanized areas of the County, including impacts related to increases in development density and intensity on planning areas and neighborhoods, the adoption and implementation of new land use designations and zoning districts, as well as beneficial impacts associated with the implementation of sustainable communities. Division of neighborhoods by any proposed transportation improvements will also be considered. This section will include figures depicting the proposed amendments to the General Plan designation and zoning districts for selected opportunity sites.

m. Noise

The Noise Section of the DEIR will discuss the potential for temporary and permanent noise associated with continued growth and development in the unincorporated area, as well as any transportation improvements, particularly associated with the potential crossing of Highway 1. The Noise Section of the DEIR will contain a characterization of current average sound levels previously documented by the County, as well as a review and description of the noise exposure standards related to existing surrounding land uses, including single-family residential development in relation to the standards defined by the County General Plan and County Code, as well as applicable state standards for noise exposure. Additional information within this section will include a definition of acoustical terminology. Any graphics and/or analysis of noise levels will be included in an appendix to the DEIR.

n. Population and Housing

Adoption of the Sustainability Update will include the accommodation of additional housing units associated with meeting the population forecast for 2040. In addition, one of the main principles of the SSCC is to provide a range of housing choices and types, and to accommodate infill development within existing urbanized areas. The Population and Housing of the DEIR will address these potential impacts.

o. Public Services

The Consultant will analyze the potential impacts to levels of service for fire protection, law enforcement, schools, parks, and area libraries due to continued residential and commercial development associated with the 2040 forecasts.

p. Recreation

The Consultant will analyze the potential impacts to the County’s and State’s parks and recreational facilities associated with the accommodation of increased population. Where appropriate, the DEIR will identify additional park and
recreational facilities acreages that are needed to ensure adopted levels of service.

q. Transportation

The Circulation and Mobility Element of the General Plan/LCP will be updated to accommodate a variety of transportation projects associated with improving vehicular and pedestrian/bicycle circulation in the County’s urbanized areas, including several alternatives for crossings of Highway 1, which bisects communities and causes local traffic congestion. The Proposed Project also includes a modernized street classification system, as specified in the SCC, as well as a plan for reconfiguring the roadway and public spaces within and adjacent to Portola Drive in the Live Oak Planning Area. Further, the SCCRTC has adopted a Regional Transportation Plan and has completed a Unified Corridor Study that includes the urbanized portion of the unincorporated County. Both documents include projects that will directly affect the urbanized unincorporated areas. These projects include Highway 1 expansion and pedestrian-bicycle crossings at Chanticlere Avenue and Mar Vista Drive, as well as the extension of the regional non-motorized Monterey Bay Sanctuary Scenic Trail into and through Santa Cruz County. Finally, recent State requirements, including the use of VMT as a CEQA standard, will be addressed in the amendments.

Under a separate process, the County has selected a transportation consultant to update the County’s traffic model, run a baseline “No Project” traffic analysis, identify mitigation strategies, and develop alternative transportation scenarios that will inform the alternatives to be analyzed in the EIR. The Santa Cruz County Travel Demand Model (SCCModel) is a four-step travel demand model utilizing the TransCAD platform. The model was developed for the County and the SCCRTC to forecast future travel patterns on both roadway and transit routes throughout Santa Cruz County. The model can be used to assess how changes in population, employment, demographics, and transportation infrastructure affect travel patterns within the County.

The Consultant responding to this RFP will analyze the traffic impacts of the EIR alternatives using the updated SCCModel, incorporating the results of the “No Project” traffic model results previously prepared by the transportation consultant. Up to 20 segments/intersections will be analyzed (the same ones analyzed for the “No Project” alternative. Failing intersections/segments, changes in VMT, and possible mitigation strategies (if needed) will be identified for all EIR alternatives. All modeling results will appear as an attachment to the EIR. Further, the Proposed Project will include the re-design of Portola Drive as shown in the “Portola Drive Streetscape Concepts.” The Consultant will analyze the long-term design options, including narrowing the roadway from four lanes to two lanes with a center turn lane, and roundabout vs. signalization for one or more intersections along the drive. Once the analysis is complete, the Consultant will then prepare the Transportation section of the EIR, establishing the existing conditions in 2019 and summarizing the results of the analysis of the alternatives.

r. Tribal Resources

The Tribal Resources section will address known tribal resources, as well as the requirements of Assembly Bill (AB) 52 regarding impacts to Tribal Cultural Resources. AB 52 requires consultation with California Native American tribes
before the release of any environmental document (e.g., mitigated negative declaration or environmental impact report). As lead agency, the County of Santa Cruz will consult with a tribe within the geographical area of any project if the tribe (1) requested the lead agency to inform it of proposed projects within its area, and (2) the tribe responds within 30 days of receiving notification and requests consultation. The County will also be required to comply with the requirements of Senate Bill 18 due to the proposed General Plan amendments.

s. Utilities and Service Systems

The Proposed Project may result in an increase in demand for public services and utilities associated that serve the affected urbanized areas. The Consultant will inventory the utility providers (including wastewater, water, storm water, and solid waste), address impacts on utilities, and identify infrastructure needed to serve the affected urbanized areas of the County through 2040.

t. Wildfire

Portions of Santa Cruz County have been mapped as high and very high fire hazard severity zones by the California Department of Forestry and Fire protection as part of its Fire and Resource Assessment Program. The Consultant will include a discussion of the potential for development in these zones, as well as the regulations that help to reduce impacts associated with fire safety.

6. Other CEQA Considerations

a. Effects Not Found to be Significant

This section will discuss impacts to resources not found to be significant. Impacts to Mineral Resources if found to be less than significant, will be discussed in this section. If the Consultant finds that impacts to other resources will not be significant, the list of resources in this section may be expanded.

b. Significant Environmental Effects that Cannot be Avoided if the Proposed Project is Implemented

Impacts that are both significant and unavoidable will be identified. These will be determined based on the analysis of in the DEIR, and thresholds of significance established in the DEIR or by regulatory agencies. Should there be significant unavoidable adverse impacts, these will need to be evaluated and addressed in a Statement of Overriding Considerations.

c. Significant Irreversible Environmental Changes that Would be Caused by the Proposed Project Should it be Implemented

This section will summarize the major changes to the environment that would result from implementation of the Proposed Project. It will focus on the physical environmental changes in the Propose Project setting such as those caused by grading and paving, the level of commitments to use of non-renewable resources represented by the Proposed Project, and potential for secondary impacts that may place additional burdens on non-renewable resources.

d. Growth-Inducing Effects

As a required discussion according to CEQA Guidelines Section 15126.2(d), the Consultant will provide a Growth-Inducing Effects discussion in the DEIR. The Consultant will determine the anticipated growth conditions in the unincorporated area and parameters for consideration of any secondary
impacts from growth. The Consultant will evaluate the potential for the proposed amendments to generate additional growth in the area using standard growth analysis criteria, such as the Proposed Project’s potential to foster economic or population growth or its potential to remove obstacles to population growth through extension of infrastructure.

7. **Cumulative Impacts**

Consistent with Section 15130 of the CEQA Guidelines, the Consultant will discuss cumulative impacts of the Proposed Project when the incremental effect is cumulatively considerable. This analysis will address each topic covered in the DEIR environmental analysis and will identify appropriate mitigation measures that may reduce any potentially significant cumulative impacts to a less than significant level.

8. **Alternatives to the Proposed Project**

The Consultant in cooperation with County staff will develop at least two alternatives to the Proposed Project for analysis in the DEIR, one of which will be a “No Project” alternative. The Consultant, in coordination with the County, is expected to create at least one other alternative that would substantially lessen one or more of the significant impacts associated with the Proposed Project.

The alternatives are to be analyzed at the same level of detail as the Proposed Project and addressed and compared to the Proposed Project throughout each section of the DEIR. The Consultant may prepare a more qualitative analysis of impacts for each of the alternatives, providing a quantitative and comparative analysis where data is available (in accordance with CEQA Guidelines Section 15126.6(d)).

a. **Environmentally Superior Alternative**

The Consultant will identify an environmentally superior alternative from those alternatives to the Proposed Project. If the environmentally superior alternative is the “no project” alternative, the ADEIR will also identify an environmentally superior alternative among the other alternatives in accordance with CEQA Guidelines Section 15126.6(e)[2]).

9. **References and List of Preparers**

This section will provide a list of references for citations found in the body of the ADEIR. In addition, this section will also identify all federal, state, or local agencies, other organizations and private individuals consulted in preparing the ADEIR, and the persons, firm, or agency preparing the ADEIR, by contract or other authorizations (CEQA Guidelines Section 15129).

D. **Screencheck Draft EIR**

Following County internal review of the ADEIR, the Consultant will revise the document based on comments received and provide cutsheets for internal review. This work program will consist of responding to internal comments on the ADEIR requiring a mixture of substantive corrections and editing, but no new technical studies or site-specific data are expected to be needed.

E. **Public Review Draft EIR**

The Consultant will prepare the DEIR for public review and comment. Any input received during internal review of the cutsheets constituting the screencheck DEIR will be incorporated. Revisions based on the screencheck review are expected to be
limited to editorial and formatting changes, if any. The County will be responsible for
distributing the Draft EIR to the State Clearinghouse and to other public agencies and
interested parties.

F. Administrative Final EIR

The Consultant will prepare responses to all comments received from agencies and
members of the public on the Draft EIR. This work program assumes that comments
will not result in any substantive revisions to technical studies completed under this
scope of work or lead to the need for new studies.

The Consultant will prepare an Administrative Final EIR (AFEIR). The introduction to
the AFEIR will explain how the County has complied with all CEQA Statutes and
Guidelines throughout all portions of the CEQA process. It will also provide an index of
all changes made to the Draft EIR in response to comments received. The comments
and responses will comprise the second section of the AFEIR, where each comment
letter will be reproduced and specific responses to each comment will be provided. The
third section of the AFEIR will present those pages of the Draft EIR on which changes
were made in response to the comments.

G. Screencheck Final EIR

After internal review of the AFEIR, the Consultant will revise the document and provide
the Screencheck Final EIR for internal review. Any additional comments from County
staff will be incorporated into the FEIR. Cutsheets will be provided for review of the
changes made.

H. Final EIR

Following internal review and approval of the cutsheets, the Consultant will produce a
Final EIR for consideration by the County decision makers. The Final EIR will include
reprinting of only those pages from the Draft EIR on which changes were made, with
the changes marked with underlining and strikethrough, as appropriate.

I. Mitigation Monitoring and Reporting Program

The Consultant will prepare a draft Mitigation Monitoring and Reporting Program
(MMRP) for concurrent review with the AFEIR. The MMRP will be prepared pursuant
to CEQA Section 21081.6 of the Public Resources Code. Where feasible, mitigation
will focus on existing or proposed County policies and codes, and the MMRP will
summarize these for monitoring purposes.

J. Statement of Overriding Considerations and Findings

The Consultant will provide administrative assistance to facilitate the CEQA process
including the preparation of the Statement of Overriding Considerations and Findings
for County use in the CEQA review process. It is likely that impacts related to
Transportation/Traffic will result in significant and unavoidable impacts (particularly as
related to Highway 1). If a Statement of Overriding Considerations and Findings has
been adopted for these impacts by the County or another agency, the previously
issued statement will be adopted. The Consultant will prepare the Findings in
accordance with the provisions of CEQA Guidelines Sections 15091 and 15093 and in
a form specified by the County. The Consultant will submit the Draft Findings for
County review and will respond to one set of County Staff comments.

K. Meetings and Hearings

At least 14 meetings/hearings (one kick-off meeting, one scoping meeting, a minimum
of three in-progress meetings, two Planning Commission hearings, two (2) Board of
Supervisor hearings, and five (5) community meetings during the public comment period) will be required. The Consultant will provide a PowerPoint presentation for the community meetings, Planning Commission hearings, and Board of Supervisors hearings. The Consultant shall be prepared to respond to questions, make presentations and/or participate in an advisory capacity during these meetings/hearings. The Consultant will prepare detailed notes of all comments received on the EIR at these hearings. The number of meetings may be adjusted; the Consultant shall provide a schedule of charges for additional meetings. In the case of a legal challenge to the EIR, the Consultant may be requested to provide support as necessary, and as provided in a separate scope or amendment to the Consultant contract.

L. Online Format

In addition to the required number of hard copies of the document, The Consultant will provide an electronic, internet-ready version of all final documents including the Draft and Final EIR, and the MMRP for posting. The specifications for fulfilling this requirement are as follows.

- Text will be provided in PDF format using Adobe Acrobat X or higher. Any chapters or sections will be separated into individual PDF files.
- A Table of Contents will be provided in PDF format, which includes relative links (not absolute links) to each section and figures in the document.
- The electronic, internet-ready versions of the DEIR and FEIR will be provided on a CD ROM in “ready to post” format.

M. Reproduction and Deliverables

The format for all text documents, tables, charts, and illustrations shall be 8-1/2” x 11” in portrait format. If oversize inclusions are necessary, they will be 11”x17”. Background information and large datasets and tables will appear as appendices. Document covers for all related documents shall be coordinated so they appear as a “set.” All efforts shall be made to reduce the size of the EIR analysis to no more than 350 pages. As much of the technical information as possible shall be placed in the appendices. Duplication of information in multiple locations of the EIR shall be avoided as much as possible. All hard copy administrative drafts, drafts, and final documents shall be two-sided, black ink, on white or light recycled stock paper. Consideration shall be given to inexpensive reproduction.

The following hardcopies and CD ROMs will be required:

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<tr>
<th>Deliverables</th>
<th>Hardcopies</th>
<th>CD ROM</th>
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<tbody>
<tr>
<td>Notice of Preparation</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Draft EIR</td>
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<td>Screencheck Draft EIR</td>
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<tr>
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<td>1</td>
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<tr>
<td>Screencheck Final EIR</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Final EIR</td>
<td>20</td>
<td>20</td>
</tr>
</tbody>
</table>
3.4 Project Cost Estimate and Schedule

The Respondent’s proposal shall contain the tasks required to complete the EIR with a completion target date for each milestone (i.e., Project Description, ADEIR, Screencheck DEIR, DEIR, AFEIR, Screencheck FEIR, and Final EIR). Examples of key tasks are data collection, completion of the Draft EIR, responses to comments, attendance at public hearings. The proposal shall include a table that specifies the following for each task: assigned personnel, number of hours to be spent, rate/hour, and total cost.

The Consultant will also provide a project schedule outlining specific tasks, meetings, hearings and project milestones. See Section 5.

3.5 Additional Information

Documents cited in this RFP are available at the links provided below. Contact Phil Santaluce (see Section 2.9) if there are any questions accessing the documents.

A. Santa Cruz County General Plan: 

B. Santa Cruz County Code: https://www.codepublishing.com/CA/SantaCruzCounty/

C. SSCC and background/technical documents:
   http://www.sustainablesantacruzcounty.org/sustainablesantacruzcounty/Documents/ProjectDocuments.aspx

D. Pleasure Point Commercial Corridor Vision and Guiding Design Principles:
   http://www.sccoplanning.com/Portals/2/County/Planning/SC_PleasurePoint_Attachment3-VisionandGuidingPrinciples.pdf

E. Portola Drive Streetscape Concepts:
   http://www.sccoplanning.com/Portals/2/County/Planning/SC_PleasurePoint_Attachment4=PortolaDriveStreetscapeConcepts.pdf

F. 2018/2019 Proposed Capital Improvement Program Santa Cruz County:
   http://www.dpw.co.santacruz.ca.us/Portals/19/pdfs/CIP/CIPProposedsmaller.pdf


H. Santa Cruz County 2040 Regional Transportation Plan: https://sccrtc.org/funding-planning/long-range-plans/rtp/

I. Highway 1 Corridor Investment Program and Environmental Documents:
   https://sccrtc.org/projects/streets-highways/hwy1corridor/

J. Highway 9 – San Lorenzo Valley Corridor Transportation Plan:

K. Unified Corridor Investment Study: https://sccrtc.org/projects/multi-modal/unified-corridor-study/

L. Highway 17 Access Management Plan:
   http://www.dot.ca.gov/dist05/projects/sr17_access_mgmt/index.htm
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, 2020 with three 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 Acknowledgment
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 F – Insurance Requirements.

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 (A) through (D) inclusive, in all subcontractor contracts providing services under Contract.
SECTION 5. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions herein.

Respondent shall include with the submittal:

1. Letter of transmittal, including name of primary firm and any sub consulting firms.
2. Project understanding and approach to needs described in the RFP.
3. Services offered with complete description.
4. Cost estimate for the proposed services (proposal must include spreadsheet showing staff level, hours, hourly wages, subtotals by task, other direct costs, and total cost).
5. Proposed schedule with major milestones.
6. Firm qualifications and past experience with similar projects.
7. Resumes of key team members that would be assigned to this project.
8. This form and RFP Exhibits as required in Section 2.2.

Compliance
Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal? Yes _____________ No _____________

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

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

Executed in ______________________, California, on ______________________, 2019

SIGNATURE __________________________________ TITLE ____________________________

PRINTED NAME OF PERSON WHOSE 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

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

1. AGENCY/COMPANY NAME: ________________________________
   ADDRESS: ________________________________________________
   ________________________________________________
   CONTACT PERSON: _______________________________________
   TELEPHONE NUMBER: ________________________________

2. AGENCY/COMPANY NAME: ________________________________
   ADDRESS: ________________________________________________
   ________________________________________________
   CONTACT PERSON: _______________________________________
   TELEPHONE NUMBER: ________________________________

3. AGENCY/COMPANY NAME: ________________________________
   ADDRESS: ________________________________________________
   ________________________________________________
   CONTACT PERSON: _______________________________________
   TELEPHONE NUMBER: ________________________________

4. AGENCY/COMPANY NAME: ________________________________
   ADDRESS: ________________________________________________
   ________________________________________________
   CONTACT PERSON: _______________________________________
   TELEPHONE NUMBER: ________________________________
Exhibit C  
Designation of Subcontractors

Respondent shall complete the form below for each Subcontractor. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. **If there are no subcontractors, please state “NONE.”**

<table>
<thead>
<tr>
<th>SUBCONTRACTORS</th>
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<tbody>
<tr>
<td>NAME</td>
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<td>WORK</td>
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**SIGNATURE BLOCK**

Respondent Signature: ______________________________ Date: ______________

Respondent's Name & Title (Print): ________________________________
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 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 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 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 $100,000), then the General Services Director’s decision shall be final.

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

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

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

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

5. **Content of Protest and Appeal; Stay of Award**
   Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:
   
   - A determination or interpretation is not in accord with the purpose of these procedures or County Code;
   - There was an error or abuse of discretion;
   - The record includes inaccurate information; or
   - A decision is not supported by the record.

   In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.
6. **Protest and Appeal Procedure**  
   (a) **Hearing Date.** A hearing before the Board shall be scheduled within thirty days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.  
   (b) **Notice and Public Hearing.** The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten days before the scheduled hearing date.  
   (c) **Hearing.** At the hearing, the Board shall review the record of the process or decision and hear oral explanations from the protestor and any other interested party.  
   (d) **Decision and Notice.** After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five working days after the date of the decision, and to any other party requesting such notice.  
   (e) **A decision by the Board shall become final on the date the decision is announced to the public.**

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

__________________________________  
Signature

__________________________________  
Print Name

__________________________________  
Date
Exhibit 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:
   __________________________________________________________________
   __________________________________________________________________
   __________________________________________________________________

5) Does this business have more than one (1) physical location in California?
   Yes____ No____
   If yes, please specify the physical location considered the point-of-sale for sales tax purposes:
   __________________________________________________________________
   __________________________________________________________________
   __________________________________________________________________

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

7) In the most recent tax year, was this business required to pay any or all of the
   following:
   Income taxes? Yes____ No____
   Payroll taxes? Yes____ No____
   Sales tax? Yes____ No____
   Property taxes for property located in Santa Cruz County? Yes____ No____

8) Is the local business delinquent in the payment of any taxes, charges or
   assessments owed to Santa Cruz County or to an incorporated city within Santa Cruz
   County? Yes____ No____

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

Authorized Signature: __________________________________________ Date: _____________
Printed Name & Title: __________________________________________ Phone: _____________

(GSD350)