



# COUNTY OF SANTA CRUZ

General Services Department  
Purchasing Division

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073  
(831) 454-2210 FAX: (831) 454-2710 TDD: 711

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## Request for Proposal (RFP) #23P3-003

FOR

### *Next Gen Radio System*

**Mandatory** Pre-Proposal  
Conference

9 AM, Pacific time, April 2, 2024  
495 Upper Park Road, Santa Cruz, California

**Mandatory** Site Surveys

April 2 through April 4, 2024 (Per Attachment E)

Question Deadline

5:00 PM; Pacific Time, April 16, 2024  
Submit questions by email to  
Shauna.Soldate@santacruzcounty.us

**Submittal Deadline**

**5:00 PM, Pacific Time, June 25, 2024**  
Proposal must be submitted by this Deadline.

Submittal Location

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

Contact Person

Shauna Soldate, Senior Buyer  
Email: Shauna.Soldate@santacruzcountyca.gov  
Phone (831) 454-2526  
Fax (831) 454-2710

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<b>SECTION I. INVITATION</b>
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The County of Santa Cruz invites sealed proposals for Next Gen Radio System upgrade from fully licensed, insured, bonded, certified contractors to furnish all labor, tools, equipment, and incidentals required to provide public safety radio communication system for the County of Santa Cruz.

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 2020 estimated population for the County of Santa Cruz by the U.S. Census Bureau was 270,861. The County encompasses an urban service area of 440 square miles.

**SECTION 2. INSTRUCTIONS TO RESPONDENTS**

2.1 Preparation of Proposal

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

2.2 RFP Documents

Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule

a. The following is an anticipated RFP and engagement schedule. County may change the estimated dates and process as deemed necessary.

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

Activity	Date
BOS Approval	02/27/2024
Advertise RFP - Sentinel	02/27/2024 03/05/2024
Release RFP	02/27/2024
<b>Mandatory Pre-Proposal Conference</b>	04/02/2024
<b>Mandatory Site Surveys</b>	04/02/2024 – 04/04/2024
Question Deadline	04/16/2024
Dissemination of Answers	04/26/2024
Deadline for Submittals	06/25/2024
Interviews	08/08/2024 - 08/09/2024
Tentative Award Estimated	October 2024
Contract Negotiation Estimated	December 2024
Board Approval of Contract Estimated	January 2025

b. Mandatory Pre-Proposal Conference

Respondents must attend the **Mandatory** Pre-Proposal Conference on Monday, **April 02, 2024, at 9:00 AM located at 495 Upper Park Road, Santa Cruz, California.**

During the Pre-Proposal Conference, County representatives will attempt to answer questions that can be immediately answered; however, verbal responses made at the Pre-Proposal Conference will be non-binding on County. To formalize, Respondent must submit questions in writing to County following the Pre-Proposal Conference. County will disseminate written questions and answers in the form of an addendum.

c. Mandatory Site Surveys

Mandatory Site Surveys will be conducted from April 2, 2024 thru April 4, 2024 at various locations. Review Attachment E for the full Mandatory Site Survey Schedule.

2.4 Submission of Proposal

- a. Respondent shall submit one (1) hardcopy set signed in blue ink and marked "ORIGINAL" and one (1) electronic copy (USB drive) of the completed proposal as specified herein. Proposals must be completed in ink, typewritten, or word-processed. Respondents must submit Attachment C and Attachment D listed in Section 5, in Microsoft Excel format without locking the workbook.
- b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP # 23P3-003 Next Gen Radio System**, addressed to:

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

- c. The deadline to submit proposals is **June 25, 2024, at 5:00 PM Pacific Time.**

2.5 Public Opening of Proposals

There will be no public opening for this RFP, however the RFP Bid Receipt and Opening document will be available upon written request to the Contact Person. Proposals will be available to the public for review only after the award of the contract.

2.6 Multiple Proposals

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

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **June 25, 2024, at 5:00 PM Pacific Time**. Respondent will be solely responsible for the timely delivery of his Proposal. Proposals will not be accepted after the deadline and will be returned unopened.

2.8 Point of Contact

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

2.9 On Site Inspection

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

2.10 Non-Collusion Declaration

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

2.11 References

Respondent shall submit Customer References with Proposal.

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

1. Necessary to assess a prospective Respondent's past performance;
2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or

3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.

2.12 Proposal Evaluation Criteria

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

Evaluation Criteria		Points
1.	Proposed System Design	25
2.	Project Management, Implementation, and Migration	15
3.	Financial Stability	10
4.	References	10
5.	Interviews	15
6.	Cost	15
7.	Vendor's Overall Response	10
<b>Total</b>		<b>100</b>

- B. A committee of County employees and participating agencies 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 contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.13 Cost of Service

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

2.14 Reservations

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

- A. Reject any and all proposals without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
- C. Terminate the RFP and issue a new RFP anytime thereafter;
- D. Procure any services specified in the RFP by other means;
- E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
- F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
- G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;
- H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
- I. Accept all or a portion of a Respondent's proposal;

- J. Negotiate with any or no Respondents; and
- K. Terminate failed negotiations with any Respondents without liability and negotiate with other Respondents.

2.15 Notification of Withdrawal of Proposal

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

2.16 Interpretation

Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the Respondent shall notify County in writing at once (e-mail is acceptable). County may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.17 Pre-Award Conference

If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.18 Execution of Agreement

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

2.19 Respondent Responsibility and Performance

- A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
- B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
- C. Failure to comply with the RFP requirements provided herein could result in disqualification.
- D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.
- E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
- F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 Respondent Qualifications

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

- A. Experience: Please refer to Attachment B, Section 3 – Experience.
- B. References: Please refer to Attachment B, Section 3 – Experience.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the



County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.

- D. Other Information: Respondent may also provide any other information deemed appropriate.

2.21 Addenda

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

2.22 Proprietary Information

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

2.23 Protests and Appeals Procedures

Refer to Exhibit C – Protest and Appeals Procedures.

<b>SECTION 3. STATEMENT OF WORK, SPECIFICATIONS</b>
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3.1 Scope

It is the intent of the County to award all services specified herein to a single contractor. Individual costs and billings by County Departments and partner agencies are required, since various entities are involved in accessing services and payments will be made from a number of individual accounts.

The County maintains the right, as it may deem necessary, to add or delete services to this contract, by 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 in the accepted proposal.

3.2 Definitions

For the purposes of this RFP, the following definitions apply:

- Responder, Respondent, Proposer, or Vendor means any person or entity submitting a Proposal.
- Contractor means the person(s) or entity(ies) who/that enters into a Contract to provide Next Gen Radio System.

3.3 General Requirements

Please refer to the Attachments A-D.

**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 negotiate a three (3) year term after the Contractor selection.

4.3 Amendment

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

4.4 Termination

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

4.5 Assignment

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

4.6 Licenses, Permits and Certifications

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

4.7 Compliance with Laws

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

4.8 Acknowledgement

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

4.9 Inclusion of Documents

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

4.10 Presentation of Claims

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

4.11 Off-Shore Outsourcing of Services

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

4.12 Force Majeure

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

4.13 Severability

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

4.14 Controlling Law

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

4.15 Indemnity and Insurance Requirements

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

4.16 Default

- a. In addition to its remedies under paragraph 10.4, 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 10.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

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

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

b. Principal Test:

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

c. Secondary Factors:

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

4.18 Equal Employment Opportunity

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

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

4.19 Retention and Audit of Records

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

4.20 Data Security and Privacy – Protected Information

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

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

4.21 Performance and Payment Bonds

Upon contractual agreement, the selected Vendor shall provide a Performance Bond and Payment Bond in an amount no less than the value of the contract.

**SECTION 5. OFFICIAL RFP FORM**

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz request for proposal #23P3-003. Complete the following requirements in your response:

1. Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
<b>Primary Contact</b>	
Name:	
Title:	
Phone:	
Email Address:	

**Respondent shall include with Proposal:**

- Section 5: Official Proposal Form
- Completed Exhibits A-C
- Response per Attachment A - Santa Cruz RFP Proposal Requirement
- Completed Attachment C: Santa Cruz Pricing Response Workbook (in unlocked Microsoft Excel format)
- Completed Attachment D: Santa Cruz Compliance Matrix (in unlocked Microsoft Excel format)

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.

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

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

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

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 \_\_\_\_\_, 2024

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_



**SECTION 6. EXHIBITS**

**Exhibit A**

**RESPONDENT FACT SHEET**

Name of Contractor: \_\_\_\_\_

Contractor Tax ID#: \_\_\_\_\_

Contractor operates and business is classified as:

Sole Proprietor     Partnership     Corporation  
 Government     Fiduciary     Other

Is Contractor:

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

If yes, name of agency: \_\_\_\_\_

Name of certifying officer: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

% Disabled                       % Women                       % Black  
 % Hispanic                       % Asian American                       % Native American

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

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

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

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

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

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

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

### Standard Definitions

Standard definitions for minority/women/disabled business enterprise for the purposes of Santa Cruz County Contract Compliance Procedures shall be as follows:

1. A **Minority Business Enterprise (MBE)** is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
  - A. At least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
  - B. Its management and daily business operations are controlled by one or more such individuals.
  
2. A **Women Business Enterprise (WBE)** is a small business, owned and controlled by one or more women. Owned and controlled means that:
  - A. At least 51 percent of the small business concern is owned by one or more women; and
  - B. Its management and daily business operations are controlled by one or more women who own it.
  
3. A **Disabled Owned Business Enterprise (DOBE)** is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
  - A. At least 51 percent of the small business concern is owned by one or more disabled persons; and
  - B. Its management and daily business operations are controlled by one or more disabled persons who own it.

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

Exhibit B  
**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 C  
PROTESTS AND APPEALS PROCEDURES

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

Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after Respondents have been notified of the County Board of Supervisors approval of an award.

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

Following consultation with County Counsel, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to \$100,000), then the General Services Director's decision shall be final.

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

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

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

Protests and appeals to the Board of Supervisors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

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

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

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

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

**6. Protest and Appeal Procedure**

- (a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.
- (c) Hearing. At the hearing, the Board shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.
- (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.
- (e) A decision by the Board shall become final on the date the decision is announced to the public.

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Signature

---

Print Name

---

Date

Exhibit D

INDEMNITY AND INSURANCE REQUIREMENTS & CERTIFICATES

Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for COUNTY, to the fullest extent permitted by applicable law, Respondent shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of this paragraph and insurance obligations shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- i. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the RESPONDENT'S performance under the terms of this Permit, 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 RESPONDENT and third persons.
- ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to RESPONDENT and RESPONDENT'S officers, employees and agents engaged in the performance of this Permit (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance

RESPONDENT, at its sole cost and expense, for the full term of this Permit (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of RESPONDENT'S insurance coverage and shall not contribute to it. If RESPONDENT normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Permit, that greater amount shall become the minimum required amount of insurance for purposes of this Permit. Therefore, RESPONDENT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Permit. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If RESPONDENT utilizes one or more subcontractors in the performance of this Permit, RESPONDENT shall obtain and maintain RESPONDENT's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of RESPONDENT in this Permit, unless RESPONDENT and COUNTY unless modified or waived by COUNTY.

1. Types of Insurance and Minimum Limits

- a. Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Respondent has no employees and certifies to that fact.
- b. Automobile Liability Insurance for each of Respondent's vehicles used in the performance of Permit, including owned, non-owned (e.g. owned by Respondent's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the Respondent does not drive a vehicle in conjunction with any part of the performance of Permit and Respondent and County both certify to that fact.

- c. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
  - d. Professional Liability Insurance in the minimum limit of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate.
  - e. Contractor shall carry cyber liability insurance with a minimum coverage amount of \$5,000,000 per occurrence.
2. Other Insurance Provisions
- a. As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by County.
  - b. If any insurance coverage required in Permit is provided on a "Claims Made" rather than "Occurrence" form, Respondent agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of Permit (hereinafter "post Permit coverage") and any extensions thereof. Respondent may maintain the required post Permit coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Permit coverage being both available and reasonably affordable in relation to the coverage provided during the term of Permit. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Permit in order to purchase prior acts or tail coverage for post Permit coverage shall be deemed to be reasonable.
  - c. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of Respondent, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.
  - d. All required policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to the permitting department. Should Respondent fail to obtain such an endorsement to any policy required hereunder, Respondent shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the County as a material term of Permit
  - e. Respondent agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of Permit with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the permitting department.
  - f. Respondent hereby grants to County a waiver of any right of subrogation which any insurer of said Respondent may acquire against the County by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Exhibit E  
Sample Agreement- **DO NOT COMPLETE- FOR REVIEW ONLY**  
Contract No. \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**  
**(PREVAILING WAGE NO-BID)**

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and (enter contractor name), hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: (enter scope of work) for the County of Santa Cruz (enter department name) Department (hereinafter “the project”).

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$(enter amount of contract), processed for payment in full after project completion, receipt of invoice, and approval of project manager [OR] after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month.

If this Contract is for the creation, construction, alteration, repair or improvement of any public structure, building, road or other improvement of any kind and the total compensation payable under this Contract will exceed \$5000, five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.

3. **TERM.** The term of this Contract shall be: (first date of contract) through (last date of contract). If this Contract is placed on the County’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **EARLY TERMINATION.** COUNTY may terminate this Contract at any time by giving thirty (30) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract for cause, after providing COUNTY thirty (30) days’ written notice and opportunity to cure, specifying in detail the cause for termination.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**  
To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it 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.

B. 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).

COUNTY shall provide timely notice to CONTRACTOR of third party claims relating to this Contract, as required by applicable law.

**6. INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here: \_\_\_\_ / \_\_\_\_.

**A. Types of Insurance and Minimum Limits**

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here: \_\_\_\_\_.

(2) Automobile Liability Insurance for each of 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, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_ / \_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum limit of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate.

(5) Cyber liability insurance with a minimum coverage amount of \$5,000,000 per occurrence.

**B. Other Insurance Provisions**

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the

required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

**Santa Cruz County**  
**[Enter Department Name]**  
**Attn: [Enter Department Contact]**  
**701 Ocean Street, [Enter Room number]**  
**Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County**  
**[Enter Department Name]**  
**Attn: [Enter Department Contact]**  
**701 Ocean Street, [Enter Room number]**  
**Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

**7. EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this 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) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this 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.

**8. INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

**PRINCIPAL TEST:** The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

**SECONDARY FACTORS:** (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than

the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

**9. NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

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

**11. RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this 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 Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

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

**13. ATTACHMENTS.** Should a conflict arise between language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

- Response to Attachment B Functional Specifications
- Attachment B Functional Specifications
- Response to Attachment C Santa Cruz Pricing Response Workbook
- Payment Arrangements (to be negotiated with the selected vendor)
- Exhibit F Federal Terms and Conditions
- Exhibit G Applicability
- Exhibit D Insurance Requirements
- Performance Bond and Payment Bond
- Acceptance Certificate

**14. PREVAILING WAGE.** This agreement is covered under Prevailing Wage provisions if this section is initialed by COUNTY \_\_\_\_\_.

This agreement is subject to the Prevailing Wage provisions and provisions relating to certified payroll records and apprenticeship of the Labor Code of California and Department of Industrial Relations regulations. There shall be paid to each worker of the CONTRACTOR, or any of his subcontractors engaged in work on the project, not less than the prevailing wage rate regardless of any contractual relationship that may be alleged to exist between the Contractor or subcontractor of such worker. Holiday and overtime work, when permitted by law, shall be paid at a rate of at least one and one-half (1 ½) times the above specified rate of per diem wages, unless otherwise specified. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold COUNTY harmless against any claims, or demands, or liability arising from failure to comply with all applicable requirements under the Prevailing Wage and related requirements.

**15. LICENSE, REGISTRATION, AND CSLB NOTICE.** CONTRACTOR shall maintain all required licenses throughout the term of this Contract. CONTRACTOR shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. **NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**16. NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$35,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

**17. MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any part of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the

contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

///  
///  
///

SIGNATURE PAGE

Contract No. \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT  
(PREVAILING WAGE NO-BID)**

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. **(ENTER CONTRACTOR NAME)**

4. **COUNTY OF SANTA CRUZ**

By: \_\_\_\_\_  
SIGNED

By: \_\_\_\_\_  
SIGNED

\_\_\_\_\_  
PRINTED

\_\_\_\_\_  
PRINTED

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

3. **APPROVED AS TO INSURANCE:**

1. **APPROVED AS TO FORM:**

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Office of the County Counsel

DISTRIBUTION:

- [Enter Initiating Department Name]
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

Exhibit F  
Federal Terms and Conditions

FEDERAL TERMS AND CONDITIONS

If this Project is being assisted by the United States of America. The following Federal provisions must be included into the contract pursuant to the provisions applicable to such Federal assistance. During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

**A. Equal Opportunity**

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Lompoc setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.



12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**B. Copeland “Anti-Kickback” Act (18 U.S.C. 874)**

Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**C. Compliance with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330)**

General Services will comply with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

**D. Requirements and Regulations pertaining to Data and Design**

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

**E. Requirements and Regulations Pertaining to Reporting**

The City of Lompoc, and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

**F. Compliance with Clean Air Act and Clean Water Act.**

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15).

**G. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

General Services shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871).

Exhibit G  
Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I (b)( 2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5. 5(a)(1 )(iv); also, regular contributions made, or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5. 5( a)( 4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5. 5 (a)(1 )(ii ) and the Davis-Bacon poster (WH- 1321 ) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. USA shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and USA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by USA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise USA or its designee or will notify USA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and USA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), USA or its designee shall refer the questions, including the views of all interested parties and the recommendation of USA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise USA or its designee or will notify USA or its designee within the 30- day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215 - 0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

**2. Withholding.** USA or its designee shall upon is own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis- Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, USA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. USA or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5. 5 ( a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I (b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215 -0140 and 1215- 0017.)

(ii) ( a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to USA or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to USA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5. 5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form W H-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to USA or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to USA or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to USA or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215 -0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5. 5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5. 5( a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of USA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, USA or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency ( where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as

a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5. 16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant, to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as USA or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination;** debarment. A breach of the contract clauses in 29 CFR 5. 5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5. 12.

**8. Compliance with Davis-Bacon and Related Act Requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and USA or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5. 12 (a)(1 ).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5. 12(a)(1).

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U. S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.**

USA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



Attachment A  
Santa Cruz RFP Proposal Requirements

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open the document.**



**Attachment A  
Request for Proposal (RFP)  
#23P3-003  
Proposal Requirements**

Prepared by:



Federal Engineering, Inc.  
10560 Arrowhead Dr  
Fairfax, VA 22030  
703-359-8200

Attachment B  
Functional Specifications

**Click here to  
open the document.**



**Attachment B  
Request for Proposals (RFP)  
RFP #23P3-003  
Functional Specifications**

Prepared by:



Federal Engineering, Inc.  
10560 Arrowhead Dr  
Fairfax, VA 22030  
703-359-8200

Attachment C  
Santa Cruz Pricing Response Workbook

[Click here to read the Cost Proposal Instructions \(Attachment C.2\)](#)

PROPOSER NAME:	
<b>TABLE 1 - TOTAL PRICE SUMMARY</b>	
<b>TABLE 1 – SYSTEM PRICE SUMMARY</b>	
<b>County System Equipment (Table 2)</b>	<b>Discounted Price</b>
System Control Equipment, Software and Licensing	
Simulcast Control Equipment, Software, and Licensing	
P25 VHF Radio System (RF Site) Equipment, Software and Licensing	
VHF Antenna Systems and Subsystem Equipment	
County Backhaul and Networking Equipment, Software, and Licensing	
County Dispatch System Equipment, Software, and Licensing	
Fire Station Alerting Equipment, Software and Licensing	
Interface to/Upgrade existing County Logging Recorder Equipment, Software and Licensing	
Network Management System, Software and Licensing	
Other Miscellaneous Equipment, Software and Licensing	
Spare and Test Equipment	
<b>TOTAL COUNTY EQUIPMENT PRICE</b>	
<b>County System Services (Table 3)</b>	<b>Discounted Price</b>
Project Management	
Engineering Services	
Site Development Services	
Migration Services	
System Training	
Other - specify	
<b>TOTAL COUNTY SERVICES PRICE</b>	
<b>UCSC System Equipment (Table 2)</b>	<b>Discounted Price</b>
System Control Equipment, Software and Licensing	
Simulcast Control Equipment, Software, and Licensing	
P25 800 MHZ County Radio System (RF Site) Equipment, Software and Licensing	
800 MHz Antenna Systems and Subsystem Equipment	
UCSC Backhaul and Networking Equipment, Software, and Licensing	
UCSC Dispatch System Equipment, Software, and Licensing	
UCSC Logging Recorder Equipment, Software and Licensing	
Network Management System, Software and Licensing	
Other Miscellaneous Equipment, Software and Licensing	
Spare and Test Equipment	
<b>TOTAL COUNTY EQUIPMENT PRICE</b>	
<b>UCSC System Services (Table 3)</b>	<b>Discounted Price</b>
Project Management	
Engineering Services	
Site Development Services	
Migration Services	
System Training	
Other - specify	
<b>TOTAL COUNTY SERVICES PRICE</b>	
<b>SYSTEM PROPOSAL PRICE</b>	
Additional Discount(s)	
<b>SYSTEM DISCOUNTED PROPOSAL PRICE</b>	
<b>TOTAL DISCOUNTED PROPOSAL PRICE</b>	

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- [Appendix C.1](#)
- [Appendix C.2](#)
- [Appendix C.3](#)

Attachment D  
Santa Cruz Compliance Matrix

Attachment D - Santa Cruz P25 Compliance Matrix						
Section #	Description	Compliance Status				Clarification
		Comply	Comply with Clarification	Not Compliant	Not Applicable	
<b>Project 25 Public Safety Radio Communications System - Functional Specifications</b>						
<b>Section 1</b>	<b>Functional Specifications</b>					
1.1	Proposed System Overview					
1.2	Project Scope					
1.3	Standards and Guidelines					
1.4	Network Security Requirements					
1.5	Governing Codes and Conflicts					
<b>Section 2</b>	<b>Project 25 (P25) Trunked Radio System</b>					
2.1	P25 Requirements					
2.2	P25 System Equipment					
2.2.1	System Control Equipment					
2.2.2	Network Management System (NMS)					
2.2.2.1	Management Access					
2.2.2.2	Management Equipment					
2.2.3	Site Conditions/Proposals to be Reviewed					
2.2.4	Radio Frequency Interference Mitigation					
2.2.4.1	Repeaters/Base Stations					
2.2.4.2	RF Antennas and Subsystems					
2.2.4.3	Simulcast Equipment					
2.2.4.4	Receiver Voting Equipment					
2.2.5	Dispatch Console System					
2.2.5.1	Primary Dispatch Console					
2.2.5.2	Secondary Dispatch Console/PSAPs Requirements					
2.2.5.3	Dispatch Console Backup Solution					
2.2.5.4	General Requirements					
2.2.5.5	Generator Equipment Requirements					
2.2.5.6	Emergency Alarm Requirements					
2.2.5.7	Configuration Requirements					
2.2.5.8	Headset Requirements					
2.2.6	Fire Station Alerting					
2.2.7	Logging Recorder System					
2.2.7.1	General Requirements					
2.2.7.2	Storage/Capacity Requirements					
2.2.7.3	Archive Storage Requirements					
2.2.7.4	Transferrable Storage Requirements					
2.2.7.5	Retrieval Requirements					
2.2.7.6	Search Requirements					
2.2.7.7	Playback Requirements					
2.2.7.8	Instant Recall Requirements					
2.2.8	Interoperability Gateways					
2.2.9	OPTIONAL Inter RF Subsystem Interface					
2.2.10	OPTIONAL Unit Location Services					
2.2.11	OPTIONAL Smartphone/Broadband Device Integration					
2.3	Radio Coverage					
2.3.1	System Coverage Requirements					
2.3.2	Coverage Maps					
2.3.3	Site Selection					
2.3.4	Link Budget					
2.4	Capacity					
<b>Section 3</b>	<b>Backhaul Network</b>					
3.1	Existing Backhaul Network					
3.2	General Microwave Requirements					
3.3	System Performance Requirements					
3.4	Microwave Backhaul Equipment					
3.4.1	Microwave Radios					
3.4.2	Split-Mount Radios					
3.4.3	OPTIONAL All-Indoor Radios					
3.4.4	Microwave Indoor Units					
3.4.5	Microwave Radio Antennas					
<b>Section 4</b>	<b>OPTIONAL PAGING DEVICES</b>					
<b>Section 5</b>	<b>OPTIONAL Field/Subscriber Radio Equipment</b>					
5.1	All Subscriber General Requirements					
5.2	Portable Subscriber Radios - General Requirements					
5.2.1	Portable Subscriber Radio - Law Enforcement Model					
5.2.2	Portable Subscriber Radio - Fire Service Model					
5.2.3	Portable Subscriber Radio - Public Service Model					
5.2.4	Portable Subscriber Radio Programming Capabilities					
5.2.5	Portable Subscriber Radio - Environmental Requirements (all models)					
5.2.6	Portable Subscriber Radio Batteries					
5.2.7	Portable Subscriber Radio - Basic Accessory Package					

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Attachment E  
Mandatory Site Survey Schedule

Time	Day 1 April 2, 2024	Day 2 April 3, 2024	Day 3 April 4, 2024
9:00 to 10:30 AM	RFP Conference Room 495 Upper Park Road, Santa Cruz, CA 95060	Davenport (37.01877, -122.19682)	Mt. Toro (36.53817, -121.62948)
11:00 AM to 12:00 PM	NETCOM Dispatch Visit 495 Upper Park Road, Santa Cruz, CA	Goat Farm (36.98608, -122.14537)	
12:00 PM to 1:00 PM	Lunch	Lunch	Lunch
1:00 PM to 4:00 PM	County Government Center 701 Ocean St. Santa Cruz and Animal Services & Bielawski (37.22278, -122.09375}	Delaware (36.95642, -122.05899)	New Mount Madonna (37.00902, -121.70461)

Note1: The County staff will coordinate and lead the surveys. Proposer should limit the site survey members to 3.

Note 2: Meals will not be provided. Participants are expected to break for lunch and reconvene in the afternoon to conclude the site survey.