



COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

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COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Qualifications (RFQ) #23Q3-002

FOR

CUPCCAA Qualified Contractor List

Question Deadline	5:00 PM; Pacific Time, January 19, 2024 Submit questions by email to Contact Person
Submittal Deadline	5:00 PM, Pacific Time, February 02, 2024 Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 rd floor, Room 330 Santa Cruz, CA 95060
Contact Person	Shauna Soldate, Senior Buyer Email: Shauna.Soldate@santacruzcountyca.gov Phone (831) 454-2526 Fax (831) 454-2710

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SECTION I - INVITATION

The County of Santa Cruz is seeking qualified, licensed, and experienced contractors to provide qualifications to work on small construction/public projects under \$200,000 as specified in the California Uniform Public Construction Cost Accounting Act (CUPCCAA) under section 22034 of the Public Contract Code. Vendors who qualify within the parameters set in the scope may, at the County's discretion, be added to a qualified vendor list to be used to select vendors for small projects as appropriate with a threshold up to \$60,000 with no possibility to exceed by negotiated contract using the CUPCCAA Qualified Contractors List.

The resulting CUPCCAA Qualified Contractors List may be used in addition to Builder's Exchanges, County website postings, and other direct outreach methods as appropriate to send out notices to contractors for work that falls under the informal construction procurement requirements for jobs from \$60,001 to \$200,000 with no possibility to exceed.

Trades to be included in this RFQ:

- General Construction
- HVAC/Mechanical
- Plumbing
- Electrical
- Locksmithing

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 RFQ Response

Respondents shall submit the completed Request for Qualifications (RFQ) response with required exhibits, attachments and explanatory materials, as applicable, as specified herein. No oral, telegraph, telephone, facsimile or electronic responses will be accepted. Response must be completed in ink, typewritten, or word-processed as specified herein.

2.2 RFQ Documents

Refer to Section 4- Official RFQ Form

2.3 RFQ Process Schedule

The anticipated RFQ Process Schedule follows. The County may change these dates and/or the RFQ process if deemed necessary.

Activity	Date
Release RFQ	01/05/2024
Advertise RFQ	01/06/2024 01/13/2024
Deadline to submit questions	01/19/2024
Dissemination of questions and answers	01/30/2024
Deadline to submit RFQ responses	02/02/2024
Contractor notification of qualified vendors and creation of 1 year Qualified Contractor List	February 2024

2.4 Submission of RFQ Response

A. Submit one (1) original hardcopy and (1) electronic copy (USB drive) of the completed RFQ response as specified herein.

B. RFQ Responses shall be delivered in a sealed envelope or box clearly marked as **RFQ #23Q3-002** by **February 02, 2024, at 5:00 p.m., PST** addressed to:

County of Santa Cruz GSD - Purchasing Division
Attn: Shauna Soldate
701 Ocean St., Room 330
Santa Cruz, CA 95060

2.5 Team Presentations

The evaluation team may determine presentations are necessary to fully assess Respondents' qualifications. Respondents shall be required to participate in these presentations to qualify for consideration.

2.6 Late Responses

Respondents shall be responsible for the timely delivery of their RFQ responses. Responses received after **February 02, 2024 at 5:00 p.m., PST** will be returned unopened.

2.7 Point of Contact

All questions regarding this RFQ 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.

2.8 References

- A. Respondent shall complete and submit Exhibit B – Customer References.
- B. County reserves the right to check any or all references:
 - 1. Necessary to assess a Respondent’s performance; and
 - 2. Explicitly specified in the RFQ response or that result from communication with Respondent’s references or other entities involved with similar or other projects, including other industry sources and users of similar services known to County.
- C. County expects contact information to be current and contacts to be reachable. Verify that contact information for references is current.

2.9 RFQ Evaluation Criteria

- A. An evaluation team comprised of County staff will evaluate the RFQ responses based on the following criteria:

Evaluation Criteria		Points
1.	Current Licenses in applicable areas of contracting.	Pass/Fail
2.	Current DIR Registration.	Pass/Fail
3.	Experience Proven experience to provide quality services as described in Section 3.	40
4.	Expertise Expertise in selected contractor category as supported by submittal.	35
5.	References Quality of references from previous clients for similar work, including successful completion of work within a reasonable schedule and client satisfaction.	10
6.	Overall submittal quality	10
7.	Locally Operated Vendor A vendor that has a physical location within the County of Santa Cruz.	5
Total		100

Any qualification submittal that fails in one of the pass/fail categories or scores less than 70 points will be automatically disqualified from being added to the CUPCCAA Qualified Contractor List for the current qualifications cycle.

2.10 Reservations

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

- A. Reject any or all responses from vendors that could in any way restrict or give preference to, or which could be perceived to restrict or give preference to the bidding of any other vendors;
- B. Reject any or all responses without indicating any reasons for such rejection;
- C. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFQ or any RFQ procedure or any subsequent negotiation process;
- D. Terminate this RFQ and issue a new RFQ or Request for Information anytime thereafter;
- E. Extend any or all deadlines specified in the RFQ by issuance of an addendum at any time prior to the deadline to submit RFQ responses;
- F. Disqualify, at the sole discretion of the County, any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFQ response or by other data or means available to the County;
- G. Reject the response of any Respondent that is in breach of or in default under any other agreement with the County;
- H. Reject any Respondent deemed by the County to be non-responsive, unreliable, or unqualified or who submits false information.

2.11 Notification of Withdrawals of RFQ Responses

Respondents or authorized representatives may, by formal written notice to the Buyer (email is acceptable), modify or withdraw responses prior to the deadline to submit RFQ responses. All responses not withdrawn prior to this deadline will become the property of County.

2.12 Interpretation

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

2.13 Compliance

- A. It is the responsibility of Respondent to read ALL sections of this RFQ prior to submitting a response.
- B. Failure to comply with the RFQ requirements provided herein could result in disqualification.

2.14 Qualifications

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

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

2.15 Addenda

- A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or his designee.
- B. Addenda will be posted on Purchasing's website. If/when necessary, the Buyer will email written addenda to all known Respondents of record.
- C. Respondents shall be responsible for ensuring that their responses reflect any and all addenda issued by the Buyer or his designee prior to the deadline to submit RFQ responses regardless of when the responses are submitted.
- D. All addenda issued shall be incorporated into the contract awarded as a result of this RFQ.

2.16 Proprietary Information

Responses 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 separate sealed envelope and only

reference it within the body of the response. Respondent should not include in the response any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements.

2.17 Cost Liability

Respondent is solely responsible for all costs incurred in the preparation and submission of an RFQ response.

2.18 Local Vendor Preference

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

SECTION 3 - SCOPE OF WORK

3.1 General Requirements

The County is seeking a variety of contractors to provide construction services compliant with current CUPCAA requirements. The County currently owns and operates over 50 facilities with over a million square feet of space.

To qualify, a vendor must:

- be cleared to work in the Santa Cruz County Correctional Facilities. This may include a formal background check, DOJ clearance, CLETS certification, and livescan fingerprinting.
- be able to provide 24 hr. emergency support. Must respond within 2 hours.
- pay prevailing wage for projects that exceed \$1,000.00.
- have a DIR #.
- be bonded and insured up to \$1,000,000.
- be responsible for following all appropriate local and federal building codes.

Public Works Contractor Registration Number [Law SB 854]

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

3.2 Scope

A. General Construction

- Must be a licensed contractor in the State of California for at least 5 years.
- Must have experience working in government and health care facilities.
- Must be able to do wood and metal framing, sheetrock, tape and texture, paint, flooring, roof and gutter, concrete.

B. HVAC/Mechanical

- Must have knowledge and abilities to service and repair all residential and commercial grade air handling, heating, air conditioning, refrigeration, and controls systems that you would typically find in Government and HealthCare buildings.
- Must have knowledge and working understanding of EMS and DDC control systems.

C. Plumbing

- Must have knowledge and abilities to service and repair all residential and commercial grade domestic, heating and wastewater systems that you would typically find in Government and HealthCare buildings.
- Work may include servicing, repairing, or replacing boilers, pumps, natural gas systems.
- Must have ability to clear drains up to 4".

D. Electrical

- Must have knowledge and abilities to service and repair all residential and commercial grade electrical distribution and emergency power systems that you would typically find in Government and HealthCare buildings.
- Includes automated lighting, door systems, low voltage control systems, high voltage distribution systems.

E. Locksmithing

- Standard Key duplication services:
 - Master keying systems.
 - E, F, C keyways.
 - Primus side cut.
 - Padlocks and file cabinet keys, etc. There's a fair amount of variety.
- Cylinder installation, repair and replacement.
 - Most common brands used: Knoll, Shaw.
 - A variety of other cylinders are currently in use as well.
- Door installation, repair, and replacement
 - Panic door hardware install, repair, and replacement.
 - Repair of standard County doors
 - Hinge and frame issues
 - Door sweeps, kick plates, door closers, door thresholds
 - Order doors, work
 - Subcontracting and overseeing fencing and gate enclosure installation, repair, and replacement.
- County Badge Programming and System Support
 - Installation of badge access hardware.
 - Badge programming.
 - Schedules door lock hours.
 - Gateway installation and maintenance. Coordinates with County Information Services Department.
 - Provides documentation of any hardware installed across County facilities for GSD Facilities to track.
- Low Voltage Work
 - Automatic Door closer maintenance and installation.
 - Automatic gates.
 - Electronic door openers/buzzers.
 - As-needed repair, replacement, and installation of electronic lock systems
- Licenses

If a vendor does not have one of these certifications, the vendor may subcontract out with a vendor that does have the applicable license as required.

 - [C-61/D-16 Hardware Locks and Safes Contractor License \(for projects over \\$500.00\).](#)
 - [D-28 Doors, Gates and Activating Devices](#)
 - [C-28 Lock and Security Systems](#)
 - [C-7 Low voltage](#)

SECTION 4 - OFFICIAL RFQ RESPONSE FORM

The undersigned offers and affirms that the information provided herein is true and accurate, and in conformance with all requirements, conditions, and instructions of County of Santa Cruz RFQ #23Q3-002. Complete and submit this page and the following in the format specified.

REQUIRED FORMAT: Typed in Arial 11 point font on 8.5" x 11" white paper (b/w or color printing) with margins set to normal, with pages clearly and consecutively numbered, bound with staples, binder clips, 3-ring binders or comb/spiral binding. Do not use colored or oversized paper, laminated stock, plastic covers, or velo-binding.

1. Respondent/Primary Contact:

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

Contractor Submission Category

Instructions: please select all that apply and provide a qualification response for each category separately.

- General Construction
- HVAC/Mechanical
- Plumbing
- Electrical
- Locksmithing

Submission Requirements:

1. **Cover Letter:** A cover letter expressing the firm's interest in the project and highlighting relevant experience.
2. **Qualifications Statement:** A detailed statement outlining the firm's qualifications, expertise, and approach the selected Contractor Submission Category or Categories.
3. **Attachment 1: Completed Construction Projects:** provide three recent public works projects fully completed within the last three years. Please include your largest completed project and note the intended category. If requesting qualifications for multiple Submission Categories, complete one Attachment 1 for each category.
4. **Attachment 2: Contractor Questionnaire:** Complete and attach additional pages explaining your answer as appropriate.
5. **Respondent Fact Sheet:** Complete Exhibit A
6. **References:** Complete Exhibit B- Customer References. Provide contact information for at least three references from previous detention facility projects.
7. **Insurances:** Review Exhibit C for current County requirements. If added to the CUPCAA Qualified Contractor List, vendors are required to provide copies of insurances as appropriate upon award of projects.
8. **Locally Operated Vendor:** If your company has an office located within the County of Santa Cruz, please complete Exhibit D and return as part of the submittal.

RFQ Compliance

Respondent shall confirm by checking "Yes" or "No" below compliance with all RFQ specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFQ section number and paragraph number for each instance of non-compliance.

Yes _____ No _____

Application certification:

I certify that to the best of my knowledge, the elements of information provided above are accurate and true, as of this date. I am properly licensed and skilled to perform the above work and can secure bonds to perform the work. My company shall comply with city, state, and federal requirements. I certify that I am not an employee of the County of Santa Cruz and that to the best of my knowledge and belief, no relative or personal relationship exists which may be a potential conflict of interest between my organization and any employee or agent of the County of Santa Cruz.

Executed in _____ on _____
City, State Date

Signature: _____

Print Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____

License No.: _____

SECTION 5 - EXHIBITS

Exhibit A
RESPONDENT FACT SHEET
(Please reference Standard Definitions on the following page.)

Name of Contractor: _____

Contractor Tax ID#: _____

Contractor operates and business is classified as:

___ Sole Proprietor ___ Partnership ___ Corporation

___ Government ___ Fiduciary ___ Other

Is Contractor:

1. Authorized to do business in California? Yes___ No___
2. A California-registered small business? Yes___ No___
3. A disabled-owned business? Yes___ No___
4. A women-owned business? Yes___ No___
5. A minority-owned business? Yes___ No___
6. Certified as a minority business by any public agency? Yes___ No___

If yes, name of agency: _____

Name of certifying officer: _____ Phone #: _____

7. A Disadvantaged Business Enterprise (DBE) according to the definitions on page 24.
If yes, indicate composition of ownership below.

___ % Disabled ___ % Women ___ % Black

___ % Hispanic ___ % Asian American ___ % Native American

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

Contractor's annual sales volume is \$ _____

Minority/Women/Disabled-Owned Business Enterprises Definitions
(Refer to Exhibit A)

Standard definitions for Minority/Women/Disabled-Owned Business Enterprises 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. The 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. The 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. The management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under Federal and/or State oversight may have additional definitions and requirements.

EXHIBIT B
CUSTOMER REFERENCES

List and submit with this RFQ four (4) customer references for whom you have furnished similar services in size and nature.

1. Agency Name: _____
Agency Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____
Project Name: _____
Project Description: _____
Project Cost: Preliminary: _____ Final: _____
Completion Date: _____

2. Agency Name: _____
Agency Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____
Project Name: _____
Project Description: _____
Project Cost: Preliminary: _____ Final: _____
Completion Date: _____

EXHIBIT B
CUSTOMER REFERENCES
(Continued)

3. Agency Name: _____
Agency Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____
Project Name: _____
Project Description: _____
Project Cost: Preliminary: _____ Final: _____
Completion Date: _____

4. Agency Name: _____
Agency Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____
Project Name: _____
Project Description: _____
Project Cost: Preliminary: _____ Final: _____
Completion Date: _____

EXHIBIT C
INSURANCE REQUIREMENTS

Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, 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:

1. 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.
2. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and 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 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 Contractor has no employees and certifies to that fact.
 - b. Automobile Liability Insurance for each of Contractor's vehicles used in the performance of 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 Contract and Contractor and County both certify to that fact.

- c. Contractor 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 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 amount, to be determined by Contractor and County as applicable, combined single limit.

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 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 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 Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Contract in order to purchase prior acts or tail coverage for post Contract 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 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.
- 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 contracting department.
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 Contract
- e. 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 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 the contracting department.
- f. 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.

Exhibit D

LOCALLY OPERATED BUSINESS PREFERENCE AFFIDAVIT OF ELIGIBILITY

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

1) LEGAL NAME OF BUSINESS: _____

Mailing address: _____

Physical address (if different): _____

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

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

Business license #: _____ Issued by: _____

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

Reseller's permit #: _____

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

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

Yes ___ No ___

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

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

Yes ___ No ___

Address

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

Income taxes? Yes ___ No ___

Payroll taxes? Yes ___ No ___

Sales tax? Yes ___ No ___

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

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

Yes ___ No ___

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

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

Attachment 1

Completed Construction Projects

Instructions: Please complete this form for each Construction Category you wish to submit your qualifications for. Provide information on three projects completed within the last three years in the appropriate Construction Category. Selected construction projects should total \$60,000.00 or less upon completion of work.

Construction Category for all 3 Projects: _____

Project #1 Name:	
Total Project Estimate: \$	Total Completed Project Cost: \$
Project Location:	
Customer Contact Name:	
Phone:	Email:
DIR Project #	
Description of project:	

Project #2 Name:	
Total Project Estimate: \$	Total Completed Project Cost: \$
Project Location:	
Customer Contact Name:	
Phone:	Email:
DIR Project #	
Description of project:	

Project #3 Name:	
Total Project Estimate: \$	Total Completed Project Cost: \$
Project Location:	
Customer Contact Name:	
Phone:	Email:
DIR Project #	
Description of project:	

Attachment 2
Contractor Questionnaire

CA Construction License List:		
Instructions: Please list below all CA construction license numbers, classifications, and expiration dates of the CA Contractor licenses held by your company:		
<u>License Classification</u>	<u>License Number</u>	<u>Expiration Date</u>

Instructions: While completing the questions below, any that require additional explanation must be answered on a separate page following Attachment 2 in your submittal Please clearly mark the number in question before the explanation to ensure accurate review of answers.

1	Is your company currently registered with the DIR?	<input type="checkbox"/> Yes (DIR Registration# _____ valid through _____) <input type="checkbox"/> No
2	Does your company carry current worker's compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code 3700 et. Seq?	<input type="checkbox"/> Yes (I have provided a copy with my submittal). <input type="checkbox"/> No Comment: _____
3	Has your company gone into bankruptcy at any time during the past three years?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).
4	Has your Contractor's license been revoked at any time in the last three years?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).
5	At any time during the last three years, has your company, or any of its owners or officers been convicted of a crime involving the awarding of a government construction project contract, or the bidding or performance of a government contract?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).
6	Has your company or any of its owners, officers or partners ever been convicted of a crime involving any Federal, State, or local law related to construction?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).
7	Do you have any pending violations or disputes in regards to a government construction project?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).
8	At any time in the last three years has your company been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).

9	In the past three years has your company, or any company with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).
10	In the past three years has your company been denied an award of a public works contract based on a finding by a public agency of a non-responsive bid?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).
11	In the past three years has any claim against your company concerning work on a construction project been filed in court or gone through arbitration?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).
12	At any time during the three years, has any surety company made any payments on your company's behalf as a result of a default to satisfy any claims made against a performance or payment bond issued on your company's behalf, in connection with a construction project, either public or private?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).
13	Has CAL OSHA , or Federal Occupational Safety and Health Administration, EPA, or Air Quality Management District, or Regional Water Quality Control Board cited and assessed penalties against your company for any "serious", "willful" or "repeat" violations of its safety or health regulations in the past three years?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).
14	Has there been any occasion during the last three years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wages laws, or wage theft, or wage & hour law, or California Labor Code, or any local minimum wage law, or living wage ordinances?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).
15	At any time during the last three years, has your company been found to have violated any provision of California apprenticeship laws or regulations, or the law pertaining to use of apprentices on public works?	<input type="checkbox"/> No <input type="checkbox"/> Yes (if selected, please explain on separate attached page).

Attachment 3

County Sheriff's Office Clearance Form

For Informational Purposes Only- All contractors and subcontractors must be able to successfully complete this form in order to enter any secure locations at the County.



**SANTA CRUZ COUNTY SHERIFF'S OFFICE
CORRECTIONS ACCESS APPLICATION & AGREEMENT**

<input type="checkbox"/>	NEW
<input type="checkbox"/>	RENEWAL

INSTRUCTIONS FOR COMPLETING AND SUBMITTING APPLICATION

- 1) Applicant to complete personal information and sign understanding/authorization. Business/Organization designee requesting access must complete the designee section of application, sign, and submit application on behalf of applicant to email listed below.
 - 2) A legible copy of government issued ID must be submitted with application (matriculas are not accepted).
 - Visitors / Contractors / County Employees must submit applications at least 5 days before access. Clearance duration determined by need. Access will expire within a year from date approved. A Renewal Corrections Access Application and copy of government issued ID must be submitted prior to expiration date to maintain access, pending approval.
 - Contracted Employees / Program Providers requesting access must complete and submit a Live Scan upon initial approval for Corrections Access. An annual refresher is required thereafter to maintain access.
 - Corrections Access Orientation is required for Inmate Programs, Contracted Employees and others who have direct contact with inmates. Business/Organization designee requesting access must coordinate completion of Orientation with Jail Contact prior to applicant's admittance.
- Visitors / Contractors / County and Contracted Employees must submit applications electronically to: shfjailreception@santacruzcounty.us
Inmate Program Providers must submit applications electronically to: DQRClearances@santacruzcounty.us

APPLICANT: PERSONAL INFORMATION

Last Name _____ First Name _____ MI _____ DOB _____ (MM/DD/YYYY)
 Residence Address _____ City _____ State _____ Zip _____
 Home Phone _____ Cell Phone _____ Email _____
 Government Issued Identification # _____ (A legible copy of ID must be submitted with application)
 Have you been arrested in the past 5 years? NO YES (If YES list date and circumstances of arrest below)
 Are you on Probation, Parole or PRCS? NO YES (If YES list status of probation/parole/PRCS)

APPLICANT: PLEASE READ AND SIGN BELOW

I understand that Corrections Access is granted to conduct professional related matters only. I understand that I am not to use Corrections Access to have contact with incarcerated friends or family members. Any contact I have with an incarcerated friend or family member must be in accordance with standard inmate visiting rules and protocols separate from this agreement.

I authorize the Sheriff's Office to complete a full criminal history check and any applicable background investigation to obtain and maintain authorization to access the secured portion of the correctional facilities. I verify that the information provided on this form is true and accurate. I understand that failure to provide true and accurate information can result in disqualification. I agree to update the information on this application as needed.

I understand that any misconduct or violation of Sheriff's Office facility rules, or failure to comply with the directions of Sheriff's Office personnel could result in my immediate removal from Sheriff's Office facilities, denial of future access, and/or arrest and prosecution.

Applicant Signature _____ Date _____

BUSINESS/ORGANIZATION DESIGNEE: PURPOSE FOR CORRECTIONS ACCESS REQUEST & CONTACT INFORMATION

Business/Organization _____ Purpose _____ Jail Contact _____
 Designee _____ Email _____ Phone _____
 Designee Signature _____ Date _____

FOR OFFICIAL USE ONLY

(Update: 01.10.22 kc)

Clearance Duration: 1 Day 0-30 days 30-90 days Annual Live Scan Category _____ Access Type _____
 Approved Supplies _____ Facility Supervisor Approval _____ Date _____
 Orientation Required Orientation Registered for _____ Orientation Completed On _____ Verified By _____

Background Check:								
DMV CURRENT	YES <input type="checkbox"/>	NO <input type="checkbox"/>	FELONIES (LAST 5 YRS)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	PROBATION	YES <input type="checkbox"/>	NO <input type="checkbox"/>
CRIMINAL HISTORY	YES <input type="checkbox"/>	NO <input type="checkbox"/>	MISDEMEANOR (LAST 5 YRS)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	PAROLE	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER _____			WARRANTS	YES <input type="checkbox"/>	NO <input type="checkbox"/>	PRCS	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Completed By _____ Date _____ JMS PROFILE CREATED / UPDATED ENTERED APP LOG
 Access Approved Access Denied Facility Commander Signature _____ Date _____
 JMS ACCESS UPDATED APP LOG UPDATED LS LOG UPDATED APP SCANNED EXP DATE: _____ OA III: _____ Date: _____

For Informational Purposes Only- All contractors and subcontractors must be able to successfully complete this form in order to enter any secure locations at the County.

County of Santa Cruz

Sheriff-Coroner Corrections Bureau
259 Water St, Santa Cruz, CA 95060
(831) 454-2852 FAX: (831) 454-2884

Jim Hart
Sheriff-Coroner

Liability Waiver

I am aware of the nature and risks associated with performing services in correctional facilities, including the County Jail, and I agree to take due caution in performing services in Santa Cruz County correctional facilities. In exchange for being allowed to perform services in Santa Cruz County correctional facilities, I agree to release and hold harmless the Santa Cruz County Sheriff, the County of Santa Cruz, and their officers, agents, employees, and volunteers from any claim for personal injuries or damage to property that I, or anyone claiming under me or on my behalf, may incur that arises from or relates to my volunteer services, to the full extent allowed under California law. I further agree to indemnify, hold harmless, and defend the Santa Cruz County Sheriff, the County of Santa Cruz, and their officers, agents, employees, and volunteers from any and all claims, demands, actions, judgments, costs, attorney's fees, and damages of any kind for liability which they may incur that arises from or relates to my own negligence or willful misconduct associated with my services at the County Jail, to the full extent allowed under California law.

Business/Organization: _____ **Date:** _____

Printed Name: _____ **Signature:** _____