



COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

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Request for Proposal (RFP) #23P3-015

FOR

Environmental Health Data Management System

Question Deadline	5:00 PM; Pacific time, March 8, 2024 Submit questions by email to Contact Person
Submittal Deadline	5:00 PM, Pacific Time, April 11, 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 M. 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 (County) invites sealed proposals from fully licensed and insured vendors to provide an Environmental Health Data Management System (DMS) for use by Santa Cruz County Health Services Agency (HSA), Environmental Health Division (EH). EH seeks to modernize and streamline its data management system to improve the efficiency and effectiveness of its services.

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.

The EH Division of HSA is comprised of approximately 50 staff, including California Registered Environmental Health Specialists, Water Quality Specialists, Resource Planners, Registered Geologists, Analysts, and Support and Technical staff. EH provides regulatory oversight to prevent exposure to toxic substances, disease-causing agents, and unsanitary conditions. EH also provides management and planning resource conservation within the County. These functions are accomplished by performing inspections, conducting investigations, and providing oversight to monitor the following programs and activities for regulatory compliance:

1. Consumer Protection
 - Food Facilities and Safety
 - Body Art
 - Public Swimming Pools and Spas
 - Tobacco Retail
 - Sub-Standard Housing, Employee Housing, and Organized Camps
2. Hazardous Materials/Wastes and Environmental Cleanup
 - Certified Unified Program Agency (CUPA)
 - i. Underground Storage Tanks
 - ii. Hazardous Materials Business Plan
 - iii. Aboveground Petroleum Storage Act
 - iv. California Accidental Release Program
 - v. Hazardous Materials Business Plan
 - vi. Hazardous Waste Generator
 - vii. Medical Waste
 - California Environmental Reporting System (CERS)
3. Land Use and Water Resources
 - Onsite Wastewater Treatment Systems
 - Wells
 - Water Supply and Watershed Management
 - Water Quality
4. Other miscellaneous and emerging programs
5. Permitting and Reporting related to any of the above
6. Service Requests and Plan Reviews related to any of the above
7. Complaint Response, Investigations, and Enforcement related to any of the above

The County is interested in a comprehensive cloud-hosted DMS that can collect, manage, and analyze environmental health data, as well as produce reports, conduct surveys, track staff time, and assist with regulatory compliance. The replacement DMS is expected to fully interface with other third-party databases and software as outlined in Section 3, Statement of Work.

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, telephone, facsimile, or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 RFP Documents

Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule

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

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

Activity	Date
Release of RFP	2/26/24
Advertise RFP	2/26/24 3/4/24
Question Deadline	3/8/24
Dissemination of Answers	3/21/24
Deadline for Submittals	4/11/24
Oral Interviews (As deemed necessary by County)	Week of 4/29/24
Tentative Award	June 2024
Contract Negotiation	July 2024
Board Approval of Contract	August 2024

2.4 Submission of Proposal

A. Respondent shall submit one (1) hardcopy signed in blue ink or a secure digital signature and marked "ORIGINAL"; and one (1) electronic copy (USB drive) of the completed proposal as specified herein.

B. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #23P3-015**, addressed to:

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

C. The deadline to submit proposals is **April 11, 2024, at 5:00 PM PST.**

2.5 Public Opening of Proposals

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

2.6 Multiple Proposals

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

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **April 11, 2024, at 5:00 PM PST**. Respondent will be solely responsible for the timely delivery of the 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 Shauna Soldate 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 D.

2.11 References

- A. Respondent shall complete and submit Exhibit B – Customer References.
- B. The County reserves the right to check any or all references:
 - 1. Necessary to assess a Respondent's performance; and
 - 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 the County.
- C. The County expects contact information to be current and contacts to be reachable.

2.12 Proposal Evaluation Criteria

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

Evaluation Criteria		Points
1.	Respondent is currently able to conform to Licensed Software and Security Requirements as described in Attachment 2	Pass/Fail
2.	Respondent meets minimum requirements listed in Section 3.3	Pass/Fail
3.	Qualification and Experience Vendor qualifications and experience as described in Section 3	20
4.	Compatibility Ability of the product, services, and project plan to meet the RFP requirements as supported by submittal	25
5.	Cost	20
6.	Training and Implementation Plan	10
7.	References Quality of references from current or previous clients for similar work, including successful completion of implementation schedule and client satisfaction	10
8.	Overall Quality of Response	15
	Total	100

- A. A committee of County employees will evaluate all submittals 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 County. The 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.
- B. After the initial evaluation, the County may determine that additional information is needed to establish a final ranking of proposers. The semi-finalists will be contacted and may be asked to:
 - Conduct a scenario-based demonstration of the product or service,
 - Participate in an oral interview the week of 4/29/2024 as determined by County,
 - Provide additional information to assist the County in determining the best value respondent.
- C. At the sole discretion of the County of Santa Cruz, vendors receiving the highest scores may be invited to an oral interview or product demonstration.
- D. Any submittal that fails in one of the pass/fail categories will be automatically disqualified.

2.13 Cost of Service

The County reserves the right to negotiate the proposed cost with the Vendor 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. Any subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.14 Reservations

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

- A. Reject any and all proposals without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
- C. Terminate the RFP and issue a new RFP anytime thereafter;
- D. Procure any services specified in the RFP by other means;
- E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
- F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
- G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;
- H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
- I. Accept all or a portion of a Respondent's proposal;
- J. Negotiate with any or no Respondents; and
- K. Terminate failed negotiations with any Respondents without liability and negotiate with other Respondents.

2.15 Notification of Withdrawal of Proposal

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

2.16 Interpretation

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

2.17 Pre-Award Conference

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

2.18 Execution of Agreement

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

2.19 Respondent Responsibility and Performance

- A. It is the responsibility of the 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 firm 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 as indicated including reference to the applicable RFP paragraph number.

- A. Experience: Respondent shall meet the requirements outlined in Section 3.3. Respondent shall provide information related to experience as indicated in Section 5.
- B. References: Respondent shall provide customer business references. Refer to Exhibit B – Customer References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses upon request.

2.21 Addenda

- A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the County.
- B. Addenda will be posted on the [General Services Department website](#). If/when necessary, the 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 the County 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 E – Protest and Appeals Procedures.

SECTION 3. STATEMENT OF WORK, SPECIFICATIONS

3.1 Overview

The County seeks a partner to provide a DMS that meets today's EH business needs and scales to meet additional long-term needs. The selected solution needs to replace the current EH DMS, Accela EnvisionConnect, with a cloud-hosted solution that includes the capabilities outlined in the Scope of Services below.

The proposed solution must support all EH data and functional activities. This includes handling internal business workflows, reports and analytics, information security, customer portal functions, full integration with CERS, time tracking, and other requirements described below. The proposed solution must comply with local, California State, and federal requirements.

EH seeks a solution which has the ability to track various processes across the Division. This includes internal tracking of permit progress, project status, facility inventory, certifications, and plan check status. In addition, the optimal solution would allow external users to track permit activity and project status.

The proposed solution must be available on mobile and desktop devices as well as contain an offline field inspection module. The County estimates approximately 50 internal users. It is the intent of the County to award all services specified herein to a single vendor.

3.2 Scope of Services

A. The software solution shall include all functions related but not limited to the following capabilities:

- | | |
|--|--|
| <input type="checkbox"/> Program Management | <input type="checkbox"/> Daily Activity and Time Tracking ₂ |
| <input type="checkbox"/> Permitting | <input type="checkbox"/> Service Requests |
| <input type="checkbox"/> Billing and Payment | <input type="checkbox"/> Inspections ₂ |
| <input type="checkbox"/> Complaint Reports | <input type="checkbox"/> Plan Checks |
| <input type="checkbox"/> Facilities Tracking | <input type="checkbox"/> Reporting and Data Analysis Tools |
| <input type="checkbox"/> CERS Two-Way Integration | <input type="checkbox"/> Online Payment Tool ₁ |
| <input type="checkbox"/> Data Storage & Management | <input type="checkbox"/> Public Records Access ₁ |

₁The solution must provide the ability for outside customers to complete business activities online, such as submit applications, pay bills, provide test results, view inspection results, create accounts, or other business activities.

₂The solution must have offline capabilities and document archiving for remote fieldwork functions.

B. The solution shall include professional services for:

- | | |
|---|---|
| <input type="checkbox"/> Project Management | <input type="checkbox"/> Report Creation |
| <input type="checkbox"/> System Configuration | <input type="checkbox"/> System Maintenance |
| <input type="checkbox"/> Data Migration | <input type="checkbox"/> Technical Support |
| <input type="checkbox"/> Implementation | <input type="checkbox"/> Training |

C. The solution shall have the ability to communicate and integrate with other software tools and business and financial systems such as:

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> CERS | <input type="checkbox"/> Laserfiche |
| <input type="checkbox"/> ESRI/GIS | <input type="checkbox"/> Adobe |
| <input type="checkbox"/> Microsoft Office | <input type="checkbox"/> DocuSign |

3.3 Requirements

- Vendor must be an Environmental Health Data Management System (DMS) software solution provider that currently develops and implements DMS software solutions in the private and/or public sectors.
- Vendor must have at least five years of experience in implementing, hosting, maintaining, and supporting DMS software and services.
- Vendor must have successfully implemented a DMS software and service solution within the last two years at an environmental health agency within the State of California.
- Vendor must have a software solution which currently integrates with CERS.
- Solution must be Cloud based. Hosted, On-Premise proposals will not be accepted.
- Vendor must conform to the software and security standards outlined in Attachment 2.

SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Vendor.

4.1 Purpose of Contract

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

4.2 Term of Contract

It is the County's intent to contract with an initial five (5) year term with the option to extend for two (2) three (3)-year extensions.

4.3 Amendment

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

4.4 Termination

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

4.5 Assignment

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

4.6 Licenses, Permits and Certifications

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

4.7 Compliance with Laws

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

4.8 Acknowledgement

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

4.9 Inclusion of Documents

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

4.10 Presentation of Claims

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

4.11 Off-Shore Outsourcing of Services

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

4.12 Force Majeure

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

4.13 Severability

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

4.14 Controlling Law

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

4.15 Indemnity and Insurance Requirements

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

4.16 Default

- a. In addition to its remedies under paragraph 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.

SECTION 5. PROPOSAL RESPONSE FORMAT

Technical Proposal Organization Guidelines

In order to enable direct comparison of competing responses, you must submit your Proposal in conformity with the requirements stated herein. Failure to adhere to all requirements may result in your Proposal being disqualified as non-responsive. The successful respondent shall be expected to fully meet all representations made in its proposal, including demonstration of project understanding, work plan, project schedule, project team, and cost proposal.

Proposal Format

A. Cover with Project Title, RFP Number, and Firm Name

B. Signed Attachment 1

C. Signed Cover Letter

1. Summarize the key points of the proposal in up to two pages. Cover letter and proposal must be signed by a person authorized to bind the proposing firm to the representations, commitments, and statements contained in the proposal. An unsigned proposal or cover letter is grounds for disqualification from further participation in this RFP process.

D. Section I: Vendor Profile

1. Provide a brief overview of your firm including size, organizational structure, history, number of years in business, number of employees, and description of clients.
2. **Description of firm**
 - i. Provide a description of the firm's qualifications and experience on projects for public agencies of similar size and nature to that described in this RFP. Include how many implementations you have completed in California to date.
 - ii. Provide a brief description of the evolution of your firm's software. Include the date of the first installed site and major developments that have occurred.
3. **Project Staffing**
 - i. Provide an organizational chart that identifies the Project Manager(s) who is dedicated to this project; each key person assigned to carry out the work for this project; and subconsultants allocated to this project, if any.
 - ii. For each person on the Project Team, identify respective roles, responsibilities, and credentials, and provide a summary of experience working on projects similar to that described in this RFP.
 - iii. Briefly describe the project support resources that will be available throughout the contract.
4. **Experience**
 - i. Demonstrate your experience successfully completing projects of similar size and nature to that described in this RFP. For each example project, provide the following:
 - a. Project title, brief description including size of agency, and duration.
 - b. If the project is in progress, indicate the anticipated completion date.
 - ii. Describe your experience successfully migrating environmental health data to proposed DMS. Where possible, identify the data management system that was previously used.

- a. Describe routine or non-routine difficulties in implementation of the new software and/or data migration.
 - b. Describe experience with training concerns which have delayed or required additional resources to complete.
 - c. Provide details of any condition related to migration to the new DMS which required additional funds that were not part of the original proposal.
- iii. Describe your experience integrating the proposed DMS with the CERS to exchange data for environmental health services programs.

E. Section II: Vendor Proposal

1. Proposal Introduction

Provide a clear and concise description of your understanding of the County's objectives and requirements, services to be provided to the County, and how your firm intends to meet these needs. Include a statement that the proposal will be valid for one year.

2. Work Plan and Technical Services

- i. Describe the proposed solution that addresses the needs listed in the Statement of Work. If an alternative solution is recommended, describe the alternative and why it is recommended.
- ii. Identify where the proposed DMS will be hosted, the software licensing structure, and data ownership model.
- iii. Describe the software product.
 - a. Describe the modules or standard features that are included.
 - b. Identify which API's are available.
 - c. Describe the software maintenance model, including any planned outages and software release cycle. Include software update schedule as it relates to updates in CERS.
 - d. Specify which Platforms and Browsers are supported by the proposed solution.
 - e. Describe reporting functions that are available within the system. Include a description of reports that may be created by staff without programming skills as well as services that may be provided for creating more complex custom reports.
 - f. Describe any communication elements contained within the software. (email, text, etc.)
- iv. Describe the project plan.
 - a. Provide a preliminary project plan which identifies the respondents scope of work, project schedule, proposed project milestones, and County tasks. Identify any assumptions made with creating the project plan.
 - b. Clearly outline how the work will be organized, delivered, and coordinated with the County. Describe the project management approach for implementing the proposed solution, including communication tools that will be used.
 - c. Describe the process or methodology that will be used for providing data migration and data mapping services, system configuration, system implementation, and troubleshooting with the County. Include a detailed explanation of a process for migrating data from the primary system as well as additional in-house systems (2 sperate applications/databases) and consolidating it in the new system, including breakdown of responsibilities between vendor and County staff.

- d. Provide a recommended training plan. Include descriptions of the training sessions, estimated hours and sessions, and proposed training schedule for user groups to include System Administrators, Super Users, County Staff, and End Users.
 - e. Describe any additional training resources that are available for new hire onboarding which occurs after software implementation.
 - f. Describe the Technical Support services that will be provided during migration and after the software is implemented.
- v. Resources Requested of the County
- a. List the information and resources the vendor will require from the County. The County reserves the right to accept or reject any and all requests for County-provided resources.

F. Section III: Software and Security

- 1. Provide a brief narrative of how the respondent DMS software solution will meet or exceed EH requirements outlined Section 3.
- 2. Provide a response to each numbered section of Attachment 2, Technical Software and Security Requirements clearly stating proven ability in practice for each minimum qualification listed.
 - i. Include if you meet the requirement and respond to any additional questions listed in each section. Respondent shall not include qualifications not yet proven or possible to develop in the proposal response narrative.

G. Section IV: Pricing

- 1. Provide a total fixed cost summary for all software and hardware (if applicable), as well as professional services for the duration of the contract. Provide enough detail for the County to understand the total cost of the proposed solution.
 - i. Include costs broken out by contract year (Year 1, 2, 3, 4, and 5), warranty costs, one-time costs, training costs, and/or ongoing costs.
 - ii. Include a licensing cost breakdown for up to 50 users.
 - iii. Include any additional data migration costs and indicate when additional costs will be incurred and how they will be calculated.
 - iv. Include detailed billing rates for the firm's key individuals, other positions' overhead rates, and any other applicable costs.
 - v. Include any other costs for office, vehicle, mobile phone, per diem, etc.

H. Section V: Exhibits

- 1. Provide complete and signed responses to Exhibits A, B, C, D, E

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
Customer References

Provide four (4) references for whom you have furnished similar services in size and nature within the past five years. Preference is given for Environmental Health DMS provided to public agencies within California are preferred.

1. Agency Name: _____
Agency Address: _____
Contact Name & Title: _____
Contact Phone & Email: _____
Service Type: _____
Contract Dates: _____
Number of Users: _____

2. Agency Name: _____
Agency Address: _____
Contact Name & Title: _____
Contact Phone & Email: _____
Service Type: _____
Contract Dates: _____
Number of Users: _____

3. Agency Name: _____
Agency Address: _____
Contact Name & Title: _____
Contact Phone & Email: _____
Service Type: _____
Contract Dates: _____
Number of Users: _____

4. Agency Name: _____
Agency Address: _____
Contact Name & Title: _____
Contact Phone & Email: _____
Service Type: _____
Contract Dates: _____
Number of Users: _____

Exhibit C
Designation of Subcontractors

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

1. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

2. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

3. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

4. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

**Exhibit D
Non-Collusion Declaration**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, _____, am the
(Name)

_____ of _____,
(Position/Title) (Company)

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

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

(Date)

Signature of Authorized Representative

Name of Bidder (Firm, Corp., Individual)

Title of Authorized Representative

Exhibit E
Protest 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.

Signature

Print Name

Date

Exhibit F
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 paragraphs 5 and 6 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 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 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 Contract (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 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 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 Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. 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 Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If RESPONDENT utilizes one or more subcontractors in the performance of this Contract, 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 Contract, 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 Contract, 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 Contract 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 amount, to be determined by Respondent 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, 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 Contract (hereinafter "post Contract coverage") and any extensions thereof. Respondent 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 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 Contracting 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 Contract
- 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 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 Respondent's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the Contracting 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.

Attachment 1- Proposal 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 #23P3-015. Complete the following requirements in your response:

1. Respondent/Primary Contact:

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

<input type="checkbox"/>	Respondent is currently able to conform to the requirements outlined in Attachment 2.
<input type="checkbox"/>	Respondent meets all requirements listed in Section 3.3.

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 firm 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 _____

Attachment 2- Technical Software and Security Requirements

1. Environment
 - a. Cloud(SaaS) solutions, preferable FedRAMP certified
 - i. Provide details of the hosting environment
 - ii. If not FedRAMP certified, provide details of other security certifications.
2. Hosting
 - a. Solutions should be hosted on infrastructure compliant with government requirements, such as Azure and AWS GovCloud. Provide information about the hosting environment used.
3. Single Sign On
 - a. Single sign on capability is desired. The County requires single sign-on authentication utilizing Active Directory Federation Services / SAML.
4. Data Location
 - a. Non-public County data cannot be stored or transferred outside of the United States.
 - i. Third-party certifications attesting to the security of the locations must be provided. Provide attestation that the solution as proposed will be hosted within the United States in its entirety.
5. Data Encryption
 - a. All non-public data in transit regardless of the transit mechanism must be encrypted.
 - b. For engagements where the Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Encryption to be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>
6. Safeguards against Denial of Service Attacks
 - a. Controls must be in place to limit the impact of Denial of Service attacks.
 - i. Provide evidence of controls.
7. Security Logs and Reports
 - a. Allow the County access to system security logs that affect this engagement, its data and or processes. This includes the ability for the County of Santa Cruz to produce or request a report of the records that a specific user accessed over a specified period of time.
8. Business continuity and disaster recovery plan
 - a. Provide a business continuity and disaster recovery plan.
9. Uptime
 - a. The System must support high availability (99.9%).
10. Role-based security system
 - a. The system must support a tiered security system assigning access based on defined roles.
 - b. Provide sample of standard SLA with uptime targets and cures in case SLA is not met.
 - c. Integration with Active Directory and ability to utilize AD groups for assigning roles is preferred.