



# COUNTY OF SANTA CRUZ

General Services Department  
Purchasing Division

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

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## COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) #20P2-001

FOR

*Inmate Food Services*

<b>Mandatory Pre-Proposal Conference</b>	<b>Monday, October 19, 2020, 10:00 AM Pacific Daylight Time, at locations specified in this RFP.</b>
Question Deadline	Friday, October 23, 2020, 5:00 PM; Pacific Daylight Time. Submit questions by email to Contact Person
<b>Submittal Deadline</b>	<b>Friday, November 6, 2020, 5:00 PM, Pacific Standard Time.</b> Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 <sup>rd</sup> floor, room 330 Santa Cruz, CA 95060
Contact Person	Phil Santaluce, Senior Buyer Email <a href="mailto:Phil.Santaluce@santacruzcounty.us">Phil.Santaluce@santacruzcounty.us</a> Phone (831) 454-2723 Fax (831) 454-2710

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**SECTION I. INVITATION**

The County of Santa Cruz invites sealed proposals from fully licensed, insured, bonded, certified CONTRACTORS to furnish all labor, food, tools, equipment, and incidentals required to provide inmate and staff food services at Sheriff correctional facilities.

The County currently operates three adult corrections facilities. The locations of these facilities are as follows:

- A. Santa Cruz County Main Jail  
259 Water Street  
Santa Cruz, CA  
Rated capacity 319 inmates
  
- B. Blaine St. Women’s Facility  
141 Blaine Street  
Santa Cruz, CA  
Rated capacity 32 inmates
  
- C. Rountree Jail  
90 Rountree Lane, Watsonville, CA  
Rated capacity 160 inmates

The Average Daily Inmate Population (ADP) for the Facilities:

2018	484
2019	500
Jan-Aug 2020	355

In accordance with the Board of State and Community Corrections, *Title 15 Minimum Standards for Local Correction Facilities*, food shall be served three times in any 24-hour period meeting minimum nutritional and caloric requirements and comply with Health and Safety Code standards.

In accordance with the Sheriff’s Correctional Officer Representation Unit, Memorandum of Understanding, article 24.2 “Staff who are required to remain at their posts....entire shift shall be provided with one meal per shift.” The Correctional Officer’s work a 12-hour shift and there are two shifts per 24 hours. The Main Jail and Rountree facilities have staff dining area. This Request for Proposal (“RFP”) requires the vendor to provide a food service proposal to include providing services for staff meals at the Facilities. The total Corrections staff is 140.

Food service is currently provided using the “cook-serve” method and all meals are prepared at the Main Jail and Rountree kitchens. Food services are required seven (7) days a week, three hundred sixty-five (365) days a year.

Due to recent financial issues caused by the COVID19 health pandemic, the County of Santa Cruz Sheriff’s Office (“Sheriff’s Office”) had to reduce its budget by \$3.8 million. Part of the Sheriff’s Office plan to reduce its budget is to outsource food services provided to inmates and staff at the Facilities.

County maintains its right, as it deems necessary, to add or delete services to any contract awarded as a result of this RFP, with a thirty (30) day written notice, to accommodate other County offered programs or due to a reduction in County funds. Requests for an increase(s) in services will be negotiated based on the rates proposed by contractor through this RFP.

Contingent upon approval of the County Board of Supervisors, the County intends to award one (1) three-year contract to the responsible proposer whose proposal is determined to be the most responsive to the requirements of this RFP. The County reserves the right to renew or extend the term of the contract for two (2) additional one-year periods representing a total contract term of no more than five (5) years and at the sole discretion of the County, provided the County notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the contract and shall be based upon rates provided for in the original contract and response.

Established in 1850 as one of the state's original 27 counties, the County of Santa Cruz was originally called Branciforte. The name was later changed to Santa Cruz, which is "holy cross" in Spanish. The County of Santa Cruz geographically is the second smallest county within the State of California, yet it has one of the largest unincorporated area populations. The 2008 estimated population of the County of Santa Cruz by the U.S. Census Bureau was 253,137. The County encompasses an urban service area of 440 square miles.

As used herein, "County" refers to the County of Santa Cruz.

**SECTION 2. INSTRUCTIONS TO RESPONDENTS**

2.1 Preparation of Proposal

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

2.2 Solicitation Documents

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

- Exhibit A Respondent Fact Sheet \*
- Exhibit B Customer References \*
- Exhibit C Designation of Subcontractors \*
- Exhibit D Non-Collusion Declaration \*
- Exhibit E Insurance Requirements (do not return)
- Exhibit F Protest and Appeals Procedures (do not return)
- Exhibit G Locally Operated Business Preference Affidavit of Eligibility \*
- Exhibit H Pre-Proposal Conference Form\*

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

2.3 Solicitation Process Schedule

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:

<b>Activity</b>	<b>Date</b>
Release RFP	10/5/20
Advertise RFP – Sentinel	10/7 & 10/14
Site Visit	10/19/20
Deadline for Submitting Written Questions	10/23/20
Dissemination of Written Questions/Answers	10/30/20
Deadline for Proposal Submission	11/6/20
Ratings Due	11/20/20
Tentative Award	12/4/20
Contract Negotiations commence	12/7/20
Final Contract ready for signatures	1/15/21
Board Contract Approval	2/9/21
Implementation Kick Off Meeting with Contractor.	TBD
Contractor in Place/Live	TBD

2.4 Mandatory Pre-Proposal Conference and Site Examination

- a. Respondent (prospective contractor) is required to attend the pre-proposal conference at both locations in order to participate in this RFP process. Proposals submitted by Respondents that fail to attend the pre-proposal conference at both locations will be rejected for noncompliance with the RFP requirements. The pre-proposal conference will occur on Monday, October 19, 2020, 10:00 am. Meet at Location 1, Main Jail.

Sites:

LOCATION 1 WALK THROUGH:

Main Jail Facility  
259 Water Street, Santa Cruz, CA 95060  
Meet in the lobby at 10:00 am.

LOCATION 2 WALK THROUGH:

Rountree Medium Security Facility  
90 Rountree Lane, Watsonville, CA 95076  
Meet in the Front of Facility

Please allow approximately two and one half (2-1/2) hours for the pre-proposal conference, including travel between locations. To be eligible to submit a Proposal, Respondent must sign-in and sign-out at both locations. No lunch break (or breaks) will be taken during walk through.

- b. Respondent must complete Exhibit H – Pre-Proposal Conference Form and return the completed form to the Buyer indicated on cover page by 5:00 p.m. on October 14, 2020. Attendance will be limited to three (3) representatives per Respondent.
- c. During the pre-proposal conferences, Respondent may ask general questions about the facilities and technical requirements in the RFP but may not ask questions about the RFP process. While Sheriff's Office staff will attempt to answer questions that can be immediately answered, oral responses made at the pre-proposal conference will be non-binding on the County. Respondent must submit questions in writing to the Buyer following the pre-proposal conference. The Buyer will disseminate written questions and answers in the form of an addendum.

2.5 Submission of Proposal

- a. Respondent shall submit five (5) hardcopy sets: one (1) original signed in blue ink and marked "ORIGINAL" and four (4) identical copies; 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 #20P2-001**, addressed to:

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

- c. The deadline to submit proposals is **Friday, November 6, 2020, 5:00 PM PST**.

2.6 Public Opening of Proposals

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

2.7 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.

2.8 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than November 6, 2020, at 5:00 PM PST. Respondent will be solely responsible for the timely delivery of his Proposal. Proposals will not be accepted after the deadline will be returned unopened.

2.9 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person. 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.

2.10 Onsite Inspection

Onsite 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.

2.11 Non-Collusion Declaration

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

2.12 References

Respondent shall complete and submit Exhibit B – Customer References with Proposal.

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

1. Necessary to assess a prospective Respondent's past performance.
2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.

2.13 Proposal Evaluation Criteria

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

<b>Evaluation Criteria</b>		<b>Points</b>
1.	Proposal Content: RFP criteria are met	<b>10</b>
2.	Quality of Response: RFP criteria are met and well defined.	<b>5</b>
3.	Quality/Appeal of Inmate Meal * Appeal and variety of proposed monthly menu of inmates. * Appeal and quality of food product utilized for inmate meals.	<b>15</b>
4.	Quality/Appeal of Staff Dining Meals * Appeal and variety of proposed staff dining menu. * Appeal and quality of food products utilized for staff dining.	<b>15</b>
5.	Corporate/Organizational stability: Audited financial statements.	<b>10</b>
6.	Experience: * Proposer has a minimum of five (5) years' experience in correctional food services with an ADP of 300+ * Proposer has experience in California correctional facilities. * Acceptable, verifiable references. * Past record of performance on contract with other law enforcement correctional facilities, including such factors as reliability and compliance with contract terms and conditions.	<b>15</b>
7.	References	<b>10</b>
8.	Cost	<b>15</b>
9.	Local Vendor Preference	<b>5</b>
<b>Total:</b>		<b>100</b>

B. A committee will evaluate all RFPs and select the Respondent who best meets the needs as set forth in this RFP, is the best qualified and is best able to provide the requested services. Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.14 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the first year 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 San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.15 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.
- 2.16 Notification of Withdrawal of Proposals  
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.
- 2.17 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.
- 2.18 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.
- 2.19 Execution of Agreement  
Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.
- 2.20 Respondent Responsibility and Performance
- A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
  - B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
  - C. Failure to comply with the RFP requirements provided herein could result in disqualification.
  - D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.
  - E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
  - F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.21 Respondent Qualifications

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

- A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least five (5) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff.
- B. References: Respondent shall provide a list of four (4) customer references for services performed with the last five (5) years. Refer to Exhibit B – Customer References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits required to conduct business in the State of California and the County of Santa Cruz prior to finalization of a contract.
- D. Other Information: Respondent may provide any other information deemed appropriate.

2.22 Addenda

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

If issued, a written addendum will be faxed or emailed or mailed to all prospective respondents.

2.23 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.

2.24 Protests and Appeals Procedures

Refer to Exhibit F – Protest and Appeals Procedures.

2.25 Local Vendor Preference (optional)

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 within three (3) days after the bid opening. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor the five points.

**SECTION 3. STATEMENT OF WORK**

3.1 Overview

The Proposer will explain in its proposal how it shall have full responsibility for the operation of the inmate food service program and provide cost per meal pricing for both the “cook-chill” and “cook-serve” methods. The “cook-chill” method is a process of food preparation that involves the rapid chilling of cooked food, where food is then reheated at a later date as needed. The “cook-serve” method is the traditional method of food production where items are freshly prepared just prior to service.

3.2 Scope of Services/Project

**The following description outlines the key scope of services the selected Contractor shall provide:**

3.2.1 Food Service Requirements

- a. Provide food service in the form of nutritious, wholesome, and palatable food to inmates that meet or exceeds all applicable standards established by the American Correctional Association, Food and Nutritional Board of the National Academy of Science.
- b. Provide food service in the form of nutritious, wholesome, and palatable food to Correctional staff that meet or exceed the Food and Nutritional Board of the National Academy of Science.
- c. Abide by all applicable federal, state and local laws, regulations and rules, including but not limited to, Title 15 of the California Code of Regulations for local correction facilities.
- d. Provide food service at the Facilities:
  - 1) Main Jail  
259 Water Street  
Santa Cruz, CA 95060
  - 2) Blaine St. Women’s Facility  
141 Blaine Street  
Santa Cruz, CA 95060
  - 3) Rountree Jail  
90 Rountree Lane  
Watsonville, CA 95076
- e. Use the Facilities identified in Chart A below as needed to meet food service requirements.

<b>Chart A. Facility Description Chart</b>			
Facility Name	Kitchen	Storage Space – Dry	Storage Space – Refrigerated
1) Main Jail	Basic institutional	Available	Available
2) Blaine St. Women's Facility	No kitchen	No	No
3) Rountree Jail	Basic institutional	Available	Available

- f. No use of County facilities or equipment to prepare food for agencies or persons other than those designated under any resulting contract.

3.2.2 Menu Development and Auditing

- a. Have a registered dietitian develop a menu and diet program that meets the needs of County.
- b. Submit a written menu to County for approval and prior to any changes to the menu or diet program.
- c. Document in writing all menu substitutions and the reason why a menu substitution is required.
- d. Provide at least a 24-hour advance notice to County of any menu substitution prior to meal preparation.
- e. Provide and supply third party menu, meal and operational audit to ensure compliance with standards, annually. Third party to be approved by County.

3.2.3 Meal Frequency and Types

INMATE:

- a. Provide meals to inmates at the Facilities three times per day, each and every day of the year.
- b. Provide one hot meal and two cold meals per day at the Facilities with the required nutritional value that meet or exceed all applicable standards established by the American Correctional Association, Food and Nutritional Board of the National Academy of Science.
- c. Provide portable sack lunches as requested by County staff for inmates assigned outside the Facilities.
- d. Ensure no more than 13 hours pass between dinner and breakfast meals.
- e. Mutually agree upon all meal schedules with County.
- f. Warrant all meals shall be served at appropriate temperatures at the point of delivery (housing units) and provide written documentation of such.
- g. Warrant all meals shall be served in a manner that makes them palatable and visibly pleasing and complete with condiments (dressing, sugar, salt, pepper, catsup or mustard where indicated).
- h. Provide spirit lifter meals five times annually as directed by County at no additional cost.
- i. Provide medical and religious meal types as required by County and/or medical staff.
- j. Work and communicate with the County and medical contractor to ensure medical diets are prepared and delivered as medically prescribed.
- k. Provide a list of those meal types, different from the standard meal served, that can be provided at the cost of a standard inmate prepared meal, i.e. at no additional cost. Several meal type examples might be, but are not limited to:
  - 1. Ovo-Lacto vegetarian;
  - 2. Vegan (total vegetarian excluding milk and eggs);
  - 3. Pork-free;
  - 4. Certain religious; and
  - 5. Medical diets that conform to physician-ordered specifications.
- l. Provide a list of those meal types, different from the standard served, that can be considered "prepackaged" because this meal requires outside handling. The Contractor may provide this meal at a price different from the standard meal. (Do not list any costs in your response to this section, just identify the

meal type). These meal types do not fall into the same specifications listed in 3.k. above.

- m. Provide non-custody food service for catered County special events or meetings, as designated by County, with not less than 72-hours advance notice. The meals and cost for the food service shall be mutually agreed upon.

STAFF:

- a. Provide meals to Facility staff twice a day, each and every day of the year
- b. Provide meals that meet the required nutritional value that meet or exceed all applicable standards established by the Food and Nutritional Board of the National Academy of Science.
- c. Ensure no more than 13 hours pass between meals.
- d. Mutually agree upon all meal schedules with County.
- e. Warrant all meals shall be served at appropriate temperatures at the point of delivery and provide written documentation of such.
- f. Warrant all meals shall be served in a manner that makes them palatable and visibly pleasing and complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard where indicated).

3.2.4 Meal Preparation and Distribution

- a. Prepare and transport all meals identified in Section 3.
- b. Ensure meals are ready for County staff to deliver in each of the Facilities.
- c. Prepare all inmate and staff meals and deliver meals to locations mutually agreed to by both parties.
- d. Interface with the County's Jail Management System software to document inmate location, inmate diets, etc. and to track and manage inmates requiring special diets or diet restrictions.
- e. Serve meals on appropriate trays that Contractor furnishes.
- f. All meals delivered and/or provided shall be counted and signed off at time of delivery or preparation.
- g. Provide meals in a manner or fashion that allows for proper counting and reconciliation of requested meals.
- h. Allow County to return all trays and delivery equipment to Contractor.
- i. Upon meal completion sanitize the food service equipment for re-entry into the food delivery cycle.

3.2.5 Commodity Use, Documentation and Credits

- a. Use available U.S. Department of Agriculture (USDA) commodities in the provision of food service to the inmates and staff and solely for the benefit of County.
  - 1. Reserve the right to refuse acceptance of any such commodities that are contaminated or provided in excessive amounts.
  - 2. Comply with the rules and regulations of the USDA in securing the commodities.
  - 3. Properly handle, store and prepare all commodities.
  - 4. Take a weekly inventory of all commodities and provide to County. The resulting report shall include for each USDA donated commodity: i) the commodities on hand at the beginning of the week, ii) the quantity used, iii) the quantity lost due to spoilage, theft or shrinkage, and iv) the balance at the end of the week.
  - 5. Make available, all books and records pertaining to meal preparation and delivery for the Facilities, for a period of 36 months after the close of

county fiscal year (July 1 through June 30) to which they pertain. Such books and records shall be available for inspection and audit by representatives of the County, USDA and or the General Accounting Office at any reasonable time or place.

- b. Credit the invoice presented to County for the fair market value of USDA commodities used, minus any shipping or handling charges actually incurred. The value of commodities shall be the value set forth on the invoice, bill of lading, delivery receipt or other similar document from the USDA or distributing state agency. If no value is set forth, County and Contractor shall both contact the USDA or distributing agency to ascertain such value.

### 3.2.6 Personnel

- a. Supervise and train all staff assigned to County Facilities for the purpose of food preparation and distribution.
- b. Assign one full time on-site manager to coordinate Contractor's kitchen staff in all aspects of the food service operation.
- c. Contractor to assign professional staff to work with County staff to oversee kitchen operations as required.
- d. Certify that Contractor's staff have been fingerprinted and have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence.
- e. Contractor's staff shall complete and pass a Sheriff's Office background clearance at the Contractor's expense which includes a Live Scan prior to working in one of the facilities.
- f. Allow time, at Contractor's expense, for each of the Contractor's on-site staff to attend a 4-hour Prison Rape Elimination Act (PREA) orientation prior to working in one of the Facilities.

### 3.2.7 Equipment, Small Wares (includes Carts & Trays) and Staff Break Room Supplies

- a. At Contractor's expense, provide any additional equipment required at the Facilities to complete the food service operation. The operation, maintenance, repair and associated cost for Contractor supplied equipment shall be at Contractor's expense.
- b. At Contractor's expense, purchase, manage, maintain, and replace small wares required for inmate and staff feeding operations at 125% of the average daily population and staff assigned to the Facilities or as agreed upon by County. Once purchased all small wares become the property of the County. Small wares include:
  1. Knives, spatulas, ladles, spoons, whisks, reusable plastic cups, disposable and related cooking utensils as well as stainless steel coffee pots etc. as required for food service operations.
  2. Small wares include delivery carts, insulated trays, permanent flatware, insulated bulk food carriers, straps and related items.
- c. Return to County at the expiration of Contract, the food service premises and all equipment furnished by County in the condition in which it was received except for ordinary wear and tear and except to the extent that the premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that the equipment may have been stolen by persons other than the staff of the Contractor without negligence on the part of the Contractor or its staff and provided that all damages and losses are reported to County for all items covered by this paragraph in a timely manner.

- d. Provide a price list of staff dining supplies (utensils, cups, beverages, etc.) available for Sheriff to purchase from Contractor at Sheriff's expense for Facility staff break rooms.

### 3.2.8 Facility Cleaning

- a. Be responsible for daily cleaning and housekeeping of Facility areas Contractor uses in support of the food preparation, including service area, dining rooms, storage areas, County office space provided to Contractor, and on a continuing basis maintain high standards for sanitation.
- b. Keep food service utensils and equipment including trays, carts utensils and cooking equipment clean and sanitary.
- c. Purchase at Contractor's expense all food and chemicals, cleaning and paper products and other supplies determined by mutual agreement of the parties to be necessary for the food service operation, including but not limited to, operation of the kitchen, preparation of the food, and delivery of food to inmates and staff. These products purchased by Contractor shall be the property of the Contractor.
- d. At the end of each shift, the kitchen should be left in a clean and orderly manner with all food stowed away and food residue cleaned up.
- e. Be responsible for the daily cleaning of loading dock and garbage area.

### 3.2.9 Health Standards and Sanitation

- a. At Contractor's expense, cause Contractor's staff assigned to duty in Facilities to submit to health examinations as required by law, and to submit satisfactory evidence of compliance with all health regulations to County upon County's written request.
- b. Abide by all health and safety and sanitation standards set forth by the State of California and or the County of Santa Cruz under the Injury and Illness Prevention Program.
- c. Coordinate with County for any and all public inquiries or press correspondence regarding the service provided under this Contract.
- d. Allow County to inspect Facilities (County facilities/off-site facilities) that Contractor uses for food service at any time without prior notice to Contractor.
- e. Maintain Facilities Contractor uses in condition that meets all County and State health agency requirements.
- f. Be responsible for timely removal of trash and garbage resulting from food service preparation, from Facilities food service areas to on-site County provided dumpsters.
- g. As necessary, establish a log for hazardous materials and comply with all laws and standards regarding the use, storage, and handling of such hazardous materials or substances.
- h. Establish and maintain temperature logs for all refrigerators used by the Contractor.

### 3.2.10 Permits

Unless otherwise provided herein, Contractor shall at their expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

3.2.11 Record Keeping

- a. Submit a statement of meals ordered and served to County Facilities on the first day of each week (Monday), covering the preceding week.
- b. Keep full and accurate records of meal count requests and meal count records in connection with food services.
- c. Supply a copy of the meal count requests and meal count records to County on a monthly basis on the first working day of the subsequent month.
- d. Allow all meal count requests and meal count records to be audited by County at any time.
- e. Submit to the County temperature logs containing the temperature of food at the time of delivery to the Facility inmates on a monthly basis.
- f. Submit to the County all refrigerator temperature logs on a monthly basis.
- g. Maintain a sample of each meal served to the inmate population for a period of no less than three days.

3.2.12 Efficient Food Use

Establish, maintain, and provide a detailed recycling program for excess food that meets County standards and complies with organic waste recycling requirements, California AB 1826.

3.2.13 Security

Have access, as acceptable by County, to kitchen and food service storage areas at Facilities. The County shall have control of all perimeter keys, locks and security at the Facilities.

3.2.14 Uniforms

Provide contractor staff working at Facilities with uniforms and linens. These uniforms and linens shall be of a style and color approved by the County prior to use.

3.2.15 Food Product Delivery

- a. Coordinate deliveries with County.
- b. Allow County to inspect any and all deliveries with respect to quality and composition relevant to safety and security.
- c. Provide and maintain adequate/appropriate vehicles for the delivery of food services.

3.2.16 Daily Processing of Complaints

Process food service complaints from inmates at least daily as follows:

1. Food service trained personnel shall answer and resolve grievances related to inmate food service in a professional manner within timelines as specified by the County.
2. Notify County of all complaints received and the resulting resolution.
3. The responsible on-site County staff acting as the food service liaison and Contractor, as needed, shall determine and utilize the appropriate communication mechanism for specific categories of complaints.

3.2.17 Emergency Provisions

Submit a contingency emergency plan to the County, within 60 days after the commencement of operations, for approval to provide meal service in the event of

a Force Majeure (hereinafter defined) . In the event of a Force Majeure, the County shall assist the Contractor by permitting reasonable variations in Contractor's monthly menu. However, Contractor shall not be relieved of its responsibility to provide meal service under the terms of any resulting contract. Additional costs if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term, "Force Majeure" means any war, riot, terrorist act, or other disorder, strike or work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

3.2.18 Financial

- a. Charge the County only for those meals served. The total meal cost shall include consideration of the following costs as specified throughout this proposal:
- b. Food cost (factoring in the anticipated use of U.S. Government commodities).
- c. Disposable items (all non-returnable service ware and packaging directly related to the service of meals).
- d. Labor costs (include all on-site management and staff, benefits and payroll taxes etc.).
- e. Equipment and small wares expenses (cost for installation and maintenance of any equipment not supplied by but approved for use by the County).

3.2.19 Cost Per Meal Escalation

Meal price shall be held firm for the first 12 months of the contract. Per meal price for each subsequent 12 month period shall change by an amount to be mutually agreed upon provided however that in the event that no agreement is reached with respect to such price change, per meal prices shall change by the inflationary rate equal to the United States Department of Labor Statistics, Consumer Price Index, All Urban Consumers (Current Series), not seasonally adjusted, U.S. City Average Food Away from Home (SEFV). Per meal prices may not be increased or decreased during and shall remain firm for any such 12-month period following the initial 12 months of the contract.

3.2.20 Implementation Schedule

Provide a complete implementation schedule.

3.3 Food Service Equipment – County Owned

1. Contractor shall have full operational understanding of all County-owned food service-related equipment in carrying out the requirement of the contact. This equipment includes:

Main Jail Facility Kitchen Equipment	
Description	In-Service Date (If known)
Convection Oven	9/17/2015
Dishwasher	9/29/2015
Tray/Lids Drying Rack (2)	12/18/2015
Transport Cart (3)	12/18/2015
Hot Food Buffet	1/28/2020
Cold Food Buffet	1/28/2020
Hobart 60 qt Mixer	2/8/2001
Heavy Duty Range (3)	6/21/2002
Fryer	6/21/2002
Food Waste Disposal	10/17/2006
Cleveland 80 gallon Kettle	7/1/2008
Heavy Duty Slicer	9/15/2008
Walk-In Refrigerator (2)	4/1/2010
Walk-In Freezer	4/1/2010
Cargo Storage Container 8'x20' (2)	12/6/2006
Robot Coupe 2 qt Mixer	
Hamilton Blender	

Rountree Facility Kitchen Equipment	
Description	In-Service Date (If known)
Food Transportation Cart	1/22/2018
Drying Rack	1/22/2018
Tilt Skillet	5/30/2018
V Series Heavy Duty 26" range	1/28/2020
60 Gallon Gas Kettle	5/10/2019
60 Gallon Gas Kettle	3/2/2004
Reach-In Refrigerator	1/9/2020
Double Convection Gas Oven	1/28/2020
Double Convection Gas Oven	1/28/2020
Electric Fryer	1/28/2020
Hobart Vert Cutter/Mixer	2/21/1993
Vulcan 4 Burner Gas Range	5/1/2020
Servend Ice Maker/Dispenser	10/2/2001
Pressure Washer	3/2/2004
Heaving Duty Slicer	9/15/2008
Vollrath Hot Food Station	5/1/2020
Vollrath Cold Food Station	10/3/2020
Walk-in Refrigerator (2)	
Walk-in Freezer (2)	
Robot Coupe 3 qt Mixer	
Hamilton Blender	
Hight Temp Commercial Dishwasher	

2. The Contractor shall provide, at its own expense, quarterly preventative maintenance, and repair contracts on all equipment under its direct control. This shall include all equipment listed above with the exception of the walk-in refrigerators and walk-in freezers. Such contracts can be provided by the Contractor itself, or by reputable companies generally known to have such an expertise.
3. In its proposal, the Contractor must submit to the County a plan as to how this requirement will be met. The cost for this service must be clearly identified within the separate, cost proposal. Contractor is to keep a separate record on maintenance and repairs for each piece of equipment and provide a written report and relevant documentation at least quarterly as to what preventative maintenance/repairs have been performed on each piece of equipment.
4. Given proof of adequate maintenance, the County will replace equipment it has provided as it deems necessary, considering the average life of the equipment as determined by the manufacturer as well as any extraordinary circumstances.
5. Contractor and the County shall jointly inventory, at least annually, all capital equipment and County owned serviceware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made.
6. Contractor shall be liable for the replacement cost for all unaccounted items. A separate list of all Contractor supplies equipment must be maintained and submitted to the County semi-annually.
7. Equivalent quality replacements for kitchen and dishwashing serviceware shall be provided by the Contractor without cost to the County. Replacement items shall become property of the County.

### 3.4 Inventory

1. Prior to implementation of the contract, a complete inventory of all Food Service equipment currently in place will be taken by Contractor, this shall include and inventory of all smallwares. Upon termination of the contract, the Contractor shall be responsible to return the Food Service equipment and smallwares to the County in equal or better condition than when the Contact began. Maintaining the smallware inventory levels will be the responsibility of the Contractor, at no cost to the County.
2. Contract shall provide all consumable supplies and food products which are required for food service operations. All such purchases shall be in the Contractor's name, but maybe delivered to the either the County Main Jail or Rountree facilities.
3. Contractor shall follow all County ordinances on what type of products can be used.

### 3.5 Responsibilities of County

The County shall provide:

1. Onsite County Food Services Manager will work with the Contractor and County's medical staff to provide dietary restriction meal orders.
2. Accurate and timely orders for the number of meals and types of meals (special diet, religious, medical snacks, etc.) to be served to Facility inmates and staff within two hours of the time for meals to be served.

3. Additions and deletions to meal orders within a mutually agreed upon time prior to meal service.
4. Payment to Contractor for the number of meals served during the contract term based on daily delivery and meal count confirmations.
5. Facility space as identified in Chart A.
6. Pay for all utilities associated with food service operations occurring at the Facilities.
7. Adequate ingress and egress to all food service areas.
8. Adequate heat, lights, ventilation, and all other necessary utilities.
9. Local intercom and business telephone service and internet to the Contractor at no charge. The telephone shall be used only for local service. Any long distance, business or non-business or special internet services shall be at the expense of the Contractor. Should the Contractor desire local service for personal use and other non-business-related calls or long-distance calls, whether business or personal, a separate telephone not connected to the County may be installed at the Contractor's expense.
10. Extermination services and removal service of trash dumpsters.
11. General maintenance to the building structure, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, wall and ceiling surfaces of County facilities. The County's maintenance does not include day to day cleaning operations in the kitchen or warehouse as applicable.
12. Security, control, and limitation of inmate movement in, to, and from Contractor staff work areas, including physical security of staff, suppliers and other authorized visitors.
13. Workspace for the on-site lead to perform administrative activities associated with this contract.

#### **SECTION 4. STANDARD TERMS AND CONDITIONS**

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

4.1 Purpose of Contract

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

4.2 Term of Contract

It is the County's intent to contract sometime in Spring 2021 through June 30, 2022 with three (3), one-year extensions. The County reserves the right to renew or extend the term of the contract for two (2) additional years.

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 4.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
  1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
  2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 4.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

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

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

b. Principal Test:

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

c. Secondary Factors:

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

4.18 Equal Employment Opportunity

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

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

4.19 Retention and Audit of Records

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

4.20 Data Security and Privacy – Protected Information

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

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



6. Respondent complied with all specifications, requirements, terms and conditions of this

Proposal? Yes \_\_\_\_\_ No \_\_\_\_\_

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



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

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, 2020

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

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

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

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

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

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



**STANDARD DEFINITIONS FOR MINORITY/WOMEN/DISABLED BUSINESS ENTERPRISE FOR THE PURPOSES OF SANTA CRUZ COUNTY CONTRACT COMPLIANCE PROCEDURES SHALL BE AS FOLLOWS:**

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and

b. whose management and daily business operations are controlled by one or more such individuals.

2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned by one or more women; and

b. whose management and daily business operations are controlled by one or more women who own it.

3. A **Disabled Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned by one or more disabled persons; and

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

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

**Exhibit B  
Customer References**

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

1. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

2. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

3. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

4. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

**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  
INSURANCE REQUIREMENTS

Indemnity

In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the County of Santa Cruz, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respect COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
  - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
  - b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
  - c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
    - (i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request.
    - (ii) Full Personal Injury coverage.
    - (iii) Broad form Property Damage coverage, and
    - (iv) A cross liability clause in favor of COUNTY.
2. Other Insurance Provisions
  - a) As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by COUNTY.
  - b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.

- c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy: "The County of Santa Cruz is hereby added as an additional insured as respects the operations of the named insured."
- d) All the insurance required herein shall contain the following clause: "It is agreed that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of Santa Cruz, Auditor/Controller, 701 Ocean Street, Santa Cruz, CA 95060".
- e) Prospective CONTRACTOR agrees to provide COUNTY at or before the effective date of any award resulting from this Request for Proposal with a certificate of insurance of the coverage required.
- f) If any insurance policy of Contractor required by these Contract Documents includes language conditioning the insurer's legal obligation to defend or indemnify the County of Santa Cruz on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the County of Santa Cruz as a named insured. Notwithstanding the foregoing, both the Contractor and its insurers agree that by naming County of Santa Cruz as a named insured, the County of Santa Cruz may at its sole discretion, but is not obligated to, perform any act required by the named insured under said insurance policies.
- g) Prospective CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to County or any additional insured.
- h) All required insurance policies shall be endorsed to contain the following clause: "This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Santa Cruz County  
 Attention: General Services Department  
 701 Ocean Street, Room 330  
 Santa Cruz, CA 95060

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at time of submittal of Request for Proposals, proof of the insurances stated herein, which will be incorporated in the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your Proposal with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your Proposal would be increased due to the cost of this insurance. Finally, please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at 831-454-2246.

**Exhibit F**  
**PROTESTS AND APPEALS PROCEDURES**

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

Any actual or prospective bidder, offeror or 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 \$35,000), 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 G

#### **LOCALLY OPERATED BUSINESS PREFERENCE AFFIDAVIT OF ELIGIBILITY**

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

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

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

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

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

Reseller's permit #: \_\_\_\_\_  
 Company name and address as it appears on the reseller's permit:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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: \_\_\_\_\_

Exhibit H  
PRE-PROPOSAL CONFERENCE FORM

This Pre-Proposal Conference Form must be completed and returned to the Santa Cruz County General Services Department, Purchasing Division by October 14, 2020 at 5:00 p.m. The Facility will provide an escort.

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

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

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Please provide the following information for Contractor's Representative(s) that will be attending the Pre-Proposal Conference on October 19, 2020.

Attendee #1 Name: \_\_\_\_\_

Attendee Title: \_\_\_\_\_

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

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

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

Attendee #2 Name: \_\_\_\_\_

Attendee Title: \_\_\_\_\_

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

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

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

Email completed form to Phil Santaluce, Senior Buyer,  
at email address: [Phil.Santaluce@santacruzcounty.us](mailto:Phil.Santaluce@santacruzcounty.us)