



# COUNTY OF SANTA CRUZ

General Services Department  
Purchasing Division

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073  
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## Request for Proposal (RFP) #24P2-002

FOR

### *Independent Audit Services*

Question Deadline	5:00 PM; Pacific time, December 27, 2024 Submit questions by email to Contact Person
<b>Submittal Deadline</b>	<b>5:00 PM, Pacific Time, January 17, 2025</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	Maralise Howze, Buyer Email <a href="mailto:Maralise.Howze@santacruzcountyca.gov">Maralise.Howze@santacruzcountyca.gov</a> Phone (831) 454-2723 Fax (831) 454-2710

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## **SECTION I. INVITATION**

The County of Santa Cruz invites sealed proposals for Independent Audit Services from fully licensed, insured, bonded, certified contractors to furnish all labor, tools, equipment, and incidentals required to provide the requested services for the County of Santa Cruz.

Established in 1850 as one of the state's original 27 counties, the County of Santa Cruz was originally called Branciforte. The name was later changed to Santa Cruz, which is "holy cross" in Spanish. The County of Santa Cruz geographically is the second smallest county within the State of California, yet it has one of the largest unincorporated area populations. The 2020 estimated population for the County of Santa Cruz by the U.S. Census Bureau was 270,861. The County encompasses an urban service area of 440 square miles.

In accordance with state law, the County adopts an annual budget. Please see Attachment 2 for a summary of the 2024-2025 budget. The total 2024-2025 County budget is \$1.4 billion of which the General Fund budget is approximately \$864 million.

The County has a total bi-weekly payroll of approximately \$8 million covering about 2,700 employees.

The County Auditor-Controller-Treasurer-Tax Collector invests the pooled funds of all agencies with funds in the County Treasury. Investments are reported monthly to the Board of Supervisors at cost and market value. A Treasury Oversight Commission oversees the Treasurer's investment policy and reporting. In accordance with Section 26920 of the Government Code, the Auditor-Controller's office reviews the treasurer's statement of assets in the county treasury.

The County apportions secured property tax revenue in accordance with the alternate method of distribution prescribed by §4705 of the State of California Revenue and Taxation Code (the Teeter method).

The County issues Tax and Revenue Anticipation Notes annually as part of a cash management policy to maintain the County's working capital until revenues are collected to fund the County's operations. In July 2024, the County issued Tax and Revenue Anticipation Notes in the amount of \$48,000,000.

The County is self-insured except for medical, medical malpractice, certain County facilities property, boilers and machinery, non-owned aircraft liability, fine arts, employees' blanket bond, and money and securities.

The activities of the County's two disposal sites are reported in enterprise funds. The County has provided for and reported closure and post closure care costs in accordance with GASB Statement No. 18 and State and Federal regulations.

The County offers its employees a deferred compensation plan in accordance with Internal Revenue Code Section 457. In accordance with the Internal Revenue Code, all deferred compensation and all assets of the plan are held for the exclusive benefit of the participants and their beneficiaries.

The County conforms to Generally Accepted Accounting Principles with respect to the basis of accounting applicable to each individual fund type, and in the budgeting process. Appropriations and encumbrances are recorded in the fund accounting records.

The County's accounting system is a generalized system of financial management designed for government operations. The system comprises general ledger accounting, accounts payable, cash receipts, purchase orders, check writing, interest apportionment, and reporting modules. Appropriations, expenditures and encumbrances are recorded by fund, major object and object, and organization and sub-organization unit. There are approximately 1,000 funds/subfunds in the accounting system. In addition, the County maintains a computerized Payroll system which interfaces with the financial system. Written policies and procedures are maintained for significant accounting applications.

The County has received the GFOA Certificate of Achievement for Excellence in Financial Reporting for most years since 1976.

Brown Armstrong, CPAs has provided the County's independent audit services since fiscal year 2013-2014 and the audit opinion on the ACFR and other contracted reports for the most recent audited fiscal year ended was unmodified.

We are requesting proposals to perform the following audit services:

1. Audit the County's Annual Comprehensive Financial Report (ACFR) in accordance with generally accepted auditing standards.
2. Audit and provide a separate report on the Santa Cruz County Redevelopment Agency Successor Agency, a separate legal entity governed by an Oversight Board. Details of the services to be performed are set forth in Section 3.
3. Audit and provide a separate report on the Santa Cruz County Library Financing Authority, a separate legal entity managed by the County Administrative Office under a separate Board of Directors. Details of the services to be performed are set forth in Section 3. The Santa Cruz County Library Financing Authority will enter into a separate contract.
4. Audit and provide a separate report on the Santa Cruz County Library Facilities Financing Authority, a separate legal entity managed by the County Administrative Office under a separate Board of Directors. Details of the services to be performed are set forth in Section 3. The Santa Cruz County Library Facilities Financing Authority will enter into a separate contract.
5. Audit and provide a separate report on the Santa Cruz County Sanitation District, a separate legal entity managed by the County Public Works Department under a separate Board of Directors. Details of the services to be performed are set forth in Section 3.
6. Audit of the Schedules of Expenditures of Federal Awards (Single Audit), including all financial and compliance audit requirements of the provisions of the federal Single Audit Act of 1984 (including amendments) and applicable United States Office of Management and Budget Circular(s). Details of the services to be performed are set forth in Section 3.
7. Audit and provide a separate report on the County's compliance with the Treasury Oversight Commission provisions and articles of Government Code Sections 27130-27137 audit specifications. Details of the services to be performed are set forth in Section 3.

8. Audit and provide separate reports on various state grant programs in accordance with the requirements of the granting agencies listed below. Details of the services to be performed are set forth in Section 3.
  - A. Department of Insurance
  - B. Department of Justice
  - C. Office of Criminal Justice Planning Grants – various
9. Apply agreed-upon procedures on quarterly cash counts for the County. Details of the services to be performed are set forth in Section 3. The Auditor-Controller-Treasurer-Tax Collector will enter into a separate contract for this service.

Copies of the most recent audited financial reports of the County of Santa Cruz, the Santa Cruz County Sanitation District, the Santa Cruz County Redevelopment Successor Agency, the Santa Cruz County Library Financing Authority, the Santa Cruz County Library Facilities Financing Authority, the Single Audit, the specified grant audits, and the Treasury Oversight Commission compliance audit will be available upon request prior to the question deadline of December 27, 2024 as well as statistical information and other relevant data. Many of these reports are available on the County's website at:

<http://www.co.santa-cruz.ca.us/Departments/Auditor-ControllerHome/FinancialStatements.aspx>

**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 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
Advertise RFP - Sentinel	12/16/2024 12/23/2024
Release RFP	12/16/2024
Question Deadline	12/27/2024
Dissemination of Answers	01/10/2025
Deadline for Submittals	01/17/2025
Top Ranked Vendor Interviews	Jan-Feb 2025
Tentative Award	February 2025
Contract Negotiation	Feb-Mar 2025
Board Approval of Contract	March 2025

2.4 Submission of Proposal

a. Respondent shall submit one (1) hardcopy original signed in blue ink 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 #24P2-002** addressed to:

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

c. The deadline to submit proposals is **January 17, 2025, at 5:00 PM PST.**

2.5 Public Opening of Proposals

A public opening of proposals will be completed at 701 Ocean Street, Room 330 after the submittal deadline. Please email the Contact Person if you would like to observe the opening process. Tentative award of contract will not be available until after the review team has concluded their review and final rankings are determined. 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 **January 17, 2025, 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 and will be returned unopened.

2.8 Point of Contact

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

2.9 On Site Inspection

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

2.10 Non-Collusion Declaration

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

2.11 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.



2.12 Proposal Evaluation Criteria

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

Evaluation Criteria		Points
1.	Level of quality and performance of the services offered based on contractor qualifications and experience, in accordance with RFP requirements.	35
2.	Quality and performance of the services offered based on previous contracts, permits, or reference checks for the same or similar services, including compliance with rules and regulations.	15
3.	Compliance with RFP requirements, terms and conditions, organization, staff, and any applicable training.	35
4.	Price	15
<b>Total</b>		<b>100</b>

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

2.13 Cost of Service

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

2.14 Reservations

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

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

2.15 Notification of Withdrawal of Proposal

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

2.16 Interpretation

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

2.20 Respondent Qualifications

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

- A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff.
- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the

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

- D. Other Information: Respondent shall provide sample pricing for instruction and supply/equipment rentals if required as part of solicitation scope. Respondent may also provide any other information deemed appropriate.

2.21 Addenda

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

2.22 Proprietary Information

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

2.23 Protests and Appeals Procedures

Refer to Exhibit E – Protest and Appeals Procedures.

### **SECTION 3. STATEMENT OF WORK, SPECIFICATIONS**

#### **3.1 Scope & Overview**

It is the intent of the County to award all services specified herein to a single contractor.

If your firm is capable of providing most services, but not all, you may bid on as many services as possible and indicate why you cannot provide the other services.

The County maintains the right, as it may deem necessary, to add or delete services to this contract, by thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided in the accepted proposal.

The engagement includes examination of financial statements and compliance audits. For financial audits, the examination is to be made in accordance with Generally Accepted Auditing Standards for governmental entities. These standards are defined in the Statements on Auditing Standards of the American Institute of Certified Public Accountants, and Government Auditing Standards published as the "Yellow Book" by the Comptroller General of the United States.

If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, or any other circumstances are encountered that require extended services which were not anticipated in the bid, the auditor will immediately notify the Santa Cruz County Audit Committee. No extended services will be performed as a result of any such discoveries unless they are authorized in the contractual agreement, or in an amendment to the agreement approved by the Board of Supervisors.

For compliance audits, the auditor will employ procedures to test the County's compliance with the provisions of any and all applicable material Federal, State, and Local statutes, ordinances, Charter, Administrative Codes, Rules or Regulations, Bond Indentures, and other contractual obligations, and shall render an opinion thereon. An audit program shall be developed to ensure adequate coverage of Federally funded programs and render an opinion thereon in accordance with the audit requirements of Title 2 U.S. code of Federal Regulations Part 200, Uniform Administrative Requirements, cost Principals, and Audit Requirements for Federal Awards (Uniform Guidance) of the U.S. Office of Management and Budget (OMB).

#### **3.2 Scope of Services for Audit of ACFR**

1. Audit the financial records and render an opinion on the fairness of the County's Annual Comprehensive Financial Report (ACFR) (i.e. financial statements). The County is the primary government and the ACFR includes the GASB statements of County funds, Districts under the Board of Supervisors, the Public Financing Authority, the Santa Cruz County Redevelopment Successor Agency, and Santa Cruz County Sanitation District. The Sanitation District is reported as a discretely presented component unit. Funds and activities to be audited include:

General Fund  
Special Revenue Funds  
Debt Service funds  
Internal Service Funds  
Enterprise funds  
Agency Funds

2. Perform the audit in accordance with Generally Accepted Auditing Standards (GAAS), Generally Accepted Government Auditing Standards (GAGAS) (the Yellow Book), and all applicable pronouncements of the American Institute of Certified Public Accountants (AICPA), Financial Accounting Standards Board (FASB) and the Governmental Accounting Standards Board (GASB).
3. Provide a copy of the opinion to the Auditor-Controller by December 1 of each year (unless circumstances within the Auditor-Controller's Office cause unforeseen delays).
4. The opinion on the County's Annual Comprehensive Financial Report shall include an opinion on all accompanying supplemental schedules.
5. Provide technical guidance and interpretation of new GASB pronouncements to assist the County in reporting in accordance with Generally Accepted Accounting Principles and in achieving the GFOA's Certificate of Achievement for Excellence in Financial Reporting.
6. Provide the Auditor-Controller with a draft of the "Management Letter" which will include internal control evaluations, findings and recommendations by December 15 of each year.
7. The financial statements, notes to financial statements, statistical information and any other supplementary information to be included in the County's Annual Comprehensive Financial Report (ACFR), are to be compiled from information provided by the County. Financial statements are to be prepared in conformance with Generally Accepted Accounting Practices (GAAP) and GASB 34. Style of presentation and interpretations of GAAP are to be decided with the Auditor-Controller.
8. The Auditor-Controller will provide draft financial statements to the Contractor.
9. The Contractor will provide one (1) unbound copy of the ACFR to the Auditor-Controller for printing and binding, up to fifty (50) bound copies of the report, and provide all ACFR information in an electronic format to be agreed upon with the Auditor.
10. The County retains ownership of the ACFR and of all the data provided and compiled. The Contractor will retain ownership of all their working papers used in the preparation of the ACFR, will provide the County the right to examine any of the working papers, and will provide the County with copies of any working papers requested.

3.3 Scope of Services for Audit of Santa Cruz County RDA Successor Agency

1. Conduct a separate audit of the financial statements of the Redevelopment Successor Agency and express an opinion of the fair presentation of those statements in conformity with Generally Accepted Accounting Principles and compliance with provisions of Federal, State, and County statutes, ordinances, rules and regulations.
2. Perform the audit in accordance with Generally Accepted Auditing Standards, Generally Accepted Government Auditing Standards (the Yellow Book), and all applicable pronouncements of the American Institute of Certified Public Accountants (AICPA), Financial Accounting Standards Board (FASB) and the Governmental Accounting Standards Board (GASB).
3. Provide one unbound original report and up to twenty (20) copies of the report to the Redevelopment Successor Agency by December 1. Provide all Redevelopment Successor Agency information in an electronic format to be agreed upon with the Auditor.
4. Provide the Redevelopment Successor Agency with a draft of the "Management Letter" which will include internal control evaluations, findings and recommendations by December 15.

3.4 Scope of Services for Audit of Santa Cruz County Library Financing Authority

1. Conduct a separate audit of the financial statements of the Library Financing Authority and express an opinion of the fair presentation of those statements in conformity with Generally Accepted Accounting Principles and compliance with provisions of Federal, State, and County statutes, ordinances, rules and regulations.
2. Perform the audit in accordance with Generally Accepted Auditing Standards, Generally Accepted Government Auditing Standards (the Yellow Book), and all applicable pronouncements of the American Institute of Certified Public Accountants (AICPA), Financial Accounting Standards Board (FASB) and the Governmental Accounting Standards Board (GASB).
3. Provide one unbound original report and up to thirty (30) copies of the report to the County Administrative Office by November 16. Provide all Library Financing Authority information in an electronic format to be agreed upon with the Auditor.
4. Provide the County Administrative Office with a draft of the "Management Letter" which will include internal control evaluations, findings and recommendations by December 15.

3.5 Scope of Services for Audit of Santa Cruz County Library Facilities Financing Authority

1. Conduct a separate audit of the financial statements of the Library Facilities Financing Authority and express an opinion of the fair presentation of those statements in conformity with Generally Accepted Accounting Principles and

compliance with provisions of Federal, State, and County statutes, ordinances, rules and regulations.

2. Perform the audit in accordance with Generally Accepted Auditing Standards, Generally Accepted Government Auditing Standards (the Yellow Book), and all applicable pronouncements of the American Institute of Certified Public Accountants (AICPA), Financial Accounting Standards Board (FASB) and the Governmental Accounting Standards Board (GASB).
3. Provide one unbound original report and up to thirty (30) copies of the report to the County Administrative Office by November 13. Provide all Library Facilities Financing Authority information in an electronic format to be agreed upon with the Auditor.
4. Provide the County Administrative Office with a draft of the "Management Letter" which will include internal control evaluations, findings and recommendations by December 15.

### 3.6 Scope of Services for Audit of Santa Cruz County Sanitation District

1. Conduct a separate audit of the financial statements of the Sanitation District (a component unit of the County administered by the County's Department of Public Works) and express an opinion of the fair presentation of those statements in conformity with Generally Accepted Accounting Principles and compliance with provisions of Federal, State, and County statutes, ordinances, rules and regulations.
2. Perform the audit in accordance with Generally Accepted Auditing Standards, Generally Accepted Government Auditing Standards (the Yellow Book), and all applicable pronouncements of the American Institute of Certified Public Accountants (AICPA), Financial Accounting Standards Board (FASB) and the Governmental Accounting Standards Board (GASB).
3. Provide one unbound original report and up to thirty-five (35) copies of the report to the Department of Public Works by November 13. Provide all report information in an electronic format to be agreed upon with the Auditor.
4. Provide the Department of Public Works with a draft of the "Management Letter" which will include internal control evaluations, findings and recommendations by December 15.

### 3.7 Scope of Services for Audit of Schedules of Expenditures of Federal Awards (Single Audit)

1. Audit the financial records and render an opinion on the fairness of the County's Schedules of Expenditures of Federal Awards (SEFA) in accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Specify the number of major programs on the summary of proposal costs and provide pricing for additional major programs beyond the proposed amount.

2. Perform the audit in accordance with Generally Accepted Government Auditing Standards (the Yellow Book), and all applicable pronouncements as published by the American Institute of Certified Public Accountants (AICPA), Government Accounting Office (GAO) and Office of Management and Budget (OMB).
3. Prepare and provide any and all special reports necessary to comply with this provision, including the Data Collection Form, and file all required copies of the Single Audit and the Management Letter with the cognizant agency.
4. Provide one copy of the Data Collection Form, one unbound original report and up to thirty (30) copies of the Single Audit Report to the Auditor-Controller. Provide all report information in an electronic format to be agreed upon with the Auditor.

### 3.8 Scope of Services for Treasury Compliance Audit

1. Audit and provide a separate report expressing an opinion on the County's compliance with the Treasury Oversight Commission provisions and articles of Government Code Sections 27130-27137.
2. Report should include auditor's opinion on compliance, County's Statement of Investment Policy, information from the Treasurer's Quarterly Investment Report for the Quarter Ended June 30, 2020, and any other supplemental information provided by the Treasurer.
3. Provide one unbound copy and up to thirty (30) bound copies of the report to the Auditor-Controller. Provide all report information in an electronic format to be agreed upon with the Auditor.

### 3.9 Scope of Services for Audit of State Grants

1. Office of Criminal Justice Planning Grants – Various
  - a. Perform audits of all OCJP grant programs in accordance with guidelines provided by OCJP.
  - b. Prepare any and all reports necessary to comply with OCJP audit requirements and file all required copies with the grantor agency when due.
  - c. Issue separate report(s) on the criminal justice grants including all required statements, schedules, and opinions required by the grantor agency(ies).
  - d. Provide one unbound copy and twenty (20) copies of the report to the Auditor-Controller.
2. California Department of Insurance
  - a. Perform audits of all Department of Insurance grants in accordance with guidelines provided by the Department of Insurance.



- b. Prepare any and all reports necessary to comply with Department of Insurance audit requirements and file all required copies with the grantor agency when due.
    - c. Issue separate reports on the Department of Insurance grants including all required statements, schedules, and opinions required by the grantor agency(ies).
    - d. Provide one unbound copy and ten (10) copies of the report to the Auditor-Controller.
  3. Department of Justice
    - a. Perform audits of all Department of Justice grants in accordance with guidelines provided by the Department of Justice.
    - b. Prepare any and all reports necessary to comply with Department of Justice audit requirements and file all required copies with the grantor agency when due.
    - b. Issue separate reports on the Department of Justice grants including all required statements, schedules, and opinions required by the grantor agency(ies).
    - b. Provide one unbound copy and ten (10) copies of the report to the Auditor-Controller.

3.10 Scope of Services for Quarterly Cash Count

1. Apply agreed-upon procedures listed below on performing the cash count of the County on a quarterly basis.
  - a. Observe the cash count in the County Treasury.
  - b. Verify that records of the County Treasury for cash and investments are reconciled.
  - c. Prepare a report to the Board of Supervisors in accordance with appropriate professional standards.
2. Perform the procedures in accordance with attestation standards established by the American Institute of Certified Accountants.

**SECTION 4. STANDARD TERMS AND CONDITIONS**

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

4.1 Purpose of Contract

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

4.2 Term of Contract

It is the County's intent to contract through February 2026 with 3, 1-year extensions.

4.3 Amendment

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

4.4 Termination

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

4.5 Assignment

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

4.6 Licenses, Permits and Certifications

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

4.7 Compliance with Laws

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

4.8 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 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. OFFICIAL 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 #24P2-002. Complete the following requirements in your response:

1. Respondent/Primary Contact:

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

**Respondent shall include with Proposal:**

- Letter of Transmittal with information regarding your company and a statement of qualifications to provide the services required.
- Services offered with complete description per Section 3.
  - Financial Audit
  - Compliance Audit
- Peer Review: Describe and attach the results of the firm's most recent peer review.
- Explain your approach toward satisfying the needs of this project.
- Completed Attachment 1
- Completed Exhibits A-E
- Copy of current insurances

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal?

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

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

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

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

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

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

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, 2025

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

PRINTED NAME OF PERSON WHOSE SIGNATURE APPEARS \_\_\_\_\_

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

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

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

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

**SECTION 6. EXHIBITS**

**Exhibit A  
RESPONDENT FACT SHEET**

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

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

Contractor operates and business is classified as:

Sole Proprietor     Partnership     Corporation  
 Government     Fiduciary     Other

Is Contractor:

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

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

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

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

\_\_\_% Disabled                  \_\_\_% Women                  \_\_\_% Black

\_\_\_% Hispanic                  \_\_\_% Asian American                  \_\_\_% Native American

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

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

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

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

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

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

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



### **Standard Definitions**

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) 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: \_\_\_\_\_  
Service Type: \_\_\_\_\_

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

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

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

**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**

### **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 \$200,000), then the General Services Director's decision shall be final.

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

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

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

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

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

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

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

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

**6. Protest and Appeal Procedure**

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

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Signature

---

Print Name

---

Date

## **Exhibit F INSURANCE REQUIREMENTS**

### 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  
SUMMARY OF PROPOSAL COSTS**

No	Services to be Performed	FY 24-25 Cost	FY 25-26 Cost	FY 26-27 Cost	TOTAL All Years
I	Audit of County's Financial Statements				
II	Audit of Santa Cruz County Redevelopment Successor Agency				
III	Audit of Library Financing Authority				
IV	Audit of Library Facilities Financing authority				
V	Audit of S.C. County Sanitation District				
VI	Audit of Schedule of Federal Financial Assistance (Single Audit) **				
VII	Audit of Treasury Compliance (GC 27130 et seq)				
VIII-A	Audit of OCJP Grants (per Grant)				
VIII-B	Audit of Department of Insurance Grants (per Grant)				
VIII-C	Audit of Department of Justice Grants (per Grant)				
	TOTAL COST	\$	\$	\$	\$

PROPOSER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\* = specify number of major programs included in proposal \_\_\_\_\_

Specify \$ per major program above this amount \$ \_\_\_\_\_

## Attachment 2 Summary of County Budget

STATE CONTROLLER SCHEDULES  
COUNTY BUDGET ACT  
JANUARY 2010 EDITION, REVISION #1

SCHEDULE 1

**COUNTY OF SANTA CRUZ  
ALL FUNDS SUMMARY  
FISCAL YEAR 2024-25**

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2024	Decreases to Obligated Fund Balances	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balances	Total Financing Uses
<b>GOVERNMENTAL FUNDS</b>							
GENERAL FUND	45,982,356	1,861,297	821,275,592	869,119,245	864,693,549	4,425,696	869,119,245
SPECIAL REVENUE FUNDS	24,979,385	584,806	149,983,410	175,547,601	157,143,581	18,404,020	175,547,601
LESS THAN COUNTY WIDE FUNDS	8,929,129	155,835	15,347,766	24,432,730	19,757,102	4,675,628	24,432,730
CAPITAL PROJECTS FUNDS	3,180,814		79,121,764	82,302,578	82,302,578		82,302,578
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>83,071,684</b>	<b>2,601,938</b>	<b>1,065,728,532</b>	<b>1,151,402,154</b>	<b>1,123,896,810</b>	<b>27,505,344</b>	<b>1,151,402,154</b>
<b>OTHER FUNDS</b>							
INTERNAL SERVICE FUNDS	0	25,015,711	151,798,039	176,813,750	176,813,750		176,813,750
ENTERPRISE FUNDS	0		51,406,675	51,406,675	41,832,192	9,574,483	51,406,675
SPECIAL DISTRICTS AND OTHER AGENCIES	17,170,372	539,177	27,963,944	45,673,493	45,352,123	321,370	45,673,493
<b>TOTAL OTHER FUNDS</b>	<b>17,170,372</b>	<b>25,554,888</b>	<b>231,168,658</b>	<b>273,893,918</b>	<b>263,998,065</b>	<b>9,895,853</b>	<b>273,893,918</b>
<b>TOTAL ALL FUNDS</b>	<b>100,242,056</b>	<b>28,156,826</b>	<b>1,296,897,190</b>	<b>1,425,296,072</b>	<b>1,387,894,875</b>	<b>37,401,197</b>	<b>1,425,296,072</b>