



# COUNTY OF SANTA CRUZ

General Services Department  
Purchasing Division

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

---

## Request for Proposal (RFP) #24P3-002

FOR

### *Conflict Indigent Defense Services*

Question Deadline	5:00 PM; Pacific time, November 22, 2024 Submit questions by email to Contact Person
Submittal Deadline	<b>5:00 PM, Pacific Time, December 13, 2024</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	Shauna M. Soldate, Senior Buyer Email <a href="mailto:Shauna.Soldate@santacruzcountyca.gov">Shauna.Soldate@santacruzcountyca.gov</a> Phone (831) 454-2526 Fax (831) 454-2710

**TABLE OF CONTENTS**

<b>Section</b>	<b>Section Title</b>	<b>Page(s)</b>
<b>1</b>	<b>Invitation</b>	<b>4</b>
<b>2</b>	<b>Instructions to Respondents</b>	
	2.1 Preparation of Proposal	5
	2.2 RFP Documents	5
	2.3 RFP Process Schedule	5
	2.4 Submission of Proposal	5
	2.5 Public Opening of Proposal	5
	2.6 Multiple Proposals	6
	2.7 Late Responses	6
	2.8 Point of Contact	6
	2.9 On Site Inspection	6
	2.10 Non-Collusion Declaration	6
	2.11 References	6
	2.12 Proposal Evaluation Criteria	7
	2.13 Cost of Service	7
	2.14 Reservations	7
	2.15 Notification of Withdrawal of Proposal	8
	2.16 Interpretation	8
	2.17 Pre-Award Conference	8
	2.18 Execution of Agreement	8
	2.19 Respondent Responsibility and Performance	8
	2.20 Respondent Qualifications	8
	2.21 Addenda	9
	2.22 Proprietary Information	9
	2.23 Protest and Appeals Procedures	9
	2.24 Local Vendor Preference	9
<b>3</b>	<b>Statement of Work</b>	
	3.1. Overview	10
	3.2. General Requirements: Case Overview	10
<b>4</b>	<b>Standard Terms and Conditions</b>	
	4.1 Purpose of Contract	13
	4.2 Term of Contract	13
	4.3 Amendment	13
	4.4 Termination	13
	4.5 Assignment	13
	4.6 Licenses, Permits, and Certifications	13
	4.7 Compliance with Laws	13
	4.8 Acknowledgement	13
	4.9 Inclusion of Documents	13
	4.10 Presentation of Claims	13
	4.11 Off-Shore Outsourcing of Services	14
	4.12 Force Majeure	14
	4.13 Severability	14
	4.14 Controlling Law	14
	4.15 Indemnity and Insurance Requirements	14

<b>Section</b>	<b>Section Title</b>	<b>Page(s)</b>
<b>4</b>	<b>Standard Terms and Conditions (continued)</b>	
	4.16 Default	14
	4.17 Independent Contractor Status	14
	4.18 Equal Employment Opportunity	15
	4.19 Retention and Audit of Records	16
	4.20 Data Security and Privacy- Protected Information	16
<b>5</b>	<b>Official RFP Form</b>	<b>17</b>
<b>6</b>	<b>Attachments and Exhibits</b>	
	Exhibit A Respondent Fact Sheet	19
	Exhibit B Customer References	21
	Exhibit C Designation of Subcontractors	22
	Exhibit D Non-Collusion Declaration	23
	Exhibit E Protest and Appeals Procedures	24
	Exhibit F Insurance Requirements	26
	Exhibit G Local Vendor Preference	28

## **SECTION I. INVITATION**

The County of Santa Cruz invites sealed proposals for Conflict Indigent Defense Services from fully licensed, insured, bonded, certified contractors to furnish all labor, tools, equipment, and incidentals required to provide these 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.

Santa Cruz County is located on the territory of the Amah Mutsun Tribal Band (AMLT). Collectively referred to by many as "Ohlone," the AMLT are the indigenous peoples of the territories ranging from Año Nuevo to the greater Monterey Bay area. Historically comprised of more than 20 politically distinct peoples, the modern tribe represents the surviving descendant families of the indigenous people who survived the Santa Cruz and San Juan Bautista missions. Working the lands known to them as Popeloutchom for millennia, it is the goal of AMLT to restore the Mutsun people and their knowledge to better conserve and protect these lands. For approximately five decades, private contractors provided the County with public defense services, with the County's main public defense services provided by the law firm of Biggam, Christensen & Minsloff since 1975. On July 1, 2022, the County opened its first-ever Public Defender's Office (PDO) as a County-run agency, to provide public defense services for clients that cannot afford representation.

Each year, PDO defends between 6,000 and 10,000 cases. PDO offers community-based whole person defense that is client-centered and pairs zealous advocacy in the courtroom and community with holistic representation and robust community engagement. PDO provides early representation whenever possible, linking clients to defenders soon after arrest to provide release advocacy, early investigation, and links to supportive services.

Our goal for the County of Santa Cruz is for every indigent client, no matter where they fall in the system, to have equal access to holistic representation services. The current indigent defense system includes the PDO, a secondary conflict law firm, and a tertiary conflict panel. This request for proposals (RFP) is for the secondary conflict level of defense.

**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	11/05/2024 11/11/2024
Release RFP	11/04/2024
Question Deadline	11/22/2024
Dissemination of Answers	12/06/2024
Deadline for Submittals	12/13/2024
Tentative Award	January 2025
Contract Negotiation	Jan-Feb 2025
Board Approval of Contract	March 2025

2.4 Submission of Proposal

a. Respondent shall submit one (1) original hardcopy 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 #24P3-002**, addressed to:

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

c. The deadline to submit proposals is **December 13, 2024, 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 for the time and date of opening 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 **December 13, 2024, at 5:00 PM PST**. Respondent will be solely responsible for the timely delivery of his Proposal. Proposals received after the deadline 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.	Quality of the services offered based on contractor qualifications and experience, in accordance with RFP requirements.	30
2.	Past 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.	25
3.	Compliance with RFP requirements, terms and conditions, organization, staff, and any applicable training.	30
4.	Price	10
5.	Locally operated business	05
<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 as applicable. 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.

2.24 Local Vendor Preference

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

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

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 changes in services will be negotiated with the successful bidder based on the hourly rates provided in the accepted proposal.

3.2 General Requirements: Case Overview

- a. The total annual number of cases assigned to conflict counsel anticipated under the agreement are distributed as follows. The total number of new cases per year is estimated to fall between 500 to 600:
  - i. Felonies – Approximately 200
  - ii. Misdemeanors – Approximately 250
  - iii. Violation of Welfare and Institutions Code Section 601 / 602 filings for minors in Juvenile Justice court – Approximately 50
  - iv. Probation Violations / PRCS / Parole – Approximately 125
  - v. Other – Approximately 75 including:
    1. Lanterman Petris Short Act (LPS) cases when a petition for conservatorship has been filed
    2. Conservatorships in probate when the court appoints counsel
    3. Department of Child Support Services (DCSS) Contempt
    4. Sexually Violent Predator (SVP)
    5. Mentally Disordered Offender (MDO)
    6. Post-Conviction Relief Cases [people in prison eligible for resentencing]
    7. CARE Act cases
    8. Writs to the Superior Court in the type of cases described within this RFP
    9. Other matters normally handled by the Public Defender in which the Public Defender's Office has a conflict
- b. Responsibilities of lead attorney / contracting organization
  - i. **Case assignment:** Screen cases and assign cases to attorneys based on experience and skill level.
  - ii. **Training:** Ensure each attorney receives [12 to 15] hours a year of criminal / delinquency specific training, and that defenders of all disciplines receive the training they need to provide, effective, high-quality representation.
  - iii. **Oversight:** Provide oversight and guidance of attorneys and defenders from other disciplines, such as social workers and investigators, to maintain quality representation.
  - iv. **Advancement:** Establish policies to ensure that attorneys are able to develop the skills and experience necessary to take on more serious cases and that defenders of all disciplines develop the skills necessary to work together to defend clients on cases ranging from misdemeanors to capital offenses.
  - v. **Caseloads:** Ensure that attorney caseloads meet ethical standards within the general vision set forth by the County of Santa Cruz Public Defender's Office.

- vi. **Coverage:** Ensure adequate coverage for all courtrooms, including establishing procedures to avoid calendaring conflicts.
  - vii. **Accountability:** Respond to issues and concerns from the county and the court related to the services provided by attorneys and defenders of other disciplines working under the contract.
  - viii. **Stakeholder meetings:** Attend county stakeholder meetings and collaborative courts for the criminal legal system as required.
  - ix. **Ethical conflict protocols:** Separate units, offices or divisions within any proposed organizational structure must have ethical walls that guard against the inappropriate disclosure or sharing of confidential client communications and information or case materials or files related to cases in conflict with each other. Protocols must be established for maintaining separate case files.
  - x. **Vertical representation:** Provide vertical representation whenever possible, with the same attorney representing a client from the start of their case to its conclusion.
  - xi. **Holistic representation:** Employ a holistic defense model that includes access to skilled investigation, social work, client advocacy, and immigration consultation (Padilla).
  - xii. **Early representation:** Provide early access to representation whenever possible.
  - xiii. **Ancillary services:** Provide administrative support, investigative services, and social work services needed to complement attorney staffing levels and support a holistic defense model.
  - xiv. **Collaboration:** Work in alignment with the Public Defender's Office to ensure consistent, effective, high-quality representation for all people who qualify for public defense services.
- c. Minimum Qualifications
- i. **Licensing:** Lead attorney, and all attorneys performing work under this contract, shall be licensed to practice law in the State of California and maintain the license throughout the contract period.
  - ii. **Experience:** Lead attorney must have at least ten years of experience representing individuals charged with crimes, with at least five years representing primarily clients charged with felonies. Lead attorney must provide the number of jury trials litigated to verdict for misdemeanors and felonies and any juvenile delinquency experience.
  - iii. **Indigent Defense Plan:** Written experience requirements for attorneys representing clients under the contract to be provided in an indigent defense plan within 90 days of the contract's inception.
- d. Organizational Models to be considered
- i. Staffed law firm. Organization that administers one or more separate units, as well as subcontractors, to provide representation to multiple individuals charged with crimes.
  - ii. Individual private attorneys.

- e. Types of cases under the scope of work
  - i. Represent all persons deemed indigent and who are charged with the following offenses in the county or facing involuntary commitment, provided that the attorneys do not have an ethical conflict and have not reached unacceptable caseload numbers under ethical rules:
    - 1. Felonies
    - 2. Misdemeanors
    - 3. Violation of Welfare and Institutions Code Section 601 / 602 for minors in Juvenile Justice court
    - 4. Probation /Parole/ Post Release Community Supervision (PRCS) Violations
    - 5. Other types of cases:
      - a. Lanterman Petris Short Act (LPS) cases when a petition for conservatorship has been filed
      - b. Conservatorships in probate when the court appoints counsel
      - c. Department of Child Support Services (DCSS) Contempt
      - d. Sexually Violent Predator (SVP)
      - e. Mentally Disordered Offender (MDO)
      - f. Post-Conviction Relief Cases [people in prison eligible for resentencing]
      - g. CARE Act cases
      - h. Other matters normally handled by the Public Defender's Office in which the Public Defender declares a conflict.
    - f. Data reporting
    - i. Contractor shall provide the County with a quarterly report of services rendered during the previous calendar quarter, which shall include:
      - 1. Number of new cases by attorney, date and case type
      - 2. Number of open/active cases by attorney and case type
      - 3. Number of cases closed by attorney and case type
      - 4. Attorney work and litigation conducted during the quarter:
        - a. Number of jury trials conducted by attorney, including case type and outcome
        - b. Number of preliminary hearings conducted by attorney
        - c. Number of motions to suppress filed by attorney
        - d. Number of Penal Code 995 motions filed by attorney
        - e. Number of investigative requests filed by attorney
        - f. Number of holistic referrals to social workers/client advocates made by attorney
        - g. Number of filed by expert requests by attorney
      - 5. Number of Marsden motions requested by clients both orally and in writing, by attorney
      - 6. Number of cases for which the contractor has declared a conflict.
      - 7. Staffing lists, including the names of all staff and subcontractors serving as attorneys, investigators, social workers and administrative staff through the contract.
      - 8. Training records and training attendance logs for attorneys.

**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 06/30/2028 with two 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 be become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

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

4.11 Off-Shore Outsourcing of Services

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

4.12 Force Majeure

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

4.13 Severability

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

4.14 Controlling Law

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

4.15 Indemnity and Insurance Requirements

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

4.16 Default

- a. In addition to its remedies under paragraph 10.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
  1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
  2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 10.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

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

b. Principal Test:

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

c. Secondary Factors:

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

4.18 Equal Employment Opportunity

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

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

4.19 Retention and Audit of Records

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

4.20 Data Security and Privacy – Protected Information

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

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



**SECTION 5. 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 #23P3-002. 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.
- Completed & Signed Official Proposal Form
- Services offered with complete description per Section 3, Scope of Work.
  - Describe how you will provide quality representation, and what factors you would consider when setting maximum levels for attorney caseloads.
  - Highlight your experience providing criminal representation to indigent persons. Discuss whether you have worked in an institutional public defender office or have provided contract indigent defense services previously.
  - Provide the number of misdemeanor and felony jury trials you have completed to verdict. Describe your motions practice.
  - Discuss the training and experience of any attorneys who would be assigned as subcontractors. You may include resumes.
  - Discuss your management and organizational highlights and how the management structure for the delivery of these services would take place.
  - Discuss how you would handle conflicts of interest.
  - Describe what legal research platform you will provide for your attorneys.
  - Discuss what your plans are for providing your staff with office and meeting space in the county.
  - Describe what you plan to do to ensure your attorneys and staff are properly trained on new developing laws.
- Provide cost for the proposed services. Itemize costs so that legal representation and ancillary services, such as administrative support, investigative services, and social services, are shown as separate line items in your proposal. Detail any other proposed services, personnel or operational costs you feel are necessary to provide indigent defense services.
- Proposed Budget
- Provide resumes of project team that would be assigned to this project.
- At least two letters of recommendation.
- Completed Exhibits A-E
- Completed Exhibit G, if applicable

---

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

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

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

---

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

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

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

---

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

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, 2024

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

PRINTED NAME OF PERSON 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.

---

Signature

---

Print Name

---

Date

## **Exhibit F Insurance Requirements**

### Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, 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.

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: \_\_\_\_\_