



# 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) #24P3-004

FOR

### *Santa Cruz County ABIS Project*

**Mandatory  
Pre-Proposal  
Web Conference**

10:30 AM, Pacific time, December 18, 2024  
(Location and instructions for meeting Contact Person)

Question Deadline

5:00 PM; Pacific time, January 10, 2025  
Submit questions by email to Contact Person

Submittal Deadline

**5:00 PM, Pacific Time, February 07, 2025**  
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, Purchasing & Logistics Manager  
Email: [Shauna.Soldate@santacruzcountyca.gov](mailto:Shauna.Soldate@santacruzcountyca.gov)  
Phone (831) 454-2526  
Fax (831) 454-2710

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<b>SECTION I. INVITATION</b>
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The County of Santa Cruz invites sealed proposals for one or multiple ABIS components from fully licensed, insured, bonded, certified contractors to furnish all labor, tools, equipment, and incidentals required to provide the requested components 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.

The County is requesting proposals for one or multiple ABIS components. Respondents can provide the proposed solutions as cloud-based, on-premises, or a combination of both. If the respondent can offer multiple components, please ensure they are offered separately and not integrated into one system. It's important to explicitly consider interoperability and take a holistic approach to ABIS. The components will be evaluated based on their individual compliance with the requirements, regardless of their infrastructure.

The County will request additional information and schedule a Vendor Presentation to initially top-ranked respondents to assess compliance with County infrastructure requirements.

The individual components of the ABIS up for consideration are:

- AFIS – (replacement) All tenprint/palm print, finger/palm latent transactions (including core system processing and database).
- Web Archive – (replacement) A web-accessible database repository of Tenprint/palmprint records, Finger/Palm Latents, and associated data.
- Transaction Manager – (replacement) A web-accessible tool to report the status of tenprint processing interfaces.
- Cardscan – (replacement) An Application using a flatbed scanner to add tenprint/palmprint records to ABIS.
- Latent Case Management – (enhancement) A separate application to manage and process finger/palm latents.

All proposals must include End User Training and Admin Training for County support staff to provide first-level support for each component proposed.

**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	12/03/2024 12/10/2024
Release RFP	12/03/2024
<b>Pre-Proposal Web Conference</b>	12/18/2024
Question Deadline	01/10/2025
Dissemination of Answers	01/24/2025
Deadline for Submittals	02/07/2025
Top-Ranked Vendor Presentations	March 2025
Tentative Award	March-April 2025
Contract Negotiation	April-May 2025
Board Approval of Contract	June 2025
Contract Start	07/01/2025

b. Pre-Proposal Web Conference

Proposers must attend the Mandatory Pre-Proposal Web Conference on December 18, 2024 at 10:30 AM. To receive a link to the Pre-Proposal Web Conference, vendor must contact [Shauna.Soldate@santacruzcountyca.gov](mailto:Shauna.Soldate@santacruzcountyca.gov) by December 17, 2024 at 5:00 PM, Pacific time to receive an invitation link. No minutes will be recorded.

During the Pre-Proposal Web Conference, County representatives will attempt to answer questions that can be immediately answered; however, verbal responses made at the Pre-Proposal Web Conference will be non-binding on County. To formalize, Proposer must submit questions in writing to the Buyer following the Pre-Proposal Web Conference. The Buyer will disseminate written questions and answers in the form of an addendum.

2.4 Submission of Proposal

a. Respondent shall submit one (1) hardcopy original signed in blue ink and marked "ORIGINAL" and (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 #24P3-004**, 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 **February 07, 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 **February 07, 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 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 Respondents that offer the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

<b>Evaluation Criteria</b>		<b>Points</b>
<b>Note: Separate Evaluation to be Completed Per Component Submitted</b>		
1.	Level of quality and performance of the services offered based on contractor qualifications and experience, in accordance with RFP requirements.	<b>25</b>
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.	<b>15</b>
3.	Compliance with RFP requirements, technical specifications, terms and conditions, organization, staff, and any applicable training.	<b>30</b>
5.	Price	<b>10</b>
6.	Top Ranked Vendor Presentations	<b>20</b>
	<b>Total</b>	<b>100</b>

B. A committee designated by the County 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 completion of work and acceptance by the County. 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 components as specified herein to the contractor that can provide the best overall solution.

If your firm is capable of providing most services, but not all, you may bid on as many components as possible or offer these components from subcontractors.

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.

All costs incurred by the bidder in preparing and submitting a proposal in response to this Request for Proposal (RFP), including any costs related to presentations, interviews, or follow-up discussions, shall be the Bidder's sole responsibility. Under no circumstances will the county reimburse such costs, and the County shall not be liable for any expenses incurred by Bidders during the RFP process.

The County is modernizing and replacing/enhancing parts of its currently deployed Automated Biometric Identification System (ABIS).

The scope of this project calls for solutions that replace or add the following components to the legacy ABIS environment:

- **AFIS – (replacement)** All tenprint/palm print, finger/palm latent transactions (including core system processing and database).
- **Web Archive – (replacement)** A web-accessible database repository of Tenprint/palmprint records, Finger/Palm Latents, and associated data.
- **Transaction Manager – (replacement)** A web-accessible tool to report the status of tenprint processing interfaces.
- **Cardscan – (replacement)** An Application using a flatbed scanner to add tenprint/palmprint records to ABIS.
- **Latent Case Management – (enhancement)** A separate application to process finger/palm latents

The proposal shall include End User Training and training for county support staff to provide first-level support for each component.

#### 3.2 General Requirements

##### 3.2.1 Project Statement of Work

The Bidder shall describe its understanding of the County requirements as it translates to implementing the components offered. The Bidder shall address methodology and tools, assumptions, risks, applicable standards, deliverables, and deliverable content. In this section, the bidder shall provide the requested plans in their proposal response to the SOW per the response instructions provided in Section 5 of this document.

3.2.2 Draft Implementation Plan

The proposal must include a detailed Implementation Plan that outlines the step-by-step approach to deploying the integration or replacement of ABIS component(s). This plan should cover all critical phases, such as system configuration, customization, integration, testing, and deployment, with clear timelines and responsible parties identified for each stage. The plan must specify the technical and human resources required at each phase, detail the training and support strategies for end-users, and include a comprehensive change management process to ensure smooth adoption. The Implementation Plan should also address contingency measures for potential issues during the rollout and provide a clear strategy for transitioning from the legacy system to the new system, minimizing downtime and operational disruption.

3.2.3 Draft Project Plan

The proposal should encompass a comprehensive Project Plan delineating the project's objectives, key deliverables, and a detailed timeline spanning from project initiation to closure. This plan should articulate project milestones, dependencies, and resource allocation. Additionally, it should encompass a governance structure and contingency plans to address potential setbacks. This fundamental document will serve as a roadmap for the project's implementation and will be refined in collaboration with the project team post-approval.

3.2.4 Risk Management

In the proposal, bidders must outline a comprehensive risk management strategy detailing methodologies for identifying, assessing, and mitigating risks throughout the project lifecycle. This strategy should include clear roles and responsibilities, preventative measures to avoid risks, corrective actions for managing materialized risks, and regular monitoring and reporting mechanisms. Bidders are expected to provide a Risk Management Plan, Risk Register, periodic Risk Assessment Reports, and a final Risk Review Report. Evidence of successful risk management in previous projects of similar scope should be included to demonstrate capability and experience.

3.2.5 Draft Conversion & Mitigation Plan

Bidders must submit a detailed Data Conversion and Migration Plan that outlines the processes for accurately transferring all legacy data to the new system. This plan should include comprehensive mapping of all data fields, identification of data cleansing requirements, and a clear strategy for data validation to ensure data integrity post-migration. The plan must also specify timelines, tools, and technologies used, along with step-by-step procedures for data extraction, transformation, and loading (ETL). Risk mitigation strategies for data loss and corruption during migration should be outlined, and the plan should detail a rollback strategy to ensure business continuity in the event of a migration failure. Bidders are also expected to provide a testing and validation phase post-migration to confirm data accuracy and completeness. AFIS data will be provided to the bidder in standard NIST formats according to CAL-DOJ livescan specifications with enhancement to minimize data conversion.

3.2.6 Staffing

In this Implementation plan, the contractor must identify the contractor's staff and their roles and responsibilities. Each Staff member must meet the following criteria:

- Minimum experience in successfully implementing 3 similar-sized ABIS Systems within the last 10
- References for these projects per person
- Full resume
- Pass a background check
- Provide a valid CJIS certificate or obtain one before the project starts.

3.2.7 Roles and Responsibilities

All roles and responsibilities shall be identified and will be documented in a matrix. Preferably, this is a RACI matrix. When responding, the county's roles and responsibilities must be clearly defined and designated as "County." As a part of the Roles and Responsibilities section, the response shall include a communication plan.

After the contract is established, the roles and responsibilities and the communication plan will be updated with the county's information.

3.2.8 Assumptions and Constraints

Please list all assumptions and constraints you have identified, ensuring that they overlap with your RISK register in the Risk Management section.

3.2.9 Service Level Agreement

After implementing the different ABIS components, the Bidder shall describe its understanding of the County's Service requirements and shall describe the services to be provided, the level of service, assumptions, risks, applicable standards, deliverables, and deliverable content. The Bidder shall, in this section, provide their proposal response to the Service Level Agreement with a response including the matrix as provided in the Liquidate Damages for Service Level Agreement sections of [Attachment 1: Additional Terms and Conditions](#) a copy of the matrix is provided below.

Level	Severity	Severity Definition	Detailed Description	Example(s)	Response Time	Accrue from Initial Call
1	Critical	full system outage, or Tenprint processing is not completing	Problems that cause a total failure of the system or any functionality that prohibits any tenprint transaction from being timely completed, for which there is no workaround available.	The system is completely down. Not processing any transactions. Tenprint transactions are processed but the transaction return from CAL-DOJ is not being processed and therefore the JMS does not have the photos and the CI/SD in their system. Mobile ID results are not returning to the capture device.	1 Hour	24 hours (1 day)
2	Major	Partial system outage or major impact on system usability.	Problems that cause a total failure of the critical system component (unscheduled) and not related to tenprint processing, for which there is no workaround available.	Critical functionalities of the ABIS are not available like seal and or deletion can't be processed, and interfaces with other ABIS system components are not functioning.	1	48 hours (2 days)
3	Significant	Significant impact on usability of the ABIS components.	Problems that cause a significant impact on any of the ABIS components' performance Short term workaround is available	Multiple workstations are completely inoperable, the Latent interface is not operable, and the system response time is not meeting contractual obligations.	1	72 hours (3 days)
4	Medium	Moderate impact on usability	Problems that cause a moderate impact on users. System functionality performance is degraded and affects productivity but a temporary workaround is available.	ABIS component is not functioning within the designed specifications.	1	168 hours (7 days)
5	Low		Problems that cause little to no impact on the productivity of the user, system performance or functionality.	Inconvenient unclear messages, Software bugs, or intermittent problems	1	1152 hours (4 weeks)

3.2.10 Technical Requirements

Please review [Attachment 2: ABIS Component Technical Requirements Instructions](#). Once you have reviewed this document, complete the Excel workbook for the component(s) that you wish to bid on. These workbooks can be downloaded starting on Page 33 and are labeled by component type in Attachments 3-7.

- [Attachment 3: AFIS Technical Requirements](#) [Page 33](#)
- [Attachment 4: Archive Technical Requirements](#) [Page 34](#)
- [Attachment 5: Transaction Monitor Requirements](#) [Page 35](#)
- [Attachment 6: Cardscan Requirements](#) [Page 36](#)
- [Attachment 7: LCM Requirements](#) [Page 37](#)

3.2.11 Cost Response

Complete the cost matrix provided in each Excel workbook for the component(s) you wish to bid on.

Each Bidder must provide a complete Excel workbook for each offered solution. The workbooks will contain requirements for individual components and high-level questions regarding the infrastructure. After the products are selected, the bidders will be asked for more details regarding the offered infrastructure.

**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 for implementation of components through completion of work and acceptance by the County, with the option of entering into an annual SLA with ten 1-year extensions following acceptance. Any extension to the Agreement shall be agreed to in a signed writing by each of the parties in order to be effective and binding on the parties.

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 #24P3-004. 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:	

**Applicable Components**

**Select components that are included with the proposal response.**

<input type="checkbox"/>	<b>AFIS – (replacement)</b> All tenprint/palm print, finger/palm latent transactions (including core system processing and database).
<input type="checkbox"/>	<b>Web Archive – (replacement)</b> A web-accessible database repository of Tenprint/palmprint records, Finger/Palm Latents, and associated data.
<input type="checkbox"/>	<b>Transaction Manager – (replacement)</b> A web-accessible tool to report the status of tenprint processing interfaces.
<input type="checkbox"/>	<b>Cardscan – (replacement)</b> An Application using a flatbed scanner to add tenprint/palmprint records to ABIS.
<input type="checkbox"/>	<b>Latent Case Management – (enhancement)</b> A separate application to process finger/palm latents.

**Respondent shall include one each of the following per Submittal:**

- Letter of Transmittal with information regarding your company and a statement of qualifications to provide the services required.
- Executive Summary
- Section 5: Official Proposal Form completed, signed, and checked off.

**Respondent shall include separate submissions of the following for each Component proposal:**

- Statement of Work, listing the Component Name proposed at the top of the page.
- Draft Implementation Plan
- Draft Project Plan
- Comprehensive Risk Management Strategy
- Data Conversion and Migration Plan
- Any applicable certifications related to implementation of the selected Component. (Example: ISO certification)

- Staffing Implementation Plan
  - Minimum experience in successfully implementing 3 similar-sized ABIS Systems within the last 10 years
  - References for these projects per person
  - Full resume
  - Ability to pass a background check
  - Provide a valid CJIS certificate or obtain one before the project starts.
- RACI matrix for Roles and Responsibilities
- Provide a list of assumptions and constraints, insuring they overlap with the RISK register in the risk management section.
- Provide detailed plan for End User Training and training for County support staff to provide first-level support.
- Copy of Company Service Level Agreement.
- Completed Exhibits A-E
- Bill of Materials per Technical Requirements Workbook. PDF version required for submittal.
- Network Topology. PDF version required for submittal.
- System Topology. PDF version required submittal.
- Completed Cost Response & Technical Requirements Workbook as applicable per below. Excel version required for submittal.
  - Attachment 3: [AFIS Technical Requirements](#)
  - Attachment 4: [Archive Technical Requirements](#)
  - Attachment 5: [Transaction Monitor Requirements](#)
  - Attachment 6: [Cardscan Requirements](#)
  - Attachment 7: [LCM Requirements](#)

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.

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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 WHO'S SIGNATURE APPEARS \_\_\_\_\_

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

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

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

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

<b>SECTION 6. EXHIBITS</b>
----------------------------

### 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 and 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**  
**Additional Terms and Conditions**

**Liquidated Damages for the Contract**

In the event of a delay in the project execution by the Contractor of thirty (30) days or greater beyond the scheduled milestones and timelines as provided in the agreed-upon project schedule as agreed to and attached to this contract, the County will suffer actual damages that will be impractical or extremely difficult to determine. The bidder agrees that the sum of **\$1,000.00 (one thousand dollars) per calendar day** for each day of delay beyond scheduled milestones and timelines is not a penalty but a reasonable estimate of the loss that the County will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded.

The County may deduct a sum representing the liquidated damages from any money due to the Contractor under this Agreement. Such deductions shall not be considered a penalty but rather agreed-upon monetary damages sustained by the County because of the Contractor's failure to furnish deliverables to the County within the time fixed or such extensions of time permitted in writing by the County. In the event of a delay due to circumstances caused by the County, the delay will be added to the schedule, and the associated damage will be the loss of the County. Thus, if the County causes the delay, the costs for the County due to this delay will be covered/incurred by the County. The parties will notify each other in writing (email) of any of the delays, and the County will notify the Contractor if they seek liquidated damages.

**Liquidated Damages for Service Level Agreement:**

By entering into this Agreement, the Contractor agrees that in the event the Services are delayed beyond the scheduled timelines as provided in the schedule below, the County will suffer actual damages that will be impractical or extremely difficult to determine. The Contractor agrees that the sum of **\$1,000.00 (one thousand) per calendar day** for each day of delay beyond scheduled accrual time is not a penalty but a reasonable estimate of the loss that the County will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded.

The County may deduct a sum representing the liquidated damages from any money due to the Contractor under this Agreement. Such deductions shall not be considered a penalty but rather agreed-upon monetary damages sustained by the County because of the Contractor's failure to furnish deliverables to the County within the time fixed or such extensions of time permitted in writing by the County. The damages will be automatically accrued unless specifically waived by the County in writing.

Level	Severity	Severity Definition	Detailed Description	Example(s)	Response Time	Accrue from Initial Call
1	Critical	full system outage, or Tenprint processing is not completing	Problems that cause a total failure of the system or any functionality that prohibits any tenprint transaction from being timely completed, for which there is no workaround available.	The system is completely down. Not processing any transactions. Tenprint transactions are processed but the transaction return from CAL-DOJ is not being processed and therefore the JMS does not have the photos and the CII/SID in their system. Mobile ID results are not returning to the capture device.	1 Hour	24 hours (1 day)
2	Major	Partial system outage or major impact on system usability.	Problems that cause a total failure of the critical system component (unscheduled) and not related to tenprint processing, for which there is no workaround available.	Critical functionalities of the ABIS are not available Like seal and or deletion can't be processed, and interfaces with other ABIS system components are not functioning.	1	48 hours (2 days)
3	Significant	Significant impact on usability of the ABIS components.	Problems that cause a significant impact on any of the ABIS components' performance Short term workaround is available	Multiple workstations are completely inoperable, the Latent interface is not operable, and the system response time is not meeting contractual obligations.	1	72 hours (3 days)
4	Medium	Moderate impact on usability	Problems that cause a moderate impact on users. System functionality performance is degraded and affects productivity but a temporary workaround is available.	ABIS component is not functioning within the designed specifications.	1	168 hours (7 days)
5	Low		Problems that cause little to no impact on the productivity of the user, system performance or functionality.	Inconvenient unclear messages, Software bugs, or intermittent problems	1	1152 hours (4 weeks)

Attachment 2  
ABIS Component Technical Requirements Instructions

### Technical requirements instructions

These instructions are for all Requirement Documents in the Excel workbook attachments.

- a. Attachment 3: AFIS Requirements
- b. Attachment 4: Web Archive Requirements
- c. Attachment 5: Transaction Manager Requirements
- d. Attachment 6: Cardscan Requirements
- e. Attachment 7: Latent Case Management Requirements

Each Technical Requirements Workbook has the following sheets.



<b>Instructions:</b>	Summary of the structure of the document.
<b>Cost:</b>	The cost of the implementation and the 10-year support and maintenance.
<b>References:</b>	References that have this feature in their implementation of the product.
<b>&lt;COTS Implementation Requirements:</b>	Requirements for the Santa Cruz implementation of your product.
<b>Development:</b>	Development for requirements that are not COTS and need to be developed to meet a requirement.
<b>Infra Response Matrix:</b>	List of infrastructure components needed for the implementation.
<b>AFIS Info:</b>	Information regarding AFIS Requirements.
<b>TOTs:</b>	Information regarding Type of Transactions.

**Click on this image to download the document.**

Attachment 3  
AFIS Technical Requirements

**[Click here to download the Excel File](#)**

Attachment 4  
Archive Technical Requirements

**[Click here to download the Excel File](#)**



Attachment 5  
Transaction Monitor Requirements

**[Click here to download the Excel File](#)**

Attachment 6  
Cardscan Requirements

**[Click here to download the Excel File](#)**

Attachment 7  
LCM Requirements

**[Click here to download the Excel File](#)**