



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

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

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

BOB WATSON, DIRECTOR

March 27, 2002

Agenda: 'April 9, 2002

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Request for Proposal: 701 Ocean Street Cafeteria and Food Concessions Services

Members of the Board:

The General Services Department was directed by your Board to return today with an appropriate Request for Proposal (RFP) providing for the management and operation of the Government Center cafeteria, atrium coffee cart and vending machines. Presently, these food concessions services are operating under an interim agreement between the County and a private vendor following the change in contracted services with the State of California last year.

The attached RFP details the County's expectations for service. Similar to the agreement previously in place with the State of California, the County provides the site, utilities and equipment for the cafeteria and food concessions operations. The RFP seeks a qualified person or organization to manage and operate all of the 701 Ocean Street food concessions services. Compensation to the County for this business opportunity is six per cent of the gross revenue, which will be set aside in the plant budget for future cafeteria improvements (i.e. equipment replacement and maintenance, and physical plant upgrades).

Responses from proposers are due to General Services no later than May 7, 2002. Following an evaluative assessment by a customer group convened by General Services, staff anticipate returning to your Board with a contract recommendation on or before June 11, 2002.

It is therefore **RECOMMENDED** that your Board accept this report on the issuance of a Request for Proposal providing for the management and operation of the Government Center cafeteria, atrium coffee cart and vending machines, and direct the General Services Department to return on or before June 11, 2002 with a recommendation for contract award.

Very truly yours,

Bob Watson
General Services Director

RECOMMENDED:

Susan Mauriello
County Administrative Officer



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: (831) 454-2123

RFP# S3009

**REQUEST FOR PROPOSALS FOR: Cafeteria and Food Concession services
 at 701 Ocean Street, Santa Cruz**

DEADLINE FOR SUBMITTAL: Tuesday, May 7, 2002, 5:00 p.m.

SECTION I REQUEST FOR PROPOSALS

The County of Santa Cruz invites sealed proposals for services of a fully qualified and insured contractor to provide all labor, tools, and incidentals required for the management and operation of the cafeteria, atrium coffee cart and vending machines (□food concessions(s)□ located at the County Government Center, 701 Ocean Street, Santa Cruz, CA as food services facilities for the benefit of County employees and the public.

All proposals shall be in accordance with specifications, notes, plans, requirements, instructions and conditions contained in or attached to this request. All proposals must be on forms provided, and signed by an authorized officer of the proposer's firm. Sealed proposals will be received at the office of the County Purchasing Agent, Rm. 330, 701 Ocean Street, Santa Cruz, CA 95060, only until 5:00 p.m. on Tuesday, May 7, 2002.

Note: Three (3) copies of all proposals and supporting information and documentation must be submitted.

The County of Santa Cruz reserves the right to reject any/or all offers, to waive any informality or irregularity in any offer, and reserves the right to make any award, as determined most advantageous to the County, price and other factors considered.

A mandatory walkthrough is scheduled for Monday, April 22, 2002 at 5:00 p.m. At that time, all interested contractors should meet at the basement cafeteria at 701 Ocean Street, Santa Cruz, CA.

SECTION II SPECIAL REQUIREMENTS AND INSTRUCTIONS

A. Any questions or requests for clarifications concerning site conditions or the work shall be directed to Nancy Gordon, Deputy Director, General Services at fax (831)454-2710, email nancycg@co.santa-cruz.ca.us, or phone (831)454-2714.

B. Delivery of successful services is important and will be considered in evaluation. The contractor to whom an award is made will be required to coordinate work with designated County representatives.

C. Contractor shall furnish insurance certificates and licenses in accordance with the agreement's requirements immediately upon Notice of Award by County Purchasing. Coverages must satisfy County Risk Manager.

SECTION III SCOPE OF WORK, WORK REQUIREMENTS AND SPECIFICATIONS

This synopsis is intended only to be a survey of terms and is in no way to be considered all of the terms and conditions required by the County in the awarded agreement, which should be consulted for complete terms and conditions (sample copy attached).

A. Contractor's Duties

1. Contractor agrees to manage and operate the County's cafeteria, atrium coffee cart and vending machines ("food concessions(s)") located at the County Government Center, 701 Ocean Street, Santa Cruz, CA as food services facilities for the benefit of County employees and the public.
2. Contractor has the exclusive right to the use of the food concessions and to all related equipment owned by County. County reserves the right to use the Cafeteria during non-cafeteria operation hours for County business.
3. Contractor shall keep the food concessions and all related equipment and furniture in a safe, clean and sanitary condition. County has the right at any time to inspect all County facilities and equipment used or occupied by Contractor.
4. Contractor is responsible for complete janitorial service and furnishing of all custodial supplies in the contract related to the food concessions premises. Supplies utilized will be in accordance with applicable County standards.
5. Contractor is responsible for the telephone services to the premises. County will maintain an internal phone on the premises for use of staff.
6. Contractor shall deposit at least daily all refuse and /or garbage resulting from the food concession operations in designated County containers. Contractor is responsible for arranging pick up of applicable waste products (i.e. cooking waste products such as used cooking oils) by an appropriate vendor.
7. Contractor shall be an independent agent and shall not be an employee of the County, nor shall any County employee(s) be employed by Contractor. Contractor shall provide a sufficient number of qualified management and non management employees to operate the food concessions, including a full time, on site manager. The qualifications and performance of the manager shall be subject to the County's approval. All personnel employed by Contractor shall at all times and for all purposes be deemed solely Contractor's employees. Contractor shall employ at least two (2) persons certified in food safety on staff during the term of the agreement.
8. Contractor shall maintain an adequate and reasonable supply and inventory of food, supplies and beverages necessary to operate the food concessions in an efficient manner and shall offer for sale only first-grade food stuffs. No alcoholic beverages are allowed for sale. Recyclable supply products will be utilized as feasible.
9. Contractor and their agents and employees shall at all times comply with and abide by all rules and regulations heretofore adopted or that may hereinafter be adopted by the County Board of Supervisors. Contractor agrees to prepare foods per standards in the food service industry and any methods of food preparation shall be subject to review of County's agents for obnoxious odors, burdens on the building's air handling system or other issues related to health, safety, quality or

environmental concerns.

10. Contractor agrees to obtain and maintain all necessary licenses and permits during the term of the agreement for the operation of the food concessions, and further agrees to comply with all Federal, State, County and City laws, ordinances, rules and regulations governing and applicable to such operations.

11. The County Auditor Controller will perform an annual audit of the Contractor's gross receipts, taxes, deposits and sales tax reports at the sole expense of the Contractor. The County may also perform periodic unannounced cash counts, at the sole expense of the Contractor, in order to assure proper use of the cash register.

County also reserves the right to audit all operating statements. Contractor shall submit operating statements to the General Services Department in a format mutually agreed upon. Contractor shall maintain its books and records in accordance with generally accepted accounting principles.

12. Contractor shall administer and provide results of an annual customer satisfaction survey to County no later than January 1st of each contract year following contract implementation.

13. Contractor shall not have the right to operate or promote any other type of business, other than food services related business, without the prior written consent from the General Services Department. Contractor shall agree to conduct any and all food and beverage related services in such a manner so as not to create a conflict of interest with other County operations.

14. Should the County determine that the food services provided under this agreement and scope of services are no longer necessary or desired by the County, the County shall endeavor to provide at least sixty (60) days advance written notification of this fact to the contractor and at the end of the sixtieth day following such notifications this agreement shall become null and void.

15. The County is authorized to revoke this agreement at any time for a violation of its conditions or for cause.

B. County Duties

1. County shall provide the space, utilities and equipment needed to operate the food concessions.

2. County shall empty recycling bins and provide routine floor maintenance of the floor in the cafeteria, including stripping and waxing semi annually.

3. County will be responsible for maintaining information regarding food concessions operation on County intranet site, and will assist Contractor in distribution of materials related to internal promotion and publicity of the food concessions programs.

C. Mutual Duties

1. County and Contractor shall mutually agree upon hours of operation, pricing of food offered and menu. Disputes arising regarding these issues shall be decided by County and shall be binding on Contractor.
2. All food, drinks, and other articles served under the agreement and offered for sale shall be subject to the approval of the General Services Department, who may direct that any such items be or not be offered for sale. With the written approval of the General Services Department, prices for operations shall be set by Contractor, provided that such prices are within the range of prices in the community for the same or similar operations at similar establishments and/or consistent with the cost of providing services to the public.

COUNTY COMPENSATION

It is not the intent of the County to profit from sales made through the Government Center food concessions. Prices for the merchandise should be as reasonable as possible to permit access to County staff and visitors.

Contractor shall provide a detailed accounting of all food concessions service activities generated on a monthly basis. The County's portion of gross revenue shall be 6% of the gross revenue.

Contractor shall pay County its portion of gross revenues within thirty (30) days after each month. Contractor is responsible for providing financial documentation to County of monthly revenue with payment.

The County's portion will be set aside in an ongoing fund to provide for replacement and upgrade of equipment, maintenance of County equipment, and other plant modifications. County shall at its sole discretion, purchase new food service equipment and replace worn, County owned equipment.

The financial terms of this agreement shall be adjusted, by mutual agreement of the parties, to reflect changes in Contractor's costs and expense resulting from any changes in County's policies and practices, or changes in applicable federal or state laws.

The terms of any agreement awarded as a result of this proposal will run through June 30, 2006, renewed annually for a period not to exceed the four years, based on continued receipt of satisfactory services and merchandise from the Contractor. Following the initial four year term, this agreement may be renewed annually for two additional one (1) year terms with the mutual consent of both parties.

SELECTION PROCESS AND METHOD OF AWARD

Proposals will be evaluated on the basis of:

- Proposer's ability to successfully perform work (including demonstrated ability to perform similar work, qualifications of proposer, submitted references, and proposal questionnaire).
- Proposer's business plan (including submitted sample menu and standard operating procedures)

All proposals submitted will be analyzed and reviewed by a committee convened by the County. This committee will make a recommendation to the General Services Director for the best responsible proposer. The final recommendation of the contract will then be presented by the General Services Department to the County Board of Supervisors for award.

The County reserves the right to reject any and/or all proposals, and to waive minor defects or irregularities in any proposal submitted at its discretion.

SECTION IV GENERAL REQUIREMENTS AND INSTRUCTIONS

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A. Exceptions and/or deviations

No exceptions to or deviations from minimum requirements, instructions, or conditions will be considered UNLESS such exceptions or deviations are specifically noted by the proposer on the request form, and accompanied by a detailed statement completely and clearly defining the exceptions and/or deviations. Any exceptions or deviations from technical requirements must be approved in writing by the Deputy Director of General Services.

B. Preparation of Proposals

1) Proposers are expected to examine all plans, specifications, instructions and conditions contained in this request, and furnish all information required. Failure to do so will be at the proposer's risk.

2) **All** questions, clarifications, pertaining to proposal specifications, and suitability shall be directed to person(s) stated in Section II, **A**.

3) Oral communications of County officers or employees concerning this request shall not be binding on the County, and shall in no way excuse the proposer of his obligations as set forth in the written request.

4) Proposal shall be accompanied by a list of references, as explained in Section III: Scope of Work, Work Requirements and Specifications.

5) Requests for clarifications or modifications to request must be received in writing by the Deputy Director of General Services, at least 7 days prior to the time set for opening, to allow for publishing of any addenda determined by the County to be necessary.

6) It is the proposer's responsibility to check all figures in their offer carefully, and to be familiar with any requirements, proposal specifications and plans, instructions, and conditions, and shall not, after submission of their proposal, dispute or complain of such installation requirements, specifications, plans, requirements, instructions, or conditions.

C. Withdrawal of Proposals

Proposals may be withdrawn by written or facsimile notice prior to the time set for opening. No proposer may withdraw their offer for a period of sixty (60) days after the opening thereof, and prices shall remain firm during that period.

D. Evaluation of Proposals

All offers will be evaluated by the County for responsiveness, accuracy, and quality. The General Services Department will be the sole judge as to technical acceptability of any proposal offered. During the evaluation, the County may desire the presence or availability of a proposer's representative to answer specific questions orally, or in writing, or to provide sample products.

E. Award of Contract Bond and Insurance Certificate Requirement

Any award will be made or proposals rejected by the County as soon as possible after opening. The successful proposer will be notified of award and will be required to complete contract documents and furnish proper certificates of insurance.

F. Collusive or Sham Offers

No person, firm or corporation shall make or file or be interested in more than one offer for the same work except so far as alternate offers may be called for, nor shall any person, firm or corporation submit a collusive or sham offer, per se, directly or indirectly, to induce any other proposer to submit such an offer, or to refrain from proposing, or seek in any way to fix the offer or any portion of the offered price, in order to secure an advantage against the owner or any person interested in a proposed contract. However, a person, firm, or corporation submitting a subproposal to a proposer or quoting prices on materials for a proposer, is not, hereby disqualified from submitting subproposals or quoting prices to other proposers.

G. All terms, or portions thereof, listed in the County's Instructions and Conditions, (a copy of which is attached as part of this request), not otherwise covered in this Request, will be considered a part of any award made, subject thereto.

H. Should any bidder intend to vary from the equipment or other specifications of this Request, they shall furnish with their proposal, complete specifications describing exactly what they propose

to furnish. Proposer shall call attention to and explain fully in writing any variance from the County specifications . Unless any variances are so stated, the contractors will be expected to furnish work and materials or equipment as specified by the County.

I. Safety

The contractor shall comply with all safety regulations of the federal, state and County governments applicable to their business, operation and performance.

SANTA CRUZ COUNTY STANDARD TERMS AND CONDITIONS

A. PREPARATION OF QUOTATIONS/PROPOSALS.

1. Brand names and numbers, when provided in Request for Quotations are for reference. Offers on equal items will be considered, provided the offer clearly describes the article offered and it is equal on quality and utility.
2. State brand or make on each item. If quoting on other than the make, model, or brand specified in the Request for Quotations, the manufacturer's name and catalog number must be given, and descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified in Request for Quotations.
4. Time of delivery is part of the offer and must be adhered to. If it is impossible to meet delivery specified in Request for Quotations, prospective vendor shall state best delivery possible for each item. Time, if stated as a number of days, shall mean "calendar" days.
5. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

B. SUBMISSION OF QUOTATIONS/PROPOSALS.

1. Each offer must be submitted on this form in a sealed envelope with the County assigned number, closing date, and time on the outside.
2. Offers and modifications or corrections thereof received after the closing time specified will not be considered.

C. FAILURE TO SUBMIT AN OFFER.

If you do not quote, return the first page and state the reason thereon. Otherwise your company may be removed from our mailing list.

D. TAXES, CHARGES AND EXTRAS.

1. Unless otherwise definitely specified, the prices quoted herein do not include Sales, Use or other taxes. Phrases on any offer reading "Full Contract Price" or "Lump Sum Price" shall require prospective vendor to include such taxes, as may be valid and applicable, in the offered price. No additional tax charges shall be allowable when these phrases are used.
2. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the offer.

3. The County does not pay Federal Excise Taxes. Do not include these taxes in your price; but do indicate the amount of any such tax. The County will furnish an exemption certificate in lieu of such tax.

E. AWARD.

- 1. Unless the prospective vendor specifies otherwise in his offer, or the Request for Quotation states otherwise, the County may accept any item or group of items of any offer.
- 2. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- 3. A written Purchase Order mailed, or otherwise furnished, to the successful vendor within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

F. ALTERATION OR VARIATION OF TERMS.

It is mutually understood and agreed that no alteration or variation of the terms of this request or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

G. ASSIGN ABILITY.

A contract is not assignable by Vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

H. COMPLIANCE WITH STATUE.

Vendor hereby warrants that all applicable Federal and State statues and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

I. WARRANTY.

Vendor warrants to County and/or County's customer that the goods and/or services covered by this order will conform to the drawings, specifications, samples, description and time provisions furnished by County and will be of first class material and workmanship and free from defects; and County reserves the right to cancel the unfilled portion of this order without liability to Vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by County; risk of loss before acceptance shall be on Vendor. Defective goods rejected by County may without prejudice to any other legal remedy be held at Vendor's risk and returned to Vendor at Vendor's expense. Defects are not waived by acceptance of goods nor by failure to notify Vendor thereof.

J. PATENT INDEMNITY.

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The Vendor shall hold the County of Santa Cruz, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

K. SAMPLES.

Samples of items, when required, must be furnished free of expense to the County and, if not destroyed by tests, may upon request, made at the time the sample is furnished, be returned at the prospective vendor's expense.

L. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.

1. In the event any item furnished by the Vendor in the performance of the contract or purchase order should fail to conform to specifications therefore, or to the sample submitted by the Vendor with his offer, the County may reject the same, and it shall thereupon become the duty of the Vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the Vendor fail, neglect or refuse so to do the County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event the Vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.
2. Cost of inspection of deliveries which do not meet specifications will be for the account of the Vendor.
3. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

M. DISCOUNTS.

1. Terms of less than 30 days for cash discount will be considered as net.
2. In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the office of the Controller if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant or check.

N. The Purchasing Division will not notify prospective vendors of quotation results; however, results are available for inspection at the office of the General Services Department, Purchasing Division, 701 Ocean Street, Rm 330, Santa Cruz, California.

The undersigned offers and agrees to furnish all work, materials, and equipment which are subject to this request, and in conformance with all specifications, requirements, conditions, and instructions of Santa Cruz County Request for Proposals #S3009.

Exceptions to or deviations from specifications, conditions, or requirements as noted in this Request: CHECK ONE: () None () Statement attached.

A. Contractor attests that, if awarded contract, they can begin full operation on July 1, 2002.

B. Contractor agrees to all conditions as listed in proposal requirements.

C. Contractor has included in proposal all requested information in specified format and all references in original sealed envelopes (see attachments).

D. Contractor has provided a copy of a health permit for any current food operation in which they are the owner/operator.

E. Contractor agrees to provide samples of proposed menu offerings upon County request as part of County's evaluation process (minimum two days notice).

_____		_____
Company Name		Date
_____		_____
Address City, State, Zip		Authorized Signature & Title
_____ / _____		_____
Telephone No.	FAX No.	Name (Please Print)

E-mail Address		

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

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

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

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

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

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

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

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

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

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

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

- 1. Present Business or Employment Information**
(MUST BE RETURNED COMPLETED)
- 2. General Proposal Information** (MUST BE RETURNED COMPLETED)
- 3. References for Business and Personal References**
(MUST RETURN COMPLETED IN ORIGINAL SEALED ENVELOPES)
- 4. W9 Tax Form** (MUST BE RETURNED COMPLETED)
- 5. Sample Independent Contractor Agreement**
- 6. County polices regarding tropical wood products and use of recycled materials**

Present Business or Employment

To be eligible for consideration, proposer must possess not less than four (4) years of actual food concessions/restaurant management experience of comparable size to the Government Center operation. List your present or recent business or employment that satisfies the four year management experience eligibility requirement.

1. Name and description of business

- a. For how long? _____
- b. Size of facility (square feet and patronage capacity) _____
- c. Number of people employed/supervised _____
- d. List by company, amount and expiration date of all insurance carried by your business

- e. Provide name of individual and contact information in current/previous business most familiar with your ability.

- f. Other information that you feel is pertinent

2.. Name and description of business

- a. For how long? _____
- b. Size of facility (square feet and patronage capacity) _____
- c. Number of people employed/supervised _____
- d. List by company, amount and expiration date of all insurance carried by your business

- e. Provide name of individual and contact information in current/previous business most familiar with your ability.

- f. Other information that you feel is pertinent

3. Name and description of business

- a. For how long? _____
- b. Size of facility (square feet and patronage capacity) _____
- c. Number of people employed/supervised _____
- d. List by company, amount and expiration date of all insurance carried by your business

- e. Provide name of individual and contact information in **current/** previous business most familiar with your ability.

- f. Other information that you feel is pertinent

4. Name and description of business _____

- a. For how long? _____
- b. Size of facility (square feet and patronage capacity) _____
- c. Number of people employed/supervised _____
- d. List by company, amount and expiration date of all insurance carried by your business

- e. Provide name of individual and contact information in **current/** previous business most familiar with your ability.

- f. Other information that you feel is pertinent

5. If your present business or employment does not cover the past ten (10) years, list such businesses or employment for the past ten year period, with a description of each.

6. How many total years as a restaurant or food concession operator do you have? **List** years and titles.

7. What professional organizations do you belong to related to food service?

8. Using attached forms, provide the following information:

- **Provide three (3) business references of firms with whom you have had business accounts during the past four years.**
- **Provide three (3) personal references.**

A. Proposed menu and Standard Operating Procedures

Attach a proposed menu and standard operating procedures for the Government Center food concessions agreement. Please be detailed in your response, including personnel and their experience, foods proposed, etc.

Your estimate of the gross of your proposal per month _____

Your net per month _____

Cost of goods sold per month _____

B. If you are proposing as a corporation, partnership, or other form of proprietorship, give a full explanation and the source of funds for the agreement if not covered above.

C. Please give any other information you feel is pertinent to your bid which is not covered in this proposal form.

BUSINESS REFERENCE FOR _____, PROPOSER

I have submitted a proposal to conduct business with the County of Santa Cruz, and I request a business reference from the you, the addressee of this form. Please note the "Authorization to Release information" below.

Please complete the BOTTOM SECTION of this form, and send this form as soon as possible to me at :

Name
Address
City/Zip

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize the release of all, business and personal information andlor verification of employment to the County of Santa Cruz, General Services Department, as said items related to my interest in securing an agreement with the County. This form may be reproduced or photocopied to be utilized as my consent to release business and personal information andlor verification of employment.

Print Proposer's Name Here

Proposer's Signature

Date

TO THE ADDRESSEE:

Please complete the following BUSINESS REFERENCE INFORMATION:

How long have you known this person? _____ In what capacity?

What POSITIVE comments can you provide concerning this individual?

What apprehensions, if any, might you have in providing a reference for this individual?

Additional comments _____

Please place in sealed envelope and return to addressee as soon as possible. Thank you.

PERSONAL REFERENCE FOR _____, PROPOSER

I have submitted a proposal to conduct business with the County of Santa Cruz, and I request a personal reference from the you, the addressee of this form. Please note the "Authorization to Release information" below.

Please complete the **BOTTOM** SECTION of this form, and send this form as soon as possible to me at :

Name
Address
City/Zip

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize the release of all business and personal information andlor verification of employment to the County of Santa Cruz, General Services Department, as said items related to my interest in securing an agreement with the County. This form may be reproduced or photocopied to be utilized as my consent to release business and personal information andlor verification of employment.

Print Proposer's Name Here

Proposer's Signature

Date

TO THE ADDRESSEE:

Please complete the following **PERSONAL REFERENCE INFORMATION**:

How long have you known this person? _____ In what capacity? _____

What **POSITIVE** comments can you provide concerning this individual?

What apprehensions, if any, might you have in providing a reference for this individual?

Additional comments _____

Please place in sealed envelope and return to addressee as soon as possible. Thank you.

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Form **W-9**
(substitute)
County of Santa Cruz

Request for Taxpayer Identification Number and Certification

Give this form to the
County of Santa Cruz
Do NOT send to the IRS

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

YOU ARE PAID FOR:

- Health Care Service
- Other Service
- Rent Goods
- Freight Interest
- Other (Explain)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign here

Signature

Date

Purpose of form. A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-3.

Note: if a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

Other entities. Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8 (certification of foreign status).

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to

persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual Owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual Owner ¹
5. Sole proprietorship	The owner ²
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A banker or registered nominee	The banker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ___ day of _____, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: _____ at for County of Santa Cruz General Services Department.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed _____, processed for payment in full after project completion, receipt of invoice, and approval of project manager.

3. TERM. The term of this contract shall be: _____ through _____

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR 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:

A. 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 for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (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 excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'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 shall not be required if vehicle use by the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$ _____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

**Santa Cruz County
General Services Department
Attn: Paul Crawford
701 Ocean Street, Room 330
Santa Cruz, CA 95060**

(4) CONTRACTOR 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 this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County
General Services Department
Attn: Paul Crawford
701 Ocean Street, Room 330
Santa Cruz, CA 95060**

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The 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, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The 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 this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the 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, the following: 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, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTORS solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Agreement 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.

8. INDEPENDENT CONTRACTOR STATUS. 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.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) 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; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (9) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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 which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

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

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement 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 Santa Cruz 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 this Agreement.

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

13. ATTACHMENTS. This Agreement includes the following attachments:

14. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

This agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 above is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

“CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision.”

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

3. COUNTY OF SANTA CRUZ

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

2. APPROVED AS TO INSURANCE:

4. APPROVED AS TO FORM:

Risk Management

County Counsel

DISTRIBUTION:

- General Services Department
- Auditor-Controller
- Risk Management
- Contractor

Use of Recyclable Products and Tropical Woods

Use of products containing recycled materials

It is the policy of the County to encourage the use of products containing the maximum amount of recycled materials. If the prospective contractor has the ability to furnish recycled materials (especially those utilizing post consumer waste) or virgin materials in bidding the subject work, he/she shall state such in their proposal, state what items containing recycled materials are being offered, the approximate % and type of recycled materials, % of post consumer recycled materials, and by what amount (% up/down) it would affect their total proposal. Final acceptance and approval of recycled materials offered will be that of the County.

A "product containing recycled materials" shall mean, with respect to materials, % of post consumer recycled materials, and by what amount (%) up/down) it would affect their total proposal. Final acceptance and approval of recycled materials offered will be that of the County.

A "product containing recycled materials" shall mean, with respect to a paper product, a "recycled paper product" as that term is defined in Section 12301(c) of the Public Contract Code, and shall mean, with respect to other products, a "recycled product", as that term is defined in Section 12301(d) of the Public Contract Code.

To the extent that the Public Contract Code or other provisions of State law provide for purchasing preferences which are more extensive than those established herein, or for additional procedures to increase the use of recycled materials, the provisions of State law shall prevail.

Tropical Wood Products

With certain exceptions, Section 2.37.107 of the Santa Cruz County Code requires that the County shall not enter or renew any agreement which involves the use of any tropical hardwood or tropical wood product. As defined in Section 2.37.107, tropical hardwoods means "any and all hardwood, scientifically classified as angiosperme, that grows in any tropical rainforest". Any bid, quotation or proposal which proposes or calls for the use of any tropical hardwood, or produce of same, in performance of a contract or order shall be deemed non-responsive. Complete copies of the subject Code section, including definition of terms, list of trees covered, allowed exceptions and required contract provisions, may be obtained in the County General Services Department office, Room 330, 701 Ocean St., Santa Cruz.