SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET

Creation Date: 4/22/03

Source Code: GENSV

Agenda Date: 4/29/03

INVENUM: 52586

Resolution(s):

Ordinance(s):

Contract(s): 22992

Continue Date(s):

Index: --Letter of General Services Department dated April 18, 2003
--Independent Contractor Agreement
--Request for Proposal
--Certificate of Liability Insurance

Item: 24. APPROVED agreement with Cal-West Transfer for moving services to return County staff to 1400 Emeline Avenue at a cost not-to-exceed $95,500; and authorized the General Services Director to sign and execute the agreement, as recommended by the Director of General Services

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

Contract # 22992

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: 4/29/03
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD
BY _____ DEPUTY

April 18, 2003

Agenda: April 29, 2003

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

APPROVAL of MOVING SERVICES AGREEMENT - RETURN of COUNTY EMPLOYEES to 1400 EMELINE AVENUE

Dear Members Of The Board,

The repair and remediation of the Health and Human Services Building at 1400 Emeline Avenue is now in its final stages. We are now requesting approval of an agreement with Cal-West Transfer for services to return County Health Services and Human Resource Agency staff from their current temporary rental facilities in the Harvey West Industrial Park area back to the 1400 Emeline facility.

The moving service will be conducted on two different weekends (from Friday night through Sunday night) in order to minimize disruption of on-going County operations. The relocation of Health Services Agency (HSA) will occur during the weekend of May 9 - 11 with the Human Resources Agency moving over the weekend of June 6 – 8. Moving services include properly preparing and packing all files, office materials, furniture and equipment; moving all items to proper locations within the 1400 Emeline Building so that office locations will be ready for use by County staff upon their return to work on Monday morning following each move.

During March, General Services solicited formal proposals from licensed moving companies for this service. A number of potential bidders participated in an on-site walk through of the moving project on March 18th and proposals were received on March 25th. After careful review of the proposals, General Services has selected a local moving company, Cal-West Transfer as the lowest responsible bidder. Cal-West has an excellent reputation and has provided the County with large scale moving services in the past with excellent results. Moving services are covered under the County's Living Wage Ordinance and Cal-West has certified compliance with this Ordinance. The cost of the HSA move is $49,500 and the cost of the HRA move is $46,000 with a total contract cost of $95,500.

The proposed cost presented by Cal-West for this moving service falls within budget estimates previously developed by County staff for this project. Funding is available for this purpose in the 1400 Emeline Capital Projects Budget (Index 191023/6610/Q44009).

It is therefore RECOMMENDED that your Board:

1. Approve the attached independent contractor agreement with Cat-West Transfer for moving services to return County staff from temporary facilities in the Harvey West Industrial Park to the County Health and Human Services Building located at 1400 Emeline Avenue at a cost not to exceed $95,500; and

2. Authorize the General Services Director to sign and execute this agreement.

Very truly yours,

BOB WATSON

Director

RECOMMENDED

SUSAN A. MAURIELLO

County Administrative Officer

BW/PC

Attachments:
Independent Contractor Agreement
Adm-29

cc: Auditor-Controller
Human Resources Agency
Health Services Agency
County Counsel
Cat-West Transfer
General Services - Purchasing

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services (Department)

BY: _____ (Signature) 4-18-03 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement [x] Revenue Agreement [ ]

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the County of Santa Cruz (Department/Agency)
   and Cal-West Transfer, 160 Trescony Street, Santa Cruz, CA (Name/Address)
2. The agreement will provide moving services for HRA furniture, equipment and office materials to County staff to the 1400 Emeline Ave. facility.
3. Period of the agreement is from Board approval to July 31, 2003
4. Anticipated Cost is $ 95,500 [ ] Fixed [ ] Monthly Rate [ ] Annual Rate [x] Not to Exceed
   Remarks: _____
5. Detail: [ ] On Continuing Agreements List for FY ___-___ . Page CC-_____ Contract No: _____ OR [ ] 1st Time Agreement
   [ ] Section II No Board letter required, will be listed under Item 8
   [ ] Section III Board letter required
   [ ] Section IV Revenue Agreement
6. Appropriations/Revenues are available and are budgeted in 191023/Q44009 (Index) 6610 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriat are available and have been encumbered.
are not will be

Contract No: 22992
By: _____ Date: 4/21/03
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize _____ (Dept/Agency Head) to execute on behalf of the _____ (Department/Agency)

Date: 4/21/03 By: _____
County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on _____ 20__

By: Deputy Clerk

ADM - 29 (8/01)
Title II, Section 300 Proc Man

AUDITOR-CONTROLLER USE ONLY

CO _____ $ _____
Document No. JE Amount Lines H/TL Keyed By Date

TC110 _____ $ _____ _____/_____
Auditor Description Amount Index Sub object User Code

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Contract No. 22992

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 11th day of April, 2003, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Cal-West Transfer, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: provide labor, tools, equipment and incidentals required to provide moving services to relocate divisions of the County Health Services Agency and Human Resources Agency from facilities in the Harvey West Park area of Santa Cruz to 1400 Emeline Avenue, Santa Cruz at for the County of Santa Cruz General Services Department. Santa Cruz County RFP 02S1-023 (Attachment "A" and Cal West Transfer Bid Proposal dated March 25, 2003 (Attachment "B") are hereby referenced and incorporated into this agreement.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed $49,500 for moving services for the Health Services Agency and $46,000 for the Human Resources Agency. Progress payments will be processed after the completion of each separate move for each agency, receipt of invoice an itemized invoice, and approval of the project manager.

3. TERM. The term of this contract shall be: Health Services Agency move: May 9,2003 through May 12,2003 and the Human Resources Agency move: June 6,2003 through June 15,2003. It is noted that these dates are subject to change and may be changed through mutual agreement by both parties.

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.

4/29/03
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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. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. 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 CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) 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.

(3) 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. <u>INDEPENDENT CONTRACTOR STATUS</u>. 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

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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; (f) 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:

RFP#02S1-023- Attachment **"A".**
Cal-West Transfer Bid Proposal- Attachment "B"

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

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. CAL-WEST TRANSFER

By: Gary Shuey
SIGNED

Gary Shuey
PRINTED

Company Name: Cal-West Transfer

Address: 160 Trescony St
Santa Cruz, Ca 95060

Telephone: 831-429-6427

Fax: 831-457-8854

Email: calwest@aol.com

3. COUNTY OF SANTA CRUZ

By: Bob Watson
SIGNED

Bob Watson
PRINTED

2. APPROVED AS TO INSURANCE:

Janet McKinley 4-17-2003
Risk Management

4. APPROVED AS TO FORM:

Pamela Fyffe
County Counsel

DISTRIBUTION:

- General Services Department
- Auditor-Controller
- Risk Management
- Cal-West Transfer

P:\ICA's\Specific ICAs\ICAs A - G\Cal-West Transfer ICA.doc

Attachment "A"

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

REQUEST FOR PROPOSAL. THIS IS NOT AN ORDER.

RFP# 02S1-023

REQUEST FOR PROPOSALS FOR: RELOCATION OF HUMAN RESOURCES AGENCY AND HEALTH SERVICES AGENCY DIVISIONS

DEADLINE FOR SUBMITTAL: Tuesday, March 25,2003 at 3:00 PM

SECTION I - REQUEST FOR PROPOSALS

The County of Santa Cruz invites sealed proposals for services of a fully licensed and insured contractor to furnish all labor, tools, equipment, and incidentals required to provide moving services to relocate divisions of the County Health Services (H.S.A.) and Human Resources Agencies (H.R.A.) from facilities in the Harvey West Park area of Santa Cruz to 1400 Emeline, Santa Cruz.

All proposals shall be in accordance with specifications, notes, requirements, instructions and conditions contained in or attached to the request. All proposals must be on forms provided (which are available at the County Purchasing Office), 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 **Tuesday, March 25, 2003 at 3:00 PM.**

A pre-proposal meeting and work review is scheduled for **10:00 AM on Tuesday, March 18, 2003.** At that time, all interested contractors shall meet at the front entrance to H.S.A. location at *320* Encinal, Santa Cruz, CA.

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.

'SECTION II - SPECIAL RF JIREMENTS AND INSTRUCTIONS

A. Any questions or requests for clarifications concerning site conditions or the work shall be directed to Andy (A.J.) Breda by fax (831-454-2710) or e-mail (GSD120@co.santa-cruz.ca.us).

B. Performance of work will be required on weekends to minimize disruption to County services. Tentative move dates are:

Health Services (H.S.A.) – Friday, April 25 (after 5:00 PM) through Sunday, April 27
Human Resources (H.R.A.) – Friday, May 30 (after 5:00 PM) through Sunday, June 1

C. Award of Contract and Insurance Requirements. The successful vendor(s) will be notified of award and will be required to complete contract documents and furnish proper certificates of insurance. A sample of the required Standard County Independent Contractor Agreement with insurance requirements accompanies this request. It may be possible for variations from standard insurance requirements to be arranged with the County's Risk Manager on a case-by-case basis. Certificates of insurance acceptable to the County must be submitted prior to performance of work. The contract award must be approved by the Board of Supervisors of the County of Santa Cruz.

D. The Contractor shall guarantee all workmanship and materials for a period of at least one (1) year from completion.

E. Reserved

F. Reserved

G. Living Wage

Effective July 1, 2002, private sector employers with six (6) or more employees who contract or subcontract with the County of Santa Cruz to provide certain types of services with a cumulative value of over $15,000 in a fiscal year (July through the following June) must pay all their employees a living wage of $11.50 per hour if they provide benefits, or $12.55 per hour if they do not provide benefits. Benefits are defined as twelve (12) days compensated sick and vacation leave (combined) annually for full-time employees, prorated for part time and the payment of at least $1.00 per hour toward the health insurance of the employee.

The services described in this RFP are covered under the County's Living Wage Ordinance. Any subsequent contract award must be in compliance with this Ordinance or must obtain an 'exemption to this ordinance. Any proposal submitted for consideration must contain a completed Living Wage Compliance Statement that provides information to determine compliance with the Living Wage Ordinance or requests an exemption to the ordinance. Noncompliance during the term of the contract will be considered a material breach of the contract and may result in termination of the contract and/or pursuit of other legal or administrative remedies.

Living Wage Certification: In this competitive procurement process, only those proposers who certify full compliance with the County's Living Wage Ordinance, or who have submitted an application for an exemption using the criteria outlined in the Ordinance will be considered. However, an exemption to the Living Wage Ordinance cannot be used to provide a competitive advantage to a particular proposer (i.e. the cost of services of a non-compliant proposer is less than a compliant proposer).

If a contractor for 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 Labors 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.

SECTION III - SCOPE OF TASK, WORK REQUIREMENTS AND SPECIFICATIONS

A. SCOPE OF WORK: The work includes properly preparing materials and equipment for move, including packing, moving all designated files, furniture and storage equipment to appropriate locations at 1400 Emeline Avenue. The move shall include unpacking and set up of all items/materials as necessary so that they are ready for use by County staff when they return to their office on Monday morning. The work does not include hookup of computer or telephone equipment, this work will be completed by appropriate County staff.

B. Separate bids are required for A & B. These activities are outlined as attached to this request in EXHIBIT ONE-H.S.A. Requirements and EXHIBIT TWO-H.R.A. Requirements.

The teardown and movement of Knoll modular workstations (cubicles) shall be bid as optional items for the County's consideration. If the proposer bids these items, the proposal must be accompanied by specific references of completed contracts, which involved these kinds of items.

C. The successful contractor will coordinate the moves with representatives of each department.

D. The County will provide floor plans to identify locations and placement of items being returned to the County's 1400 Emeline facility. The County will also provide file records boxes. Other larger moving boxes, if required, may be acquired from the contractor at a price to be negotiated.

E. Proposers will provide as part of their bid standard labels and other materials/systems used to prepare items for successful transfer.

EXHIBIT **ONE – H.S.A. move requirements and equipment inventory**

82 each mobile pedestals
12 each 72" x 30" stand-alone desks
180 ergonomic desk chairs
150 side chairs
35 conference room chairs on wheels

Lateral file cabinets:
66 each 2-drawer laterals
21 each 4-drawer laterals
5 each 5-drawer laterals with over-file cabinets
20 each 3-drawer laterals
44 each 5-drawer laterals
6 each old style file cabinets
(162 files)

Additional items:
180 computers
40 desktop printers
13 network printers
10 fax machines
3 refrigerators
8 copy machines

Chart Shelving:

First Floor:	2 each double-deep and double-wide
	4 each single-deep and single-wide
Second Floor:	4 each double-deep and double-wide
	3 each single-deep and single-wide
Third Floor:	3 each single-deep and single-wide

Mail Box Units:

First Floor:	1 each 7' metal unit	Second Floor:	1 each 5' wooden unit
	1 each 2' metal unit		1 each 7' metal unit
	1 each 5' metal unit		2 each 5' metal forms holders

Bookcases and Storage Units:

20 each 2-shelf bookcases	2 each 7-shelf bookcases
3 each 2-door tall storage cabinet	5 each 2-door medium storage cabinet

Group room furniture:

7 each stuffed chairs	1 each stuffed couch

Attached airport seating for reception areas:

2 sets of **4** chairs	**4** sets of 3 chairs

Playroom contents:
Contents of one playroom including wooden toys, wooden bookshelves, plastic toys, games, easels, etc.

Miscellaneous items in alcohol and substance abuse:
Cameras, TVNCR, amps, speakers, video library, LCD player, cart easels

EXHIBIT TWO – H.R.A. move requirements and equipment inventory

Lateral files:

Lateral file cabinets 36 inches:
- 2 drawers count 67 units
- 3 drawers count 13 units
- 4 drawers count 52 units
- 5 drawers count 33 units

Lateral file cabinets 42 inches:
- 2 drawers count 13 units
- 3 drawers count 1 unit
- 4 drawers count 14 units
- 5 drawers count 17 units

Bookshelves miscellaneous sizes:
- 36" X 30" count 5 units
- 36" X 40" count 1 unit
- 36" x 52" count 13 units
- 48" x 72" count 1 unit
- 36" x 36" count 2 units
- 36" x 42" count 13 units
- 48" X 48" count 1 unit

Storage cabinets miscellaneous sizes:
- 30" x 52" count 1 unit
- 36" X 30" count 1 unit
- 36" x 52" count 1 unit
- 36" x 28" count 1 unit
- 36" x 48" count 1 unit

Tables Miscellaneous sizes:
- 36" round count 15 units
- 30" x 60" count 12 units
- 24" x 30" count 10 units
- 36" X 72" count 6 units

Chairs: Ergonomic count 164 units; Side count 201 units

Miscellaneous items:
- Storage cabinets 2 units
- Mail Slot Cabinet 74" x 36" X 18"
- 5-drawer file (old) 14 units
- TVNCR Cart 1 unit
- TV set "Zenith" I unit
- TVNCR 1 unit
- Safe 65" tall 1 unit
- Safe 58" tall I unit
- Love seat sofa 3 units
- Card File Cabinet 56" x 18" X 14"
- VCR "Optimus" 1 unit

Computer items: 24 computer monitors; 62 computer towers; 144 computer systems (monitor, tower, keyboard, mouse)

Copiers:
- Ricoh 650 1 unit
- Gestetner 502 1 unit
- Konica 7040 1 unit
- Ricoh 700 1 unit
- Gestetner 3265 1 unit
- Canon PC 980 I unit

Printers:
- HP 2500C 1 unit
- HP Laser jet 842C 1 unit
- HP Laser jet 4050 5 units
- HP Laser jet 5si 1 unit
- HP Laser jet 4000 1 unit
- HP Laser jet 4100 2 units

Fax machines:
- Konica fax 9830 3 units
- HP fax 1020 1 unit
- Konica fax 9880 2 units

Additional items:
- HP Scan jet ADF scanner 1 unit
- Pitney Bowes stamp machine 1 unit
- Computer monitors 24 unit
- IBM Selectric typewrite 11 units
- Computer towers 62 units
- Computer systems 144 units (monitor, tower, keyboard, mouse)

SECTION IV -GENERAL REQUIREMENTS AND INSTRUCTIONS

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.

B. Reserved

C. 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 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 their obligations as set forth in the written request.

4) Proposal shall be accompanied by a list of references, including names, phone numbers, and addresses for whom similar work has been performed on a regular basis during the past **24** months.

5) Requests for clarifications or modifications to request must be received in writing by the Purchasing Office, at least four **(4)** 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, instructions, and conditions, and shall not, after submission of their proposal, dispute or complain of such installation requirements, specifications, plans, requirements, instructions, or conditions.

D. Withdrawal of Proposals Proposals may be withdrawn by written or telegraphic 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.

E. Evaluation of Proposals All offers will be evaluated by the County for responsiveness, accuracy, and quality. General Services and the requesting departments will be the sole judge as to technical acceptability of any offer. During the evaluation, the County may desire the presence or availability of a proposer's representative to answer specific questions orally, or in writing. Proposers are requested to supply two *(2)* copies of any appropriate literature with their proposal.

F. 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, furnish proper certificates of insurance.

G. 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 sub-proposal to a proposer or quoting prices on materials for a proposer, is not, hereby disqualified from submitting sub-proposals or quoting prices to other proposers.

H. All terms, or portions thereof, listed in the County's Standard 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.

I. Should any bidder intend to vary from equipment/work or other specifications of this Request, he shall furnish with their proposal, complete specifications describing exactly what he proposes to furnish. The 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.

J. Liens The contractor agrees that no lien shall be filed by anyone against the County or its employees, or its property for materials or labor or both furnished hereunder, and that before final payment is made by the County, the contractor shall, if required by the County, furnish a complete release satisfactory to the County, signed by all persons furnishing materials or labor hereunder, waiving the right to file any lien.

K. All work performed and materials or equipment used pursuant to this Request for Proposal and any resulting contract shall be per best commercial standards and shall comply with all applicable statutes, laws, ordinances, codes and standards. Any permits and licenses necessary for prosecution of the work shall be obtained and paid for by the contractors.

L. Reserved

M. In submitting a proposal, the contractor warrants that they have an appropriate valid contractor's license and has or will comply with all applicable laws, codes and ordinances in performing any task or furnishing any material subject to this request. The contractor agrees to hold the County and its employees harmless from any liability or penalty which might be imposed by reason of an asserted violation by the contractor of any **laws,** regulations, ordinances, governmental restrictions or other rules.

N. The County shall have a reasonable time after delivery to inspect materials and/or work accomplished subject to this request. Any payment prior to inspection will not constitute acceptance of same.

***O.* Reserved**

P. The contractor shall take out and maintain during the life of this contract, adequate workers compensation insurance for all of their employees employed at the site of the project and in case any work is sublet, the contractor shall require the sub-contractors similarly' to provide Worker's Compensation Insurance for the latter's employees, unless such employees are covered by the insurance of the contractor. Payment of Worker's Compensation Pursuant to Section 1860 and 3700 of the Labor Code.

Q. Title to all completed or partially completed work at the job site and to all materials delivered to and stored at said job site which are intended to become a part of the completed work covered by this order shall be in County.

R. Safety The contractor shall comply with the safety regulations of the Administrative Code of the State in which work is being performed.

S. Delivery, Pricing and Payment. Proposers must be able to complete the work in the time frame provided in this request. Proposals shall state the full contract price(s), including all applicable taxes, permits and licenses, or other charges.

The contractor will be paid the amount(s) due him, in accordance with the provisions of this Request for Proposals, upon completion and acceptance by the County, of all subject work, materials or equipment and after submission of proper invoices to the appropriate County Office.

Should the Contractor fail to complete work within a time schedule promised or any extension granted by the County and not found by the County to be in default, the County will charge the Contractor a penalty equal to the County's cost incurred per each calendar day beyond the agreed completion date. Any penalty charge will be deducted from the Contractor's bill or billed to the Contractor if the award resulted in a net sale of salvage. No penalty will be assessed for delays determined by the County to be beyond the Contractor's control.

T. Default.

1) The County may, subject to the provisions of Paragraph 3, below, by written notice of default to the Contractor, terminate the whole or any part of a contract in any one of the following circumstances:

a) If the contractor fails to make delivery of the supplies or to perform the services within the time specified herein or promised, or any extension thereof; or

b) If the contractor fails to perform any of the other provisions of this contract.

2) In the event the County terminates a contract in whole or in part, as provided in Paragraph (a), of this clause, the County may procure, upon such terms and in such manner as is may deem appropriate, supplies, services or work similar to those so terminated, and the contractor shall be liable to the County for any excess costs for such similar supplies, services or work; PROVIDED, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

3) The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault and negligence of the contractor.

U. Each proposer shall set forth in, or attached to, their proposal the following:

a) The name and location of the place of business of any subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work;

b) The portion of the work which will be done by each said subcontractor;

c) If no such sub-contractors are to be used, the proposer shall so state.

V. The County of Santa Cruz may, at any time, insist on strict compliance with these terms and conditions, not withstanding any previous custom, practice, or course of action prior to the contrary.

W. Prospective contractors are required to provide a list of customer references for whom they have performed work of a similar nature over a period of two or more consecutive years. Contracts, phone numbers and addresses must be included for the County's use.

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

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them 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 CONTRACTORS performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

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

Y. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as 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.

1. Types of Insurance and Minimum Limits

a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.

b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of $500,000.00 combined single limit per accident for bodily injury and property damage.

c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of $1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:

(i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;

(ii) Full Personal Injury coverage;

(iii) Broad form Property Damage coverage, and

(iiii) A cross-liability clause in favor of COUNTY.

2. Other Insurance Provisions

a) As to all insurance coverage required herein any deductible or self-insured retention exceeding $5,000.00 shall be disclosed to and be subject to written approval by COUNTY.

b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.

c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:

"The County of Santa Cruz is hereby added as an additional insured as respects the operations of the named insured."

d) All the insurance required herein shall contain the following clause:

"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of Santa Cruz, Auditor-Controller, 701 Ocean Street, Santa Cruz, CA 95060".

e) Prospective CONTRACTOR agrees to provide COUNTY at or before the effective date of any award resulting from this request for proposal with a certificate of insurance of the coverage required.

SECTION V: SANTA CRUZ COUNTY STANDARD INSTRUCTIONS 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 QUOTATIONSIPROPOSALS.

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 their 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. 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 their 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.

SECTION VI - OFFICIAL PROPOSAL SHEET: RELOCATION OF H.R.A. AND H.S.A.

The undersigned offers and agrees to furnish all work, materials, and equipment which are subject to this request at the prices stated, and in conformance with all specifications, requirements, conditions, and instructions of Santa Cruz County Request for Proposals #02S1-023.

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

A. The full lump sum contract price offered, in accordance with this Request for Proposals, for:

H.S.A. move requirements: from 320 Encinal to 1400 Emeline Avenue

$_____

B. The full lump sum contract price offered, in accordance with this Request for Proposals, for:

H.R.A. move requirements: from 100 Pioneer to 1400 Emeline Avenue

_____

OPTIONAL PROPOSAL FOR MODULAR CUBICLE WORKSTATIONS

If the proposer's firm has verifiable experience in disassembly and reassembly of modular cubicle workstations, optional proposals may be submitted on a per unit basis. It is estimated that 30 Knoll Equity units (7' x 7' and 8' x 8') will be relocated form Encinal Street to 1400 Emeline. Other units may be placed in storage.

A. Proposals for modular workstations must be priced per unit as follows:

1. To disassemble and prepare (wrap, etc.) for move, the price will be $_____ per unit.
2. To load and move to designated site (in Santa Cruz) and unload at a receiving or staging area, the price will be $_____ per unit.
3. To deliver inside to designated location at 1400 Emeline (assume 2nd floor), the price will be $_____ per unit.
4. To reassemble and make ready for use, the price will be $_____ per unit.
5. The total charge per unit to take down, pack, move, unload and completely reassembly in place will be $_____ per unit.

B. Delivery: If awarded a contract (Purchase Order), we will perform on weekends in accordance with tentative schedules stated in this request or as agreed upon with Health Services and Human Resources.

C. Cash discount offered for prompt payment: _____%, 30 days.

D. A list of references, including names, phone numbers, and addresses for whom similar work has been performed during the past 24 months is attached.

E. Living Wage certification (if not already on file).

I declare under penalty of perjury that I have not been a party with another bidder to bid a fixed or uniform price in connection with this Request for Proposal.

Valid California State Contractors' License No._____

(as applicable) License type_____

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

PROSPECTIVE BIDDER FACT SHEET

Name of Contractor: _____

Contractor Tax ID#: |__|__| _ |__|__|__|__|__|__|__|

Contractor's License #: _____ Type: _____

(as applicable)

Contractor Does Business As: ___ Individual ___ Partnership ___ Corporation

___ Government ___ Fiduciary ___ Other

Contractor is a: ___ Resident ___ Non-Resident of California

1) Is your firm authorized to do business in the State of California? Y N

2) Is your firm a State of California registered small business? Y N

3) Is this a disabled owned business? Y N

4) Is this a women owned business? Y N

5) Is this a minority owned business? Y N

6) Has your firm been certified as a minority firm by any public agency? Y N

If yes, name of agency: _____

name of certifying officer: _____ Phone # _____

7) Disadvantaged Business Enterprise (DBE) status as it applies to your firm:

Composition of Ownership (see definition on the following page)

Please indicate percentage of ownership: ___% Disabled ___% Women

___% Black ___% Hispanic ___% Asian American ___% Native American

8) This firm has been in continuous business under the present name for ___years

9) Annual sales volume: _____ 10) Net worth of business: _____

NOTE: Please reference Standard Definitions on the following page.

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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.

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

AMENDMENT AND CLARIFICATION TO: COUNTY OF SANTA CRUZ RFP # 02S1-023

REQUEST FOR PROPOSALS FOR: RELOCATION OF HUMAN RESOURCES AGENCY AND HEALTH SERVICES AGENCY DIVISIONS

DEADLINE FOR SUBMITTAL: Tuesday, march 25,2003 at 3:00 PM

A walk through and pre-proposal meeting was held March 18,2003. During that meeting, some items were discussed which should be clarified here.

File Cabinets:

H.S.A. Requirements (Scott Moats 454-5497)

Lateral files: cabinets to be shrink-wrapped prior to moving; files may be left in bottom two drawers

Vertical files: must be shrink-wrapped, but do not have to be unloaded prior to moving

H.R.A. Requirements (Kevin Fitzgerald 454-4001)

Lateral files: must be unloaded and shrink wrapped prior to moving

Vertical files: must be unloaded and shrink wrapped prior to moving

File Transfer Boxes:

The County will provide file transfer boxes. Personal items and current files, etc. at work stations will be boxed and labeled by County staff. Central files contained in file shelving units will be coordinated with H.S.A./H.R.A. facilities. Files will be transferred to boxes or carts by the moving contractor, moved and restocked at 1400 Emeline. Shelving units will need to be disassembled as necessary to move and reinstalled at 1400 Emeline. This will be done by the moving contractor.

Computers:

A. Computers with monitors and keyboards will be boxed by County staff.

A.1 **(H.R.A. only)** Computers and monitors will be labeled; mice, keyboards, cords, etc. will be bagged and labeled.

B. Proposals should include in an attachment a unit price for the County's consideration for boxes (approximately 30" x 30" x 24").

Copiers will be prepared for move by County (dealer) and moved by the moving contractor to designated location(s).

H.R.A. has approximately 43 modular. steel Knoll desks (mostly with two (2) return units, overhead storage, pedestal, pencil drawers and keyboard assemblies). Units are located at 100 Pioneer. The County is currently negotiating with the landlord to determine if there is interest in acquiring the property in exchange for rent.' If not, it will be necessary to move to storage to be sold. Please submit an alternate unit price proposal to disassemble these units to the extent necessary and relocate them to storage at a site selected by the County or to your storage facility.

Proposal should be as follows, per unit with typical configuration of 71" x 30" desk with: 55" return, 71" overhead, 2 pedestals, pencil drawer and articulated keyboard assembly.

* Offer per unit to disassemble as needed and move to County warehouse or other County selected site for storage.

* Offer per unit to make ready and move to proposer's (your) own facility for storage until needed or sold by the County. Proposal must state charge per unit to move and monthly storage rate, if offered.

Approximately thirty (30) Knoll (pink) cubicles will be relocated to storage in Santa Cruz for H.S.A.. These units should be priced per unit in accordance with the proposal provided for on Page 19 of the RFP document. Units may be palletized with panels sorted by size and filled pallets are to be shrink-wrapped. The moving contractor will provide pallets as needed.

Labels: Will be provided by the moving contractor for identifying materials and destination at 1400 Emeline. The contracting mover will provide labels to Scott Moats **(H.S.A.)** and Kevin Fitzgerald **(H.R.A.)** and will provide assistance/training in use of labeling system as necessary.

Locator drawings will be completed by County and copies given to contractor for use in delivering moved items to proposed location.

Complete transfer of central file room filer housed in drawer cabinets or open shelving may be finished on Monday/Tuesday with concurrence of H.S.A./H.R.A..

All other areas and individual work sites must be ready for regular use by staff no later than 7:00 **AM** Monday morning.

Attachment B"

SECTION VI - OFFICIAL PROPOSAL SHEET: RELOCATION OF H.R.A. AND H.S.A.

The undersigned offers and agrees to furnish all work, materials, and equipment which are subject to this request at the prices stated, and in conformance with all specifications, requirements, conditions, and instructions of Santa Cruz County Request for Proposals #02S1-**023.**

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

A. The full lump sum contract price offered, in accordance with this Request for Proposals, for:

H.S.A. move requirements: from 320 Encinal to 1400 Emeline Avenue

$ 49500.00

B. The full lump sum contract price offered, in accordance with this Request for Proposals, for:

H.R.A. move requirements: from 100 Pioneer to 1400 Emeline Avenue

$ 46000.00

C. **Delivery:** If awarded a contract (Purchase Order), we will perform on weekends in accordance with tentative schedules stated in this request or as agreed upon with Health Services and Human Resources.

D. Cash discount offered for prompt payment: \ %, 30 days.

E. A list of references, including names, phone numbers, and addresses for whom similar work has been performed during the past **24** months **is** attached.

F. Living Wage certification (if not already on **file).**

I declare under penalty of perjury that **I** have not been a party with another bidder to bid **a** fixed or uniform price in connection with this Request for Proposal.

Valid California State Contractors' License **NO.**_____

(as applicable) License type_____

Cal-West Transfer — 3-25-03

Company Name — Date

160 Trescony St.

Santa Cruz Ca 95060

Address City, State, Zip — Authorized Signature & Title

831-429-6427 / 831-457-8854 — Gary Shuey

Telephone No. FAX No. — Name (Please Print)

Gary Shuey

E-mail Address

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PROSPECTIVE **BIDDER FACT SHEET**

Name of Contractor: Cal-West Transfer / Gary Shuey

Contractor Tax ID#: 9 4 3 2 3 6 7 5 3 5

Contractor's License #: MTR 115787 Type: House Hold Good Carriers
(as applicable)

Contractor Does Business **As:** X Individual ___ Partnership ___ Corporation

___ Government ___ Fiduciary ___ Other

Contractor is a: X Resident ___ Non-Resident of California

1) Is your firm authorized to do business in the State of California?&) N

2) Is your firm a State of California registered small business? (Y) N

3) Is this a disabled owned business? Y (N)

4) Is this a women owned business? Y (N)

5) Is this a minority owned business? Y (N)

6) Has your firm been certified as a minority firm by any public agency? ***Y*** (**N**)

If yes, name of agency: _____

name of certifying officer: _____ Phone # _____

7) Disadvantaged Business Enterprise (DBE) status as it applies to your firm:

Composition of Ownership (see definition on the following page)

Please indicate percentage of ownership: ___% Disabled ___% Women

___% Black ___% Hispanic ___% Asian American ___% Native American

8) This firm has been in continuous business under the present name for 17 years.

9) Annual sales volume: 400K. Plus 10) Net worth of business: 150K.

NOTE: Please reference Standard Definitions on the following page.

OPTIONAL PROPOSAL FOR MODULAR CUBICLE WORKSTATIONS

If the proposer's firm has verifiable experience in disassembly and reassembly of modular cubicle workstations, optional proposals may be submitted on a per unit basis. It is estimated that 30 Knoll Equity units (7' x 7' and 8' x 8') will be relocated form Encinal Street to 1400 Emeline. Other units may be placed in storage.

A. Proposals for modular workstations must be priced per unit as follows:

1. To disassemble and prepare (wrap, etc.) for move, the price will be $_____ per unit.
2. To load and move to designated site (in Santa Cruz) and unload at a receiving or staging area, the price will be $_____ per unit.
3. To deliver inside to designated location at 1400 Emeline (assume 2nd floor), the price will be $_____ per unit.
4. To reassemble and make ready for use, the price will be $_____ per unit.
5. The total charge per unit to take down, pack, move, unload and completely reassembly in place will be $_____ per unit.

B. Delivery: If awarded a contract (Purchase Order), we will perform on weekends in accordance with tentative schedules stated in this request or as agreed upon with Health Services and Human Resources.

C. Cash discount offered for prompt payment: _____%, 30 days.

D. A list of references, including names, phone numbers, and addresses for whom similar work has been performed during the past 24 months is attached.

E. Living Wage certification (if not already on file).

I declare under penalty of perjury that I have not been a party with another bidder to bid a fixed or uniform price in connection with this Request for Proposal.

Valid California State Contractors' License No._____

(as applicable) License type_____

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

24

CAL-WEST TRANSFER REFERENCES

CREATIVE ADVANCED TECHNOLOGY
1500 Green Hill Road
Scotts Valley, CA

CONTACT: Michelle Ney, Facilities coordinator
(Works for another company now)
cell # 831-234-2148
Her replacement: Claudia Stoffani
831-440-2822

Moved approximately 70,000 **sq.** ft. They bought out another company and moved both to a larger building.

UCSC EXTENSION
10420 Bubb Road
Cupertino, CA

CONTACT: Robert Kemp 831-427-6649
Kevin Donahugh 831-427-6676

Moved approximately 36,000 **sq.** ft. during UC Extension consolidation of Santa Clara classrooms and administrative offices to Cupertino. This included moving computers, panel systems, office furniture, student work tables and several hundred chairs.

UCSC ADMINISTRATIVE OFFICES

CONTACT: Roger Ivie, Architect in charge of these moves
831-425-1570
310 Locust Street
Santa Cruz, CA

Controllers Office, 7 person office
Office of Sponsored Projects, 11-15 person office
Staff Human Resources, 13-15 person office
Training & Development, 3-4 person office
Staff Human Resources Benefits, 23-25 person office

These moves included panel system disassembly and set up, record moving, packing and unpacking, and modular furniture.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SJ CALWES2

DATE (MM/DD/YY) 01/02/03

PRODUCER

Paul Hanaon Insurance Services
1827 Clay Street
Napa CA 94559
Phone: 800-852-1968 Fax:707-252-5905

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS *NO RIGHTS* UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY *THE* POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Cal West Transfer
160 Trescony Street
Santa Cruz CA 95060

INSURER A: New Hampshire Insurance Co
INSURER B: Republic Indemnity Co.
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
A	X COMMERCIAL GENERAL LIABILITY	007507654	04/18/02	04/18/03	EACH OCCURRENCE	$ 1,000,000
	CLAIMS MADE X OCCUR				FIRE DAMAGE (Any one fire)	$ 50,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
	AUTOMOBILE LIABILITY					
A	X ANY AUTO	009384566	04/18/02	04/18/03	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	X HIRED AUTOS				BODILY INJURY (Per accident)	$
	X NON-OWNED AUTOS					
	X Spcfd C of Loss	$25 DED			PROPERTY DAMAGE (Per accident)	$
	Collision	$1,000 DED				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	030371-09	01/01/03	01/01/04	X WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$ 1000000
					E.L. DISEASE - EA EMPLOYEE	$ 1000000
					E.L. DISEASE - POLICY LIMIT	$ 1000000
	OTHER					
A	Cargo	007507654.	04/18/02	04/18/03	One Unit	$100,000
					One Loss	$200,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The certificate holder is included as additional insured with respects to general liability subject to all policy terms and provisions.

CERTIFICATE HOLDER | Y | ADDITIONAL INSURER INJURER LETTER:

County of Santa Cruz-Dept. of Public Works'
Miriam Anderson/831-454-2385
701 Ocean Street
Santa Cruz, CA 95060

SNTCRUZ

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Lisa R. Paul

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