

SAN MATEO COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSALS

FOR A NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER (NCRIC)
ELECTRONIC SURVEILLANCE TELEPHONY INTERCEPT SOLUTION
RFP #1286

Proposals Due No Later Than: Monday, December 23, 2013 at 4:00pm PST

Chapter 1

Introduction and Background

Introduction

Overview

The County of San Mateo Sheriff's Office ("County"), on behalf of, and as the fiduciary agent of, the Northern California High Intensity Drug Trafficking Area ("NCHIDTA") and the Northern California Regional Intelligence Center ("NCRIC"), invites your company or organization to submit a written proposal to provide an Electronic Surveillance Telephony Intercept Solution; inclusive of all required hardware, software, and/or services, based on the requirements contained within this request for proposal (RFP).

This initiative is being funded by federal Department of Homeland Security grant funds that were passed through to the State of California Office of Emergency Services, in which the County is a sub-grantee.

This RFP is not a commitment or contract of any kind. The County, NCHIDTA and NCRIC reserve the right to pursue any and/or all ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the proposers and shall not be reimbursed. The County and the NCHIDTA and NCRIC reserve the right to reject any and all proposals. The County, NCHIDTA, and NCRIC reserve the right to waive any requirements of this RFP when it determines that waiving a requirement is in their best interest.

The County prefers a comprehensive solution with a single, prime contractor legally and financially responsible for all applicable hardware, software, and services. However, the County recognizes that some vendors may not be able to supply all of the required elements within this RFP. Therefore, the County encourages vendors to team with other vendors that complement their proposal. Ultimately, the County will seek a prime vendor to assume total project accountability and responsibility.

RFP Structure

The proposal should clearly demonstrate how the solution that you are proposing could best satisfy the requirements of the County. This written RFP states the scope of the business and technical requirements and specifies the rules for preparing the proposal response. The RFP includes four chapters, as follows:

Chapter 1 - Introduction and Background: The current chapter provides an introduction to the project, background information, and the primary objectives of the initiative.

Chapter 2 - Rules of Preparation: Provides general guidelines and rules to assist vendors in preparing their responses.

Chapter 3 - Requirements: Includes service and functional requirements and describes the instructions for completing responses to the requirements.

Chapter 4 - Vendor Response: Includes questions regarding the proposing company's background and qualifications, the specifications and capabilities of the proposed systems, the services to be provided, and proposed costs.

Background

Agencies Involved

The NCHIDTA is responsible for the coordination of counter-narcotic efforts for eleven Bay Area Counties and seven enforcement task force initiatives. The NCHIDTA also manages the NCRIC, which spans an additional four counties and combines the resources of the NCHIDTA with those of the fusion center. The synthesis of the NCRIC's intelligence resources creates an "All Crimes Intelligence" Fusion Center with an Area of Responsibility (AOR) that includes 7.5 million residents, and encompasses the entire Northern Federal District of California within the fifteen counties of Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Francisco, Santa Clara, Santa Cruz, San Benito, San Mateo, and Sonoma.

Project Purpose and Objectives

To support law enforcement agencies and NCHIDTA task force initiatives within the NCRIC AOR, County will procure an electronic surveillance telephony intercept solution.

The project's primary objectives is: deployment of a turn-key solution for collection, analysis, and evidentiary reporting of court-authorized intercept data.

Chapter 2

Rules of Preparation

Rules of Preparation

Introduction

The submitted proposal must adhere to the rules and format stated within this chapter to ensure a fair and objective analysis of all proposals. All responses must be on this form or its copy. Additional pages may be attached as necessary. However, unnecessarily lengthy documents (or marketing materials) are discouraged. Failure to comply with or complete any portion of this request may result in rejection of a proposal at the discretion of the County. In this RFP, the terms “vendor”, “proposer”, and “offeror” are used interchangeably.

General Provisions Regarding Public Nature of Proposals

Government Code Section 6250 et. seq., the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Record Act provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

Proposer's Rights regarding Confidentiality of Proposals

The County, the NCHIDTA and the NCRIC cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the County, the NCHIDTA and the NCRIC receive a request for any document submitted in response to this RFP, they will not assert any privileges that may exist on behalf of the person or business submitting the proposal. If a proposer believes that a portion of its proposal is confidential and notifies the County, the NCHIDTA and the NCRIC of such in writing, the County, the NCHIDTA and the NCRIC may, as a courtesy, attempt to notify the Proposer of any request for the proposal. However, it would be the sole responsibility of that proposer to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure. The Proposer understands that the County, the NCHIDTA and the NCRIC are not responsible under any circumstances for any harm caused by production of a confidential proposal.

County's Rights Regarding Confidentiality of Proposals

To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the County, the NCHIDTA, the NCRIC and/or their officers, agents and employees retain the discretion to release or to withhold disclosure of any information submitted in response to this RFP.

Vendor Inquiries

All vendor inquiries must be submitted electronically via email to: RFP1286@ncric.org

Contact with other County employees regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting other County employees during the selection process risk elimination of their proposal from further consideration.

Deadline for Written Questions

Submit written questions electronically via email to RFP1286@ncric.org by December 9, 2013. Questions arising after this date will be answered at the discretion of the County in the form of addendum. Questions and answers will be posted on the San Mateo County Sheriff's web site alongside the RFP at <http://www.smcsheriff.com/>.

Modifications to the RFP

If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the San Mateo County Sheriff's web site at <http://www.smcsheriff.com/>. It is the responsibility of each proposer to check the web site listed above for changes and/or clarifications to the RFP prior to submitting a response, and a proposer's failure to do so will not provide a ground for protest.

Submission of Proposals

Responding vendors must submit five (5) complete copies, one marked "ORIGINAL", plus an electronic copy (on CD or other portable medium) with the Proposer's response in any combination of Word Document, Excel Spreadsheet, or Adobe Acrobat.

Proposals must be submitted in a sealed envelope or box, marked "Proposal for a Northern California Regional Intelligence Center Electronic Surveillance Telephony Intercept Solution", and received no later than 4:00pm PST (Pacific Standard Time) on Monday, December 23, 2013. Address proposals to:

San Mateo County Procurement Division: 4th Floor
Attn: Charles Davenport
Request for Proposal Number: 1286
455 County Center
Redwood City, California 94063

Proposals received by the County after the above date and time will not be considered. Evaluation of the proposals is expected to be completed within thirty (30) days after the due date. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to its proposal.

Please note that the San Mateo County Procurement Division is closed on Fridays.

Medium of Document

This RFP is the property of the County of San Mateo. For written responses, the original format and page numbering of this RFP should be maintained. Appropriate narrative clarification of answers is encouraged as needed, however, narrative should be provided on additional pages in order to maintain the original format and pagination (e.g., Exhibits, Attachments, etc.). Any omissions or errors

in the submitted proposals are the responsibility of the submitting vendor. Any other duplication or use of this document is prohibited.

Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn prior to the date and time specified for proposal submission by an authorized representative of the vendor by formal written notice. Proposals submitted shall become the property of the County upon receipt by the County.

Errors and Omissions

The vendor shall point out to County, and not be allowed to take advantage of, any obvious errors and/or omissions in these specifications or in the vendor's specifications submitted with his/her proposal.

Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the vendor that are submitted as part of the proposal shall become the property of the County upon receipt by the County.

News Releases

News releases and all other related information (e.g., recommendations, etc.) pertaining to this project shall not be made available to anyone without prior approval by the County.

Right to Reject Proposals

The County reserves the right to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary in its interest.

The County reserves the right to cancel the award of a contract at any time should the vendor fail to comply with the terms and conditions of this RFP. In all matters relating to the cancellation of this RFP, the County shall be the sole judge of its best interest and vendor compliance with terms and conditions.

Performance Bond

All contractors will be required to obtain a performance bond for any contracts over \$249,999.99.

Demonstrations

As part of the evaluation process the County may require demonstrations of similar systems and/or specific applications that are installed and operational. Finalist vendors should be prepared to demonstrate applications and answer questions with the project's Steering Committee. All costs of the demonstrations are the vendor's responsibility. Additionally, the County may require visits to existing installations of comparable systems. The County will be responsible for costs associated with visiting other installations.

Evaluations

An evaluation team, composed of representatives from or chosen by the County, the NC HIDTA and the NCRIC, will evaluate proposals on a variety of quantitative and qualitative criteria. The lowest price proposal will not necessarily be selected.

Selected vendors may be invited to make oral presentations to the evaluation team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed solution.

The criteria upon which the evaluation of the proposals will be based include, but are not limited to, the following:

1. Adherence of the proposal to the format specified herein; all required information must be provided as indicated herein.
2. Quality and depth of references.
3. Previously demonstrated ability to successfully provide the services and technology required by the County.
4. Level of service and responsiveness that the vendor commits to providing to the County.
5. Experience and technical expertise of staff.
6. Design, capability, and functionality of the solution as determined by the evaluation team.
7. Current availability and ability to demonstrate solution required by the County.
8. Level of integration between proposed solution and existing external systems or devices.
9. Capability, design, reliability, warranty and expandability of any proposed hardware.
10. Economic feasibility and justification of all costs.
11. Vendor willingness and ability to negotiate a contract acceptable to the County.
12. Feasibility, timeliness and quality of the proposed implementation schedule.
13. Level of assistance to be provided to the County by the vendor during the implementation process as part of the contract.
14. The number of hours and extent of user training.
15. Quality and extent of the documentation to be provided.

Each proposal will be carefully reviewed by the evaluation team based on these 16 criteria. At least two vendors will be invited to present an oral demonstration of their capabilities.

Exceptions to the RFP

The format of the RFP must be followed and all requested information must be submitted as indicated. However, the County is receptive to any additional suggestions pertaining to phasing and scheduling of application development, equipment installation and software implementation, additional related capabilities, and any alternative methods of obtaining any portion of the system requirements.

Discrimination and Equal Opportunity

It is the policy of the County of San Mateo to afford all people an equal opportunity to bid on any RFP that is released by the County. The County of San Mateo has a policy that prohibits discrimination against any person because of race, color, creed, marital status, religion, age, sex, sexual orientation, national origin or disability in the award or performance of any contract. The County of San Mateo will require its employees, agents and contractors to adhere to this policy.

Board of Supervisors Approval

The Board may, at its discretion, reject, accept or modify any proposal recommended to it by the evaluation team.

Immigration Laws

Vendor shall take all steps necessary to ensure that all its employees and any sub-contractors are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986.

Contractor Declaration Form

Along with proposal, vendor must return a completed and properly executed Contractor Declaration Form (included as Attachment A in the Appendix).

Independent Contract Agreement

All applicable terms and conditions will be incorporated into any resulting contract. The County reserves the right to obtain the most favorable terms and may require vendors to modify their proposals. In addition, the successful vendor will be required to enter into a written agreement with the County wherein the vendor will undertake certain obligations relating to the implementation and performance of the intelligence management system. These obligations may include, but are not limited to, the following:

Knowledge of Conditions: Before submitting a proposal, vendors must carefully examine this RFP and inform themselves thoroughly as to all aspects of the work pursuant to the requirements. Pleas of ignorance of conditions or difficulties that may be encountered in the execution of the work pursuant to this document as a result of a failure to make the necessary examinations or investigations shall not be accepted for any failures or omissions on the part of successful vendors to fulfill, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for the extension of time.

Inclusion of Documents: A copy of the RFP and the proposal submitted in response will be included as part of the final contract with the selected vendor. In addition to the completed proposal, a resulting purchase order and or contract may include, but not be limited to, written correspondence or facsimiles between the County or its consultant and the vendor subsequent to proposal submission.

Accountability: The selected vendor will be required to submit monthly status reports covering such items as progress of work being performed, milestones attained, problems encountered and corrective action taken. The vendor shall attend project status meetings at least once per month during the course of the entire implementation period or scope of the project, at no additional cost to the project. Project financial reporting and invoicing will be mutually agreed upon.

Insurance: The successful vendor shall not start work until all insurance requirements meet the approval of the County's Risk Manager. The prime vendor is also responsible for all sub-contractor insurance requirements. Duplicate copies of original insurance policies required by this Agreement shall be provided to the County's Risk Manager. The vendor shall agree to furnish and maintain, during the period of this agreement, insurance coverage meeting the following requirements:

- a. Commercial General Liability Insurance at minimum combined single limits of \$2,000,000 per occurrence aggregate for Bodily Injury and Property Damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage. Any exclusion for product liability or safety shall be removed. Coverage for Products/Completed Operations must be maintained for at least two (2) years after the work is completed. Contractual Liability must be maintained with respect to the vendor's obligations contained in the agreement.
- b. Workers Compensation insurance at statutory limits, including employer's liability coverage at \$1,000,000 per occurrence.
- c. Commercial automobile liability insurance at minimum combined single limits of \$1,000,000 per occurrence for any auto.
- d. Errors and Omissions (i.e. Professional negligence) at minimum combined single limits of \$1,000,000 per occurrence.

Vendor shall provide the following endorsements:

- a. The County of San Mateo shall be named an additional insured (CG 2010 1185) with respect to general liability and automobile liability.
- b. All liability policies shall contain cross liability and severability of interest clauses.
- c. A waiver of subrogation in favor of the County of San Mateo with respect to the worker's compensation insurance.
- d. The policy shall be endorsed to require the insured to immediately notify the County of San Mateo of any material changes in the insurance coverage.
- e. The contractor's insurance shall be primary coverage as respects the County of San Mateo.

All insurance shall be purchased from an insurance company with a current A.M. Best (Insurance Rating and Information Agency) of not less than A:VII. All insurance must be written on forms filed with and approved by the California State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. The company is licensed to do business in the State of California.
- b. The company's forms have been approved by the California State Board of Insurance.
- c. Sets forth all endorsements as required above.
- d. The certificate must also show that the County will receive a registered notice (30) days before any material change in coverage.

Warranty: Any vendor-provided software is to be under warranty for one year from date of acceptance. The warranty shall require the vendor to be responsible for all cost of parts, labor, field service, pickup and delivery related to repairs or corrections during the warranty period. The vendor warrants that the items furnished will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by the vendor to the County.

All equipment furnished shall be guaranteed by the vendor for a minimum period of one year against defects in design, material, and workmanship. The warranty period shall begin with acceptance of the completed work. Warranty repairs to correct discrepancies identified during this period will include

labor and materials at no cost to the County. Any faulty equipment that, in the judgment of the County, is not reasonably repairable shall be replaced by the vendor as a warranty action.

Costs: All costs must be detailed specifically in the vendor cost section of the proposal. No additional charges (e.g., for transportation, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal. Costs should be itemized on appropriate pages. Vendors must fill out all appropriate cost pages in Chapter 4 (or replica of these pages). The County will not be liable for any costs associated with the preparation, transmittal or presentation of any proposals or material submitted in response to this request for proposal.

Payment Schedules: The County will require a payment schedule based on defined and measurable milestones.

Under no circumstances will payments be made in advance of work performed. The County will require holdback of all contract monies (a minimum of 10%) until acceptable performance is demonstrated.

Training: The County and the vendor will develop a mutually agreeable training schedule. Training will be conducted at the NCRIC facilities and consist of both operational and administrative information. Training is a critical issue for the organization. In preparing your response, be prepared to address the number of persons to be trained, estimated hours of training and the availability of training medium materials (including photocopies, electronic formats and videotape).

Software Defects: The vendor shall promptly correct all software defects for which the vendor is responsible, within a time period agreed upon by the County and the vendor.

Indemnification: Vendors shall defend, indemnify and hold harmless the County, its officers, officials, employees, designated volunteers (reserves) and agents from or on account of any injury or damage received or sustained by any person or persons during or on account of any operation proximately connected with the provisions of any provided services by vendor, its suppliers or subcontractors, their agents, employees, or for the vendor or their agents names responsibility for, or for both; or by consequence of any negligent act or omission in connection with the same; or by use of any improper materials or by or on account of any act or omission of vendor, its suppliers, subcontractors, or the agents or employees.

Further, vendor agrees, at its own expense, to defend, indemnify and hold harmless the County, its officers, employees, agents and designated volunteers, from any and all claims, costs, including attorney fees or liability arising from or based upon the alleged violation of any applicable laws, ordinances or regulations and all suits and actions of every name and description that may be brought against the County which could result from any operation or activity under this contract to be awarded whether such activity or operation be performed by vendor or subcontractor or by anyone directly or indirectly employed by either.

Patents and Royalties: Vendor, without exception, shall indemnify and hold harmless the County, its officers, officials, employees, designated volunteers (reserves) and agents from any liability of any nature or kind, including costs and expenses for or on account of trademark, copyrighted, patented, or non-patented invention, process or article manufactured or used in the performance of the contract,

including its use by County. If the vendor uses any design, device or materials covered by patent, trademark or copyright, it shall be mutually understood and agreed without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

Resolution of Disputes: The vendor and County agree that in the event of any controversy, dispute, or claim between the County and the vendor arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute before filing a lawsuit the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of California. The vendor and County shall select a third party arbitrator or mediator. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of California.

Background Checks: The successful vendor will be required to authorize the investigation of its personnel proposed to have access to non-public areas of the NCHIDTA/NCRIC facilities. The scope of the background check is at the discretion of the County. Proposed staff will be required to provide their full legal name, date of birth, and social security number.

Notice to Proceed: Will be issued after the County receives the fully executed contract.

Other: The County will require vendors to provide, under the final contract such items as performance guarantees for response time, capacity guarantees, system availability, rights to source code, and system acceptance criteria. The selected vendor should be prepared to commit to these items.

The selected vendor may offer product enhancements, either in quantity or feature, so as to make its bid more appealing to the County.

Key Events and Projected Dates

Listed below are target dates by which the County expects certain events to be completed:

Release of RFP to Vendors.....	November 25, 2013
Deadline for Submission of Written Questions.....	December 9, 2013
Response to Written Questions.....	December 12, 2013
Proposal Submission Deadline.....	December 23, 2013 4:00pm PST
Evaluation.....	December 24, 2013-January 17, 2014
Final Day to Submit Protest.....	January 27, 2014
Contract Award.....	January 31, 2014
Contract Completion.....	May 31, 2014

Chapter 3

Requirements

Requirements

Vendor Functional and Non Functional Requirements

For each requirement below, please indicate directly if the proposed solution will meet this requirement, how the requirement will be satisfied, and any additional supporting or associated details as relevant or requested.

This should not be interpreted as an exhaustive list of all desired functionality, rather a condensed list of key features which will factor prominently into the evaluation process, thus a direct response to each item is required.

<p>Intercept/Monitoring capability for no fewer than 24 lines with simultaneous activity. Provide scalability metrics or optional costs to increase this quantity to as many as 48.</p>	
<p>Archive capability that writes or streams to non-rewritable BluRay media, or superior equivalent media format, for retention or extraction. Carousel storage with no fewer than 24 slots for source media and at least two drives.</p>	
<p>Remote user access, via Terminal Services, client-site VPN, or other solution, that provides 100% capability and functionality compared to local LAN access. Please identify any relevant bandwidth limitations or expectations, minimum hardware requirements for the remote terminals, operating systems supported, and any supporting software (e.g. antivirus) expectations. Remote workstation hardware is not in scope of this RFP, however, proposal should include any necessary software or licenses (e.g. Terminal Server CALs) to achieve remote operation.</p>	

Initial configuration of necessary connections with all common telephony providers, at a minimum: Verizon, Sprint, T-Mobile, AT&T, Metro PCS.	
Capability to intercept voice, SMS, and MMS content	

County Requirements

To support the vendor, County will provide the following resources to the location where the proposed solution will be deployed:

- 19” four-post rack for mounting of server, firewall, switch, or other rackmount equipment
- Power outlets (5-15R) and adequate cooling
- Internet routable network connectivity and adequate bandwidth.

Chapter 4

Vendor Response

Vendor Response

Introduction

All responses must be submitted on this form (or its copy).

A: RESPONSE INSTRUCTIONS

This Chapter establishes the format and specific content for vendor response to this proposal, as follows:

Subsection A: The current section.

Subsection B: Requires general information regarding the vendor's company and subcontractors (if any).

Subsection C: Requires vendor reference information.

Subsection D: Provide a summary of the proposed solution, documentation and installation approach.

Subsection E: Requires information regarding any Computer Hardware and System Software being proposed.

Subsection F: Requires information about the plan for implementing the proposed solution and training.

Subsection G: Requires information regarding warranty and maintenance services to be provided.

Subsection H: Requires information regarding vendor contractual responsibilities.

Subsection I: Requires specific pricing information.

Subsection J: Requires information on any exceptions to RFP terms and conditions.

Vendors are required to respond to all questions in one of three ways:

1. Provide information where requested directly in the spaces indicated; or
2. Provide information requested in an attachment clearly indicating the page number and item number to which responding; or
3. Instead of an attachment, provide the information requested (e.g., description, explanation) immediately below the question or request for information.

Adherence to the overall format of the RFP is required. Vendors who omit responses may be deemed unresponsive and risk being eliminated.

B: VENDOR GENERAL INFORMATION

Company Name:

Local Address Serving
The County:

Headquarters Address:

Representative(s)

Name	Title	Phone Number and Email Address
------	-------	-----------------------------------

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Company Information

How many years has the company actively participated in providing products or services similar to this proposal? _____ years

How many employees does the company have?

Nationwide: ____ employees In local office: ____ employees

Provide Dun & Bradstreet number _____

Vendor Collaboration / Subcontractor Services Overview

Please fill in the appropriate company name in the column next to the product or service to be provided by that vendor.

Role or service	Provided By
a. Prime Contractor	<hr/>
b.	<hr/>
c.	<hr/>
d.	<hr/>
e.	<hr/>
f.	<hr/>
g.	<hr/>

C: VENDOR REFERENCES

Instructions: Complete the reference list as indicated for a minimum of three organizations that have used the proposed solution, or similar services, from your company.

<i>Name, Address, Contact, Title, and Phone Number</i>	<i>Services Provided</i>	<i>Date Service or Technology Provided</i>
(1)		
(2)		
(3)		

D: SUMMARY OF SOLUTION

Provide a summary of the proposed solution, documentation and installation approach:

1. Proposed Solution

Please provide a description of your proposed solution to achieving the County's goals and objectives as stated in this RFP. The County welcomes innovative and alternative solutions, and reserves the right to select an alternative approach when it is deemed in the best interest of the County.

2. Documentation

Identify the user manuals, business process guides, or other documentation that your company plans to develop during the initiative.

3. Installation

Provide a timeline, which depicts the milestones necessary to implement the proposed solution. Identify the roles and responsibilities of the vendor and the County in the timeline.

4. Maintenance, Support, and Warranty

Describe the duration and level of warranty covering the proposed solution, including hardware or software components if applicable. Explain the roles of the County and Vendor for maintenance or repair issues, and clarify what coverage is provided by the vendor or manufacturer. If applicable, include options for extending warranty coverage beyond the included duration. Note the County requires a minimum of one year coverage for all hardware, software, and services.

E. COMPUTER HARDWARE, SYSTEM SOFTWARE, AND ENDPOINT ACCESS

1. System Hardware

If your solution includes new computer hardware, please describe each component of the system which will fulfill a server role (i.e. application server, web front end server, database server, etc.). Add additional rows as necessary. Indicate whether the solution may be installed and supported on existing server infrastructure, and provide the minimum hardware and software requirements.

In general, the County is inclined toward self-hosted solutions due to applicable security and inventory / fixed asset restrictions, however “cloud hosted” or other datacenter/co-located/offsite solutions may still be considered.

Functional role (database, web, staging, integration, etc)	Hardware requirements (RAM, storage, processor cores)	Included with solution or installed on existing hardware?
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Supported Platforms and Endpoint Requirements

If your solution includes software to be installed on or accessed from computer workstations, please describe the minimum required hardware and software specifications for those devices. List all supported platforms and versions (Microsoft Windows, Mac OS, etc). If use is available from mobile devices (tablets, smartphones, etc), list which platforms and versions are compatible, and briefly describe any functional difference.

Platform (Windows, MacOS, iOS, Android, etc). List minimum or supported version(s).	Functionality available
_____	_____
_____	_____
_____	_____
_____	_____

3. Miscellaneous equipment

Please describe any other physical equipment or hardware, including but not limited to mounting racks and other furniture, interface devices, or data storage/backup.

4. Database Management System

- a. All databases are compliant with open system standards such as ODBC? Y/N ____
- b. All databases use the relational database model? Y/N ____
- c. Data dictionaries and schema information are provided to client for all databases? Y/N ____
- d. County provided with full read access to data for potential integration with other systems? Y/N ____
- e. Database technology used? (SQL, Oracle, other) _____

5. Scalability and License Model

Please provide the following minimum information for each scalable parameter of your solution. All costs associated with these factors should be clearly identified in the Vendor Costs section.

Licensed Component	Type (concurrent login, per workstation, etc.)	Number Proposed	Maximum Supported
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Additional Information

a. Please provide a diagram (or diagrams) showing, in detail, all proposed hardware and networking components and connectivity. The diagram(s) shall include centralized computer room components as well as an overall representation of the network and peripherals. Any component which is listed in Hardware Costs shall be included and identified in the diagram(s). Diagram(s) attached? Y/N _____

b. What delivery lead time (from date of contract signing) is anticipated for hardware? Days _____

F: IMPLEMENTATION AND TRAINING

1. Installation

- a. Describe the hardware and software installation services to be performed included in this proposal:

- b. Describe any customer installation responsibilities:

- c. Describe the onsite and/or offsite software installation procedure, and the vendor's need for physical or remote access:

2. Training

- a. Indicate the hardware and software training included in this proposal. All training costs should be identified in the Vendor Costs section.

Course Description:	Applicable For:	Hours:
<hr/>	<hr/>	<hr/>

Total:

- b. Describe any training alternatives:

3. Documentation

Please attach and clearly identify additional published reference material for all proposed hardware and related peripherals. Attached?

Y/N _____

4. System Maintenance and Operation – County Requirements

Describe any periodic functions that must be performed by County staff to ensure proper continued operation of the system. Describe any utilities that are provided to assist in the performance of each required function.

(1) Data backup

(2) Database administration or maintenance

(3) User Account maintenance

(4) Identify the estimated annual downtime for the above actions

(5) Other

G: WARRANTY AND MAINTENANCE

- 1. Length of warranty for all components and services of the solution: _____

- 2. Please list the types of support offered (phone, email, on site) the provider of the support (vendor, manufacturer, other) and the hours of day when support is available. If any options are at additional cost (such as after-hours phone support or on-site visits), please indicate that rate.

- 3. Will you guarantee a fixed maintenance cost?

Hardware	Y/N	_____	Software	Y/N	_____
No. of Years		_____	No. of Years		_____

- 4. List additional services provided for the hardware, network and software under the terms of the agreement at no additional cost to the County.

- 5. What are the County's obligations following a new release/major redesign of an application?

- a. Is there mandatory installation of the new release? Y/N _____
 - (1) How soon? Months _____
 - (2) Is there an additional charge for the new release? Y/N _____
 - (3) Is conversion assistance provided, if necessary? Y/N _____
 - (4) Is new documentation supplied? Y/N _____
 - (5) Is additional training provided? Y/N _____
 - (6) Is maintenance continued for the old release? Y/N _____
 - (7) How long? Months _____

H: VENDOR CONTRACTUAL RESPONSIBILITIES

1. Who would be the authorized negotiator?

Name/Title: _____

Phone Number: _____

2. To the best of your knowledge, does your company have current pending or threatened litigation regarding any public safety systems?

Y/N _____

If yes, explain in detail.

3. Acceptance Period

a. The County requires a minimum 30-day acceptance period from the date that the system is fully operational. During that time, the product(s) must successfully pass a series of reliability, performance and functionality tests.

Describe the level of support that will be provided during the 30 day acceptance period.

4. Include copies of your standard contract and/or licensing agreements for:

Included?

- | | |
|------------------------------|-----------|
| a. Hardware Purchase/Lease | Y/N _____ |
| b. Hardware Maintenance | Y/N _____ |
| c. Software Purchase/License | Y/N _____ |
| d. Software Maintenance | Y/N _____ |

I: PRICING SCHEDULE

This section requires a detailed breakdown of all prices for the proposed solution. All prices are to be stated as firm fixed amounts, except where requested on a different basis. All prices must be detailed; no additional charges (e.g., for sales tax, transportation, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified. Prices must be unbundled and separately listed, including recurring costs that are associated with third-party vendor-provided hardware and software. Vendors must complete all applicable price pages in this section. Totals from each section are to be summarized on the final two pages. Sales taxes are to be shown for each item and in the Vendor Pricing Summary pages. Vendors may choose to use their own spreadsheet printouts for submission of prices. However, page headers, column headers, number of columns, number of rows, and row labels must conform to the enclosed pricing pages.

TOTAL OTHER COSTS

\$

3. Optional Costs, Upgrades, or Additions

Provide information and pricing estimates for any optional features, components, upgrades, or services that the County might consider as part of this procurement.

	<i>Initial Cost</i>	<i>Annual Recurring</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total	\$ _____

For any item or service not specified in this solicitation, what are your hourly rates?

Training	\$ _____	Project Management	\$ _____
Programming	\$ _____	Installation	\$ _____
Design	\$ _____	Other	\$ _____

Sales Tax (9.5%)	_____
Freight	_____
Total One-Time Options Cost	\$ _____
TOTAL ONE-TIME COST (INCLUDING OPTIONS)	\$ _____

6. Vendor Pricing Summary – Recurring Costs

Provide a summary of all recurring costs for the solution you are proposing. Any subtotals carried forward to this page should agree with the corresponding detail page.

<i>Solution Component (Hardware, Software, etc.)</i>	<i>Annual Recurring Cost</i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL ANNUAL RECURRING PRICE	\$ _____
(without options)	_____

Total Recurring Price on Optional Items

	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
TOTAL ANNUAL RECURRING PRICE	\$
(with options)	<hr/>

J: EXCEPTIONS TO RFP TERMS AND CONDITIONS

Please use the space below to list and describe in detail any exceptions to the RFP terms and conditions:

Appendix

Contractor's Declaration Form – Attachment A

I. CONTRACTOR INFORMATION

Contractor Name:		Phone:	
Contact Person:		Fax:	
Address:			

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment

- Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.*
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.*

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

SIGNATURE

NAME

DATE

TITLE

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
[Contractor name]**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
“County,” and [Contractor name here], hereinafter called “Contractor”;

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment H—HIPAA Business Associate Requirements
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed [Write out amount] (\$Amount).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[Last 2 digits of year], through [Month and day], 20[Last 2 digits of year].

This Agreement may be terminated by Contractor, the [Name of County Department Head], or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

7.1 **General Hold Harmless.** Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability. \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with domestic partners.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall

comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
 - Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.
- G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation; and/or
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and

a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the

Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:
Address
Telephone:
Facsimile:
Email:

In the case of Contractor, to:

Name/Title:
Address:
Telephone:
Facsimile:
Email:

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

[Contractor Name Here]

Contractor's Signature

Date: _____

(Revised 7/1/13)

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Exhibit B

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms: