



**REQUEST FOR PROPOSALS NO. 1287:
INFORMATION SHARING SYSTEMS PROJECT MANAGER**

County of San Mateo

Sheriff's Office

Date: Thursday, December 19, 2013

Responses Must be Received by 4:00 p.m. on Thursday, January 23, 2014

**REQUEST FOR PROPOSALS
FOR AN
Information Sharing Systems Project Manager**

Proposals must be submitted to:

San Mateo County Procurement Division
Attn: Tamara Seney – RFP #1287
455 County Center, 4th Floor
Redwood City, CA 94063

**By 4:00 P.M. Pacific on
Thursday, January 23, 2014**

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

Government Code Sections 6550 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record **without exception**. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

This Request for Proposals (RFP) is not a commitment or contract of any kind. The San Mateo County ("County") and the Northern California Regional Intelligence Center ("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 NCRIC reserve the right to reject any and all proposals. The County and the NCRIC reserve the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County and the NCRIC.

Proposer's Rights regarding Confidentiality of Proposals. The County and the NCRIC cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the County 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 and the NCRIC of such in writing, the County 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 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 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.

I. INTRODUCTION

A. The County and the NCRIC welcome proposals from all qualified individuals. The County and the NCRIC may, in their sole discretion, enter into contracts with multiple qualified providers.

B. Purpose

The purpose of this RFP is to select a vendor/individual as the NCRIC's Information Sharing Systems Project Manager. This individual will perform Regional Information Sharing System services for the NCRIC through the needs analysis, design, development, testing, and deployment of services to create an Information Sharing Environment between the NCRIC and law enforcement or public agencies, both within the region and statewide. The contract amount shall not exceed \$80,000 for the term of the grant, which will expire on December 31, 2014. With the approval of the Grantor, the term of the contract may be extended.

C. Authority

The County of San Mateo – Sheriff's Office, on behalf of and as the fiduciary of the Northern California High Intensity Drug Trafficking Area (NCHIDTA) and the Northern California Regional Intelligence Center (NCRIC) has been awarded federal Urban Area Security Initiative Grant funding through the Bay Area Urban Area Security Initiative.

D. Background

For the past 12 years, the NCHIDTA program has provided a stable source of federal funding and collaborative regional leadership to combat organized drug trafficking and related crime. In 2004, the Regional Terrorism Threat Assessment Center (NCRTTAC) was established under the NCHIDTA management to make it possible for public safety agencies to identify and assess terrorist threats in the Bay Area. The NCRTTAC was co-located with the NCHIDTA to form an information "Fusion Center" for Northern California. In 2009, the Fusion Center began doing business as the NCRIC. The US Department of Homeland Security and the State of California have designated the NCRIC as the regional Fusion Center for the Bay Area. The NCRIC is partially funded by federal UASI grant funds, for which San Francisco serves as the regional administrator.

E. Qualified Individuals

It is highly desirable that individuals have experience working with law enforcement and public safety software programs, especially those

systems which aggregate data from multiple sources.

- F. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all County personnel are specifically directed not to hold meetings, conferences, technical discussions, or communications of any kind with any applicant for purposes of responding to this RFP. Any attempt by an applicant, or agent thereof, to contact County personnel or a member of the Proposal Review Committee regarding the proposal process may be considered tampering and may result in the applicant being disqualified from entering into any contract that may result from this RFP.

- G. If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the County of San Mateo Sheriff's Office web site at 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.

II. SCOPE OF WORK AND SPECIFICATIONS

- A. The role of the Information Sharing Systems Project Manager (ISSPM) is to support the utilization, expansion, and functionality of law enforcement software programs hosted by the NCRIC which aggregate information from disparate data sources and data types. This includes but is not limited to: Palantir Technologies, IBM Coplink, and Digital Sandbox.

The ISSPM will represent the NCRIC and interface with: local law enforcement and public safety agencies, software vendors who provide the records management systems those agencies utilize, representatives from the platforms that aggregate those records, and other information sharing entities throughout the State of California. The ISSPM will develop training plans for users and agencies, determine appropriate data flow solutions for information sharing and/or warehousing, identify funding sources for ongoing sustainment of these systems, and produce memorandum of understanding (MOU) or other agreements to govern these records, systems, and partnerships.

- B. The services to be delivered are described in Appendix A: Scope of Work and Specifications. However, proposers are not discouraged from proposing additional services or services different in kind than those contained in Appendix A with a discussion of how the greater or different services proposed would improve the program.
- C. The proposer must be able to agree to all of the terms of the County form contract included as Attachment C and return an executed copy of the County's Declaration Form included as Attachment B. If the proposer cannot agree to each term but still wishes to respond to the RFP, the proposer must specifically identify in its proposal the terms, with which it cannot comply.

- D. Population to be served

The NCRIC Area of Responsibility includes a population of 7.5 million residents and encompasses 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.

- E. Staffing

Individual must be willing to participate and be qualified to successfully complete a San Mateo County Sheriff's Office law enforcement background investigation, which may include reference checks, criminal history and financial background checks. This process can take up to two months to complete.

- F. Proposers must agree to administer/use any and all survey instruments as directed by NCRIC Management, including outcomes and satisfaction measurement instruments.

G. Contract Term and Renewal Language

The Term of any contract resulting from this RFP will expire on December 31, 2014. The County and the NCRIC will reserve the right in any contract, to extend the term for up to one month periods should funding be available.

H. Funding Allocations

The Contract will not exceed \$80,000.00. NCRIC approved travel will be paid by the NCRIC and will not be included in the Contract amount.

III. PROPOSAL CONTENTS

- A. To be eligible for evaluation, proposers shall adhere strictly to the format set forth below. Each of the required sections identified must be addressed and must be specifically labeled.

The content and sequence of the proposal will be as follows:

Section	Title
1	Cover Letter
2	Table of Contents
3	Program Summary
4	Proof of Insurance
5	References

Items 1 through 5 below contain brief descriptions of material that must be included in this proposal.

1. Cover Letter: Proposer shall identify the individual's name that will be providing the services offered in the proposal. The name, address, telephone number, facsimile number and e-mail address of a principal contact for information regarding the proposal shall be supplied.
2. Table of Contents: Immediately following the Cover Letter, provide a comprehensive Table of Contents of the material included in the proposal. The Table of Contents must clearly identify the proposal sections and the applicable page numbers.
3. Program Summary (up to 20 pages):
 - a. Service Description - Describe the overall services you intend to provide consistent with Appendix A.
 - b. Describe your training and experience to ensure NCRIC's needs will be addressed. Provide a detailed resume to include your level of education, background and experience.
 - c. Work Plan and Timelines - Describe your work plan, including timeline for the implementation of services.
 - d. Program Evaluation - Describe how you plan to evaluate the program. Describe clinical, statistical, and fiscal records that you will keep.
 - e. Proposer's Background – Describe your history, mission,

programs, and services you provide; administrative structure; and experience in providing similar services. With the history, include length of time in business, and any experience working with public agencies.

- f. Describe start-up requirements and the lead-time necessary to begin providing services.

4. Proof of Insurance

Attach insurance certificates indicating liability insurance of a minimum of \$1,000,000 for each of the following: comprehensive general, motor vehicle, professional, and worker's compensation.

5. References

Include five references recently familiar with the quality and reliability of your work. Include the name, mailing address, and contact person and phone number for each reference.

- B. Proposal Submission

1. Submission Format

- A. All proposals should be typewritten; have consecutively numbered pages; include any exhibits, charts, or other attachments. No proposals will be accepted via electronic transmission.
- B. Proposals must have original signatures of the Proposer. An unsigned proposal may be rejected. A proposal may be signed by any authorized representative.
- C. Proposals must be received in a sealed envelope by the County of San Mateo Procurement Division no later than 4:00PM, Thursday, January 23, 2014. Please note that the County of San Mateo Procurement Division is closed on Fridays.
- D. Submit 1 (one) original, 6 (six) hard copies and one digital copy on CD. All envelopes must be clearly marked "Request for Proposal No. 1287."

E. Address proposals to:

County of San Mateo Procurement Division
Attn: Tamara Seney
Request for Proposal No. 1287
455 County Center, 4th Floor
Redwood, City, CA 94063

IV. PROPOSALPROCESS

A. Tentative Schedule of Events

EVENT	DATE
Release of RFP	12/19/13
Deadline for Submission of Written Questions	01/06/14 4:00PM
Responses to Written Questions	01/09/14
Proposal Submission Deadline	01/23/14 4:00PM
Begin Review of Proposals	01/24/14
Announcement of Standing	02/03/2014
Final Date to Submit Protest	Five Days After Vendor/Individual is Announced
Contract Award	02/14/14
Contract Completion	12/31/14

B. Submittal of Questions

Proposers requiring clarification of the intent or content of this RFP, or of the competitive proposal process, may request clarification by submitting written questions no later than 4:00PM, Monday, January 6, 2014 to:

tseney@smcgov.org

All questions must be in writing. The subject line of all associated email must include the RFP number. Verbal questions will not be answered. All questions and answers will be posted on the County of San Mateo Sheriff's web site at www.smcsheriff.org. It is the responsibility of each proposer to check the web site listed above for any changes and/or clarifications to the RFP as well as for questions and answers, prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

The County is responsible only for what is expressly stated in this RFP and any authorized written addenda thereto. The County and the NCRIC are not responsible for and shall not be bound by any non-authorized person acting or purporting to act on its behalf.

C. Use of Proposal

1. All proposals submitted in response to this RFP shall become the exclusive property of San Mateo County and the NCRIC.
2. The proposal shall be used to determine the proposer's ability to render the services to be provided. The failure of a proposer to comply fully with

the instructions in this RFP may eliminate its proposal from further evaluation as determined at the sole discretion of the NCRIC. The NCRIC reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a successful contractor, if any.

3. All proposals must remain valid for a period of not less than one hundred twenty (120) days from the closing date for submission.

V. PROPOSAL SELECTION PROCESS AND EVALUATION

A. Final Filing Date

4:00 PM, Thursday, January 23, 2014

B. Additional Information

If the NCRIC determines, in its sole discretion, that additional information is required or desirable beyond that provided in the proposal(s) of any of the proposer(s), NCRIC shall invite the proposer(s) to make oral and/or written presentations to the Evaluation Committee.

C. Late Proposals

Any proposals delivered after 4:00 PM on Thursday, January 23, 2014 may be rejected by the County and the NCRIC as not meeting the requirements of this RFP.

D. Rejection of Proposals

- i. The County and the NCRIC may reject any proposals not meeting the minimum requirements of this RFP.
- ii. The County and the NCRIC reserve the right to reject any and all proposals.
- iii. The County and the NCRIC reserve the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County. The County and the NCRIC's waiver of an immaterial requirement shall not excuse the proposer from full compliance with remaining requirements and the contents of its proposal in the event it is awarded the contract.

E. Evaluation Committee

The evaluation of proposals will be made by an Evaluation Committee

selected by the Director of the NCRIC and approved by the San Mateo County Sheriff or his designee. The Evaluation Committee will evaluate proposals and the qualifications of proposers submitting proposals. The evaluation criteria that the Evaluation Committee will use shall include those listed in Section V., PROPOSAL SELECTION PROCESS AND EVALUATION; paragraph F, Evaluation Criteria. The Evaluation Committee will submit to the NCRIC the results of the committee's evaluation together with the committee's recommendations. The NCRIC will recommend a proposal and applicant to the Sheriff or his designee who shall give final approval to enter into contract negotiations.

F. Evaluation Criteria

1. Project Approach

- i. Understanding of the project methodology
- ii. Evaluation of the work plan tasks
- iii. Organization and staffing of the project
- iv. Reasonableness and effectiveness of the work schedule.

2. History of Proposer

Personnel: How long have you been involved in similar work? Do you have experience with providing program needs related to information sharing between public and private organizations?

Experience: How long have you been involved in providing these programs? What is your track record in contract compliance, including accounting and record-keeping requirements? In implementing new projects? Does the proposer have history of successfully managing contracts with public or private agencies?

Required County Contract Terms: Can the proposer execute an agreement that includes all of the terms of the County form contract included as Appendix C, and complete the County declaration form included as Appendix B?

3. Implementation Plan Timeline

Does the proposal provide enough specificity to support detailed implementation?

4. Budget

Are budget justifications, including administrative costs, reasonable?
Are staffing patterns, including staff to client ratio, adequate?

5. References

G. Errors or Changes in the Proposal

If errors are found in a proposal, the County and the NCRIC may reject the proposal; however, the County and the NCRIC may, in their sole discretion, correct arithmetic and/or transposition errors. The proposer will be informed of the errors and corrections.

If an item is described in the narrative and omitted from the cost data, the proposal will be interpreted to mean that the proposer will provide the item at no cost. If this is a significant item, the proposer will be notified.

Clarification of and changes in proposals prior to contract award are permissible provided that each proposer is treated fairly and equally.

H. Low-Cost Proposal

The County and the NCRIC reserve the right to accept other than the lowest price when the best interests of the NCRIC are served by doing so.

I. Notification

The County's Announcement of Standing will be posted on the County of San Mateo Sheriff's Office web site at www.smcsheriff.org. It is the responsibility of each proposer to check the web site listed above for changes and/or clarifications to the RFP and a proposer's failure to do so will not provide a ground for protest.

J. Protest Process

A proposer may submit a written protest to the NCRIC. Such written protest must be received by the NCRIC within five (5) days after the Announcement of Standing is posted on the County of San Mateo Sheriff's Office web site at www.smcsheriff.org. The written protest must be sent to jgragasin@ncric.org. The subject line must include the RFP number in the subject area of the message.

The NCRIC will respond to the protest within ten (10) working days of receipt of the written protest. The Sheriff (or his designee) may establish a meeting with the proposer in order to discuss the protest. The decision of the Sheriff (or his designee) as to the selection of the contractor with which contract negotiations will commence, is final.

K. Inability to Negotiate a Contract

After a proposer has been recommended by the Evaluation Committee and

selected by the NCRIC and approved by the Sheriff (or his designee), the County and the NCRIC and such proposer will negotiate a contract. If a satisfactory contract cannot be negotiated, the County and the NCRIC may, in their sole discretion, begin contract negotiations with one or more than one of the remaining proposers. The NCRIC may contract with more than one proposer if the NCRIC determines, in its sole judgment, that more than one contractor is preferred to provide the specified services.

Appendix A – Scope of Work and Specifications

1. Scope and Description

The purpose of this RFP is to solicit proposals from vendors with the resources, experience, and abilities to perform the duties of the ISSPM position at the NCRIC. The position requires the applicant to have experience in the fields of system analysis, program design, development, testing, deployment, and training.

The ISSPM will assist the NCRIC in planning, developing, implementing, and executing the processes and procedures required to effectively develop, expand, and maintain Information Sharing Systems as described in this Scope of Work (SOW) for the NCRIC. The contractor must have experience on similar information sharing projects and possess subject matter expertise in intelligence or information sharing project management.

The RFP response will be incorporated by reference into the contract.

2. Contractor Tasks and Responsibilities

The selected vendor will provide assistance to the NCRIC with analysis, design, development, testing, deployment, and training pertaining to Information Sharing Systems hosted by the NCRIC and utilized by law enforcement and public safety within the NCRIC Area of Responsibility.

Vendor responsibilities include but are not limited to the following:

- A. Interface with local law enforcement and public safety agency representatives to promote information sharing, including development and execution of mutually-agreeable Memorandum of Understanding (MOU) and other agreements.
- B. Interface with vendors of law enforcement or public safety systems, such as records management systems, jail management systems, or computer-aided dispatch systems. Develop solutions for information sharing in a manner agreeable to the vendor and agency who is custodian of records.
- C. Interface with Information Sharing System vendors to optimize functionality of, or service issues with, these platforms in the most cost-effective and timely manner.
- D. Represent the NCRIC at regional and statewide meetings with other information-sharing agencies and organizations.
- E. Develop training plans for law enforcement and public safety users and agencies. Serve as a subject matter expert or “power user” to provide additional support when necessary.

- F. Plan and provide recommendations for future direction of the NCRIC and information sharing systems.
- G. Identify funding opportunities for continued growth or sustainment of these systems, and monitor grant allocations to ensure current costs are managed within approved budgets.

3. Deliverables

On-going:

- A. Monthly status report to be presented and reviewed in a meeting between the Contractor and the NCRIC.
- B. Develop and update project plans and processes.
- C. Attend project team meetings as requested.
- D. Assist the NCRIC Management Team with preparations for meetings, to include but not limited to any Advisory Boards, Advisory Committees, and Executive Board meetings.
- E. Assist the project team with the preparation of project-related plans and documents as needed.

4. Completion/Acceptance Criteria

It shall be the NCRIC's sole determination as to whether a deliverable has been successfully completed and is acceptable to the NCRIC. A signed acceptance document may be required before invoices are processed for payment, if requested by the NCRIC Director or his designee.

Acceptance criteria shall consist of the following:

- A. Reports on written deliverables are completed as specified and approved.
- B. All deliverables must be in a format that can be used by the NCRIC.
- C. If a deliverable is not accepted, NCRIC shall provide the reason in writing within 5 days of receipt of the deliverable.

5. NCRIC Responsibilities

- A. Provide access to applicable project documentation as appropriate to resultant agreement.
- B. Provide workspace, chair, telephone, office supplies and network and internet access for NCRIC business purposes only when NCRIC and the Contractor agree the Contractor needs to work at the NCRIC site temporarily.
- C. Provide a contract manager for assistance in issues related to the contract and payment of invoices.
- D. Provide access to office personnel and staff pertinent to the project.
- E. Provide NCRIC staff and other vendor availability for consultation and meetings.

6. NCRIC Personnel Participation

The NCRIC Project Manager is Brian Rodrigues.

Project management plans, processes, and reports will be subject to the review and approval of Brian Rodrigues, the NCRIC Project Manager.

7. Key Personnel Minimum Requirements

If subcontracting is required, the consultant must provide qualified candidates who can complete the identified tasks and SOW. Candidate resumes must show relevant experience and references. Prior approval from the NCRIC contract manager will be required prior to the replacement of any Contractor personnel.

8. Invoicing and Payment Schedule

It shall be the NCRIC's sole determination as to whether a deliverable has been successfully completed and is acceptable to the NCRIC.

The consultant will be paid for hours worked at the hourly rates specified in the Contract. No payment will be made prior to approval for any work performed. Payments will be approved by the Contract Manager and upon the NCRIC's receipt of an itemized invoice. Invoices shall be detailed and identify hourly labor rates, the hours and itemized amount charged for each deliverable, contractor personnel by name and address, invoice number and date, total dollar amount of invoice, date service performed and contract manager name and address. Invoices must be submitted no more than monthly in arrears. Each deliverable must be sequentially numbered and identified to the invoice period to which it applies. Progress payments do not apply to this contract. Submit invoices with reference to the Contract number to:

Northern California Regional Intelligence Center
Attn: Jennifer Gragasin
P.O. Box 36102
San Francisco, CA 94102
Telephone: (415) 436-8098
Fax: (415) 436-7484
jgragasin@ncric.org

9. Travel

NCRIC approved travel expenses incurred by the Contractor will be paid by the NCRIC.

10. Contract Parameters

The Contractor will provide the services described by this SOW subject to the following:

- i. The dollar amount for this project is estimated to be \$80,000.00 and shall not exceed the maximum dollar amount.
- ii. The Contractor will provide the required services within the total contract value.
- iii. The Contractor will sign all confidentiality/privacy/security/conflict of interest and other necessary agreements as required to successfully provide the services described by this SOW.
- iv. The substitution or addition of consultant staff for any reason will be subject to the review and approval of the NCRIC's Contract Manager. In addition, the contractor management will provide resumes and references of those staff to be substituted or added and must provide history of their particular relevant experience. The NCRIC Management Team reserves the right to request a change of the primary contractor/consultant if applicable.
- v. The selected contractor shall not commence work until receipt of a signed contract.
- vi. Work performed at the NCRIC Offices shall be during normal NCRIC work days and hours.
- vii. The selected contractor is contractually obligated to provide personnel to work on projects and must be available to start the project work within two (2) weeks of contract award or mutually agreeable time of being accepted.
- viii. Failure by the contractor to comply with any of the requirements from this section is grounds for contract termination.
- ix. The work to be performed under this agreement shall be in accordance with the Scope of Work and the vendor's proposal; however, if there is any conflict between the Scope of Work and the proposal, the Scope of Work shall take precedence.

11. Subcontractors

Subcontractor Affiliation: The Contractor will act as the prime Contractor under this contract. In addition to identifying all personnel proposed to work under this contract, the Contractor must also identify their subcontractor affiliation as applicable.

The Contractor shall identify the subcontractor firm, staff, tasks to be performed and amounts to be paid when subcontractors are used in the performance of the Contractor's offer. Subcontractors are subject to all of the terms and conditions in the Contractor's contract.

Appendix B - Contractor's Declaration Form

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

Appendix C - County Contract

It is agreed between the County of San Mateo, California ("County"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto for the County of San Mateo [Department/Division Name].

2. **Contract Term.** The term of this Agreement shall be from [Date], to [Date], unless terminated earlier by the County.

3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. 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 total payment for services under this Agreement exceed [Write out amount] (\$[Amount]).

4. **Relationship of the 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 the County and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of County employees.

5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer 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.

6. **Other 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(s) specified below:
 - Comprehensive General Liability \$1,000,000 (applies to all agreements)

 - Motor Vehicle Liability Insurance \$1,000,000 (to be checked if motor vehicle used in performing services)

 - Professional Liability..... \$1,000,000 (to be checked if Contractor is a licensed professional)

7. **Hold Harmless.** Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information

from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically give County the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The County Purchasing Agent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. 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. County may immediately terminate this Agreement 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 funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **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. Contractor shall ensure full compliance with federal, state, and local laws, directives, and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. Contractor shall comply fully with the non-discrimination requirements of 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of 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 set off all or any portion of the amount described in this Section against amounts due to Contractor under the Agreement or any other contract with 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 its response to the Complaint when filed.

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 contract. This paragraph applies only to contractors who are providing services to members of the public under this Agreement.

13. **Equal Benefits.** 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.

14. **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.

15. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the County makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California, other regulatory agencies, and/or Federal grantor agencies.

16. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** One of the following responses must be selected by the Department. Is the Contractor a Business Associate? Yes No
If "Yes" is checked, then the following requirements apply and Attachment H must be included: Contractor shall perform all services in accordance with HIPAA and the Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H.

17. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith. Contractor certifies that the Contractor and all of its subcontractors will adhere to and certify compliance with all applicable provisions of San Mateo County Ordinance Code, including, without limitation, Chapter 4.106, which regulates the use of disposable food service ware, and Chapter 2.84, which addresses equal benefits.

For County:

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Workers' Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent.

_____	_____	_____
Contract Requestor Signature	Date	Contract Requestor Name (please print)
County of San Mateo		County of San Mateo

Contract Requestor Title (please print)

_____	_____	_____
Purchasing Agent Signature	Date	Purchasing Agent Name (please print)
(Department Head or Designee)		(Department Head or Designee)
County of San Mateo		County of San Mateo

Purchasing Agent Title (please print)

Budget Unit

Distribution: 1 copy to each: Purchasing Agent, Controller, and Contractor

(Revised 7/26/13)

Exhibit A

Agreement between the County of San Mateo and [Contractor Name]

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

[insert text]

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

[insert text]