



SAN MATEO COUNTY
SHERIFF'S OFFICE

A Tradition of Service Since 1856

NOTICE OF REQUEST FOR PROPOSALS OPPORTUNITY

COVID-19 Personal Protective Equipment (PPE) Inventory Control System

Dear Prospective Proposer,

The San Mateo County Sheriff's Office's Operations Division is soliciting proposals from qualified and interested providers for the provision of COVID-19 Personal Protective Equipment (PPE) Inventory Control System. The Request for Proposals for these services can be viewed and downloaded by going to <https://www.smcsheriff.com/request-for-proposal-rfp>. If you are unable to download an electronic copy, paper copies of the RFP may be requested via email at ahui@smcgov.org

The deadline for submitting a proposal is 5:00 P.M. PST on April 20, 2021

Sincerely,

Veronica Ruiz

Veronica Ruiz
Contracts Manager
San Mateo County Sheriff's Office



SAN MATEO COUNTY **SHERIFF'S OFFICE**

REQUEST FOR PROPOSALS

COVID-19 Personal Protective Equipment (PPE) Inventory Control System

Release Date: Tuesday April 6, 2021

Responses must be received by
5:00 P.M. PST on April 20, 2021

Proposals may not be accepted after this date and time.

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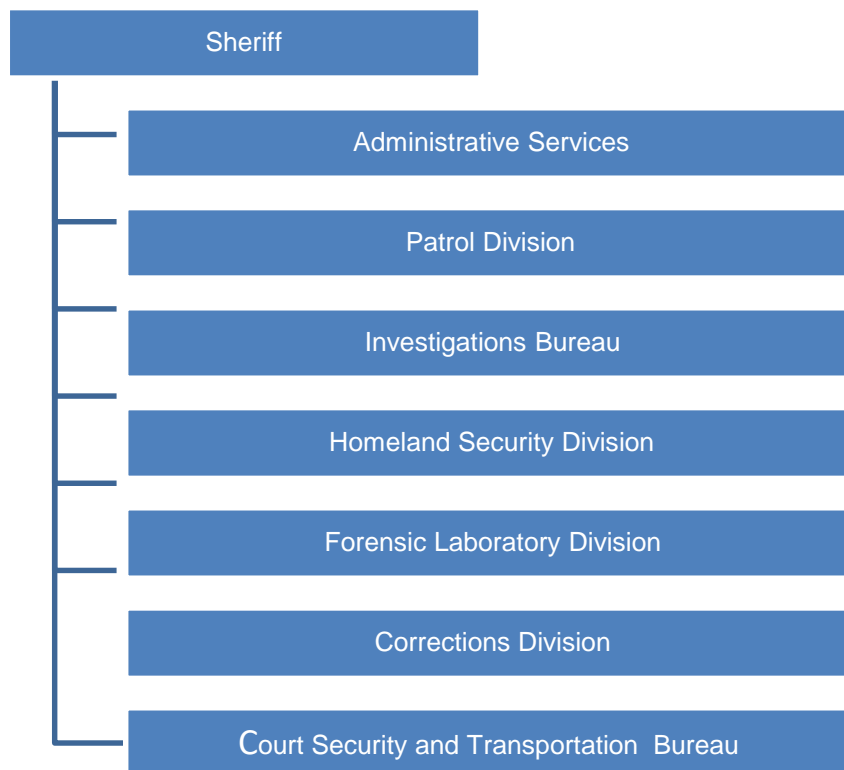
SECTION I – GENERAL INFORMATION

Statement of Intent

The San Mateo County Sheriff's Office Patrol Division is soliciting proposals from qualified and interested providers for the provision of COVID-19 Personal Protective Equipment (PPE) Inventory Control System. Refer to Section II – Scope of Work for additional background. The target start date and term for the proposed services is July 1, 2021 through June 30, 2024, subject to negotiation of a final agreement. The project needs to be completed by October 26, 2021.

Organizational Background

Founded in 1856, the mission of the San Mateo County Sheriff's Office is to protect life, property, and preserve the public peace. Today, the Sheriff's Office has over 800 personnel who provide various law enforcement services under the following divisions:



With the uncertainty of the length of COVID-19 virus and the limited supply of PPE equipment, the focus of this Inventory Control System is to calculate burn rate, replace items as they expire, and account for supplies that we receive. This Inventory Control System will be in place for the foreseeable future as we adapt to the variants of COVID-19 and life threatening viruses.

The Request for Proposal Process

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. The San Mateo County Sheriff's Office seeks by way of this RFP to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel

and equipment resources.

SECTION II – SCOPE OF WORK

Facility Demographics- There are six substations located throughout San Mateo County that this project will encompass. There are over 100 patrol deputies, sergeants, and managers assigned to the Patrol Division. Additionally, there are another 200 deputies, sergeants, and managers assigned to different divisions within the San Mateo County Sheriff's Office who will have access to this system.

Please provide a quote based on the following information. If there are multiple options for the control panel access, please be specific in the quote (i.e. key card only pricing, key card and biometrics pricing, key card and pin number pricing, etc.). There is an additional section for add-ons, please provide a separate pricing list if applicable.

- Headquarters Patrol is located in Redwood City, CA and houses our largest patrol bureau. Headquarters Patrol provides police services for unincorporated San Mateo County south of State Route 92 to the Santa Clara County line and east of State Route 35. Headquarters Patrol also provides police services to the Towns of Woodside and Portola Valley.

Each user will need to have secure access to the system via control panel or similar device. Access should include but not be limited to any combination of access card, biometrics, etc. If there are secondary security measures, please include this information in the proposal

- Eight (8) lockers at least 12 inches wide x 34 inches high X 12 inches Deep
 - Thirty (30) lockers at least 12 inches wide x 16 inches high X 12 inches Deep
 - Four (4) lockers at least 15 inches wide x 3 inches high X 12 inches Deep
 - Twelve (12) lockers at least 15 inches wide x 15 inches high X 12 inches Deep
 - Optional- Long gun inventory system that can house 6 long guns and track them individually
 - Optional- Key management system with the ability to hold 30 multi key ring and 30 single keys
 - Optional- Power to the individual lockers
- The Transit Police Bureau provides law enforcement services for Caltrain and is located in San Carlos, CA and is the second largest bureau. The Transit Bureau has the largest span of responsibility, which includes the Caltrain right of way between San Francisco and Gilroy. They are also tasked with law enforcement services related to the SamTrans buses.

Each user will need to have secure access to the system via control panel or similar device. Access should include but not be limited to any combination of access card, biometrics, etc. If there are secondary security measures, please include.

- Eight (8) lockers at least 12 inches wide x 34 inches high X 12 inches Deep
- Sixteen (16) lockers at least 12 inches wide x 16 inches high X 12 inches Deep
- Four (4) lockers at least 15 inches wide x 3 inches high X 12 inches Deep
- Eight (8) lockers at least 15 inches wide x 15 inches high X 12 inches Deep
- Optional- Long gun inventory system that can house 6 long guns and track them individually
- Optional- Key management system with the ability to hold 12 multi key ring and 16 single keys
- Optional- Power to the individual lockers

- The San Carlos Police Bureau is located in San Carlos, CA. The San Carlos Police Bureau provides law enforcement services for the City of San Carlos.

Each user will need to have secure access to the system via control panel or similar device. Access should include but not be limited to any combination of access card, biometrics, etc. If there are secondary security measure please include.

- Six (6) lockers at least 12 inches wide x 34 inches high X 12 inches Deep
- Sixteen (16) lockers at least 12 inches wide x 16 inches high X 12 inches Deep
- Four (4) lockers at least 15 inches wide x 3 inches high X 12 inches Deep
- Eight (8) lockers at least 15 inches wide x 15 inches high X 12 inches Deep
- Optional- Long gun inventory system that can house 6 long guns and track them individually
- Optional- Key management system with the ability to hold 20 multi key ring and 30 single keys
- Optional- Power to the indivial lockers

- The North County Patrol Bureau is located in Millbrae, CA. The North County Patrol Bureau provides police Services for the City of Millbrae and for un-incorporated San Mateo County north of State Route 35 to the San Francisco County line and east of State Route 35.

Each user will need to have secure access to the system via control panel or similar device. Access should include but not be limited to any combination of access card, biometrics, etc. If there are secondary security measure please include.

- Six (6) lockers at least 12 inches wide x 34 inches high X 12 inches Deep
- Sixteen (16) 16 lockers at least 12 inches wide x 16 inches high X 12 inches Deep
- Four (4) lockers at least 15 inches wide x 3 inches high X 12 inches Deep
- Eight (8) lockers at least 15 inches wide x 15 inches high X 12 inches Deep
- Optional- Long gun inventory system that can house 6 long guns and track them individually Optional- Key management system with the ability to hold 16 multi key ring and 12 single keys
- Optional- Power to the indivial lockers

- The Coast Side Patrol Bureau is split into two substations. The Moss Beach substation is located in Moss Beach, CA. The second substation is located in the City of Half Moon Bay, CA. The Coast Side Patrol Bureau is in charge of providing police services for the City of Half Moon Bay and for un-incorporated San Mateo County west of State Route 35 from the San Francisco County line to the Santa Cruz County line.

Moss Beach

Each user will need to have unique and secure access to the system via control panel. Access should include but not be limited to any combination of access card, biometrics, etc. If there are secondary security measure please include.

- Six (6) lockers at least 12 inches wide x 34 inches high X 12 inches Deep
- Sixteen (16) lockers at least 12 inches wide x 16 inches high X 12 inches Deep
- Four (4) lockers at least 15 inches wide x 3 inches high X 12 inches Deep

- Eight (8) lockers at least 15 inches wide x 15 inches high X 12 inches Deep
- Optional- Long gun inventory system that can house 6 long guns and track them individually
- Optional- Key management system with the ability to hold 12 multi key ring and 12 single keys
- Optional- Power to the individual lockers

Half Moon Beach

Each user will need to have unique and secure access to the system via control panel. Access should include but not be limited to any combination of access card, biometrics, etc. If there are secondary security measure please include.

- Six (6) lockers at least 12 inches wide x 34 inches high X 12 inches Deep
- Sixteen (16) lockers at least 12 inches wide x 16 inches high X 12 inches Deep
- Four (4) lockers at least 15 inches wide x 3 inches high X 12 inches Deep
- Eight (8) lockers at least 15 inches wide x 15 inches high X 12 inches Deep
- Optional- Long gun inventory system that can house 6 long guns and track them individually
- Optional- Key management system with the ability to hold 12 multi key ring and 12 single keys
- Optional- Power to the individual lockers

Configuration will be finalized after the contract is awarded and is subject to change.

Description- All potential vendors will need to complete the attached County of San Mateo- Information Services Department Technology Security Assessment Form.

Please provide answers to the following questions in your response.:

Administration

Please describe any client-side administration rights - what can we control related to:

1. User accounts, user and group-level permissions?
2. Is there a maximum number of users that can be added?
3. Assets - adding/updating inventory, setting threshold alerts?
4. Reports/audits - COTS and custom queries? Available in dynamic dashboard view?
5. System notifications (emails to users, notices on system monitor, etc.)?
6. Each location will need to be able to interface with each other so that an individual user's profile can be shared among all locations
7. Is there the ability to conduct audits of specific items and/or users via the vendor-provided and web-based application?
8. Is there the ability to add/delete/modify new items as needed?
9. Is there the ability to conduct a mass item change for an item in the system?
10. Is there the ability to conduct a mass name change for an item assigned to a locker?
11. Is there the ability to auto generate reports and send it to designated person(s) on a schedule?
12. How does your company individually itemize inventory and how is that uploaded into the system?

13. Does your system allow the user to enter an expiration date on an item, if so is there a notification feature when an item is expired or nearing expiration?
14. If a reusable item is damaged or unusable upon return, is there a way to flag the item so that it can no longer be used and an email be sent to an administrator?
15. Does your system allow a person deemed as an administrator to receive notifications if an item has been checked out too long assuming it is reusable?
16. Can there be a local/facility administrator and a super administrator that has access to all the facilities?
17. Each user profile needs to be unique as an example;
 - a. Ability to grant each user different access to different items at multiple locations;
 - i. Employee A has access to Items A
 - ii. Employee B has access to Items A & B
 - iii. Employee C has access to Items A & C
18. How do we manage user permissions?
19. Is there a way to create and manage permissions for group profiles or facility location(s)?
20. How do you load a user's profile initially?
21. Will vendor provide services of creating initial user profile if provided roster?
22. How will profiles/accounts be managed after the system is installed?
23. For multi-location systems, can your system allow a user profile to be uploaded remotely?
24. Can a user profile be locked? Does this require on-site or can locking be conducted remotely?
25. Is there a way to conduct a mass upload after installation of new user's profiles?
26. Is there a way to conduct a mass upload after installation of a user's group permission and profiles?
27. Can mass upload of an item be done via MS Excel, .csv, or other common (non-proprietary) cell/spreadsheet-based format?
28. What training is provided for Sheriff's Office personal?

Security

1. How are individuals able to check in and out items via biometrics, key card, or similar unique identifying mechanism? (henceforth referred to as "biometric(s)")
 - a. For key cards, which cards are used and is there an alternative, for example scannable stickers that can be placed on our existing cards?
 - b. For biometrics, if applicable, how are these entered for individual users?
 - c. Are there any secondary security measures?
2. How are biometric collected for initial account setup?
3. Is there ever a need to update/change biometrics for a user - what is that process?
4. Is the user's information stored indefinitely, even if the account is deactivated?
5. What is the life span of the biometric scanning equipment?
6. Are there any requirements/recommendations to maintain the biometric scanning equipment?
7. Can the user choose which access method they utilize each time they use the system? Or it is a one-time set-up/selection?

Hardware

1. What is the warranty/life span for each of the hardware components?
2. If a device/hardware goes down, what is the process for the client to troubleshoot and/or escalate to the vendor?
3. Is replacement hardware provided (what is the shipping turnaround time) while other devices are sent to be fixed or does the client need to have spare parts on hand?
4. What are your minimum electrical requirements (amps, grounding, etc.)?
5. What are your minimum internet/network speed requirements?
6. Is the control panel to log in attached or detached to the lockers?
7. Are there any ongoing costs after installation?
8. Can the other components be added onto after it is installed?
9. Can the system be relocated after being installed?
10. What hardware customer service support is available after installation and warranty? Please provide your service level agreement (SLA) outlining response times, escalation protocol and any related costs.
11. Are there extended maintenance plans after the factory warranty and what are those costs?

Software

1. What is the warranty/life span for each of the software components?
2. Is your software web-based? If yes, what browsers is the software optimized for?
3. Are there any software installation requirements (local installs, plug-ins, etc.)?
4. Is the software available via mobile device?
5. Please describe your user authentication and security into the software platform (not via the access panel)?
6. Please describe your application and database backend infrastructure?
7. Is your solution cloud-based, hybrid, vendor prem, or client on-prem (Can you provide a network diagram outlining the environment)?
8. Is the data in transit and at rest encrypted via any standards (ex. FIPS 140-2, AES 256-bit encryption strength)?
9. How is your software updated? For new features? For security patches? Does it require downtime and/or server reboots?
10. How does software upgrades work?
11. Are there any ongoing costs after installation?
12. What software customer service support is available after installation and warranty? Please provide your service level agreement (SLA) outlining response times, escalation protocol and any related costs.
13. Are there extended maintenance plans after the factory warranty and what are those costs?

Asset Tracking

1. How does the system track assets? What is the method to inventory an asset (ex. RFIP) and track its whereabouts or quantity/volume remaining?
2. What is the scanning distance for the panel?
3. Can the scanning panel read RFID's or similar tracking tags upside down, sideways, etc.?
4. Can the system be used to track assets not housed in any cabinet/locker?
5. Can the client implement an independent asset tag and store that information in the software?

6. Can an asset tag/inventory system be added after implementation? If yes, what is the level of effort/cost to implement?
7. For a multi-location system does each location have to house the same items, as an example;
 - a. Location A have items; 1, 2, 3
 - b. Location B have Items; 2, 3, 4
 - c. Location C have items; 1, 2, 4
8. Does your system allow for single use, multiuse, and check in/out for each item?
9. Does your system allow for same items to be placed in multiple lockers and assuming Deputy X has access to the item, how do they select which locker it comes from?
10. How does your system track items that are multiuse regarding checking in and out of said items?
 - a. Are they returned to the same locker?
 - b. What if you have multiple of the same items; serialized and non- serialized?

Cabinets/Lockers

1. How do cabinets/lockers communicate with the access panel/software (hard cable, over internet, Wi-Fi, other)?
2. Is there the ability to have deputies store un-categorized items in a designated locker and only be checked out by that deputy?

Failover/Disaster Recovery

1. In event of a power outage, what is the failover plan to access assets in the lockers (hard key, etc.)?
2. Does the system backend infrastructure have application load balancing?
3. Does the system backend infrastructure have application and/or database redundancy and failover?
4. Does the software include any monitoring systems that notify vendor or client administrators of system risks and/or outages?

Audits/Reporting

1. What types of COTS reports and audit tracking/management does the system have?
2. How do you handle one-off or ad hoc requests for audit data that are outside COTS?

Installation

1. What is your customization plan for each site if the contract is awarded (onsite visit etc.)? Keeping in mind that this project has some time constraints.
2. What is your implementation plan and timeline keeping in mind, 6 different locations need to be customized and this project needs to be completed by October 26, 2021?

Length of Agreement

The anticipated duration of the agreement will be for three years, with the term tentatively to begin July 1, 2021 through June 30, 2024 subject to negotiation of a final agreement.

SECTION III – GENERAL TERMS AND CONDITIONS

Read the entire RFP and all enclosures before preparing your proposal.

Proposal Costs

Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the

County or otherwise reimbursed by the County.

Proposal Becomes County Property

The RFP and all materials submitted in response to this RFP will become the property of the County.

Questions and Responses Process

All questions regarding this RFP must be submitted in writing and contain a contact name and address, fax, or e-mail for response. Questions must be received by the Sheriff's Office no later than 4:00 p.m., on the due date for question submission as referenced in Section IV - Tentative Schedule of Events. All questions and answers will be posted on the Sheriff's Office website before the application due date. No telephone consultation will be provided. Submit questions to:

Andy Hui, Administrative Sergeant
San Mateo County Sheriff's Office
400 County Center
Redwood City CA 94063
650-599-1760 (f)
ahui@smcgov.org

It is the responsibility of each proposer to check the website (<https://www.smcsheriff.com/request-for-proposal-rfp>) for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

Alteration of Terms and Clarifications

No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the County of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to the Sheriff's Office website (<https://www.smcsheriff.com/search/node/RFP>) without divulging the source of the request for same. It is the obligation of all proposing parties to check the Sheriff's Office website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

Selection of Provider(s)

The selection of a provider will be memorialized in the form of a "County Agreement with Independent Contractor" (see the enclosed sample of the Standard Contract Template), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County's waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with any eventual contract.

Once a provider is selected, the Agreement with that provider must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected provider unless and until the Board of Supervisors accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors.

Living Wage Ordinance

On November 1, 2016, the San Mateo County Board of Supervisors approved a five-year pilot program establishing a living wage of \$14 per hour effective January 1, 2017 and increasing up to \$17 per hour by July 1,

2019 for all service contractors and subcontractors doing business with the County.

The San Mateo County Living Wage Ordinance (LWO) requires that contractors and subcontractors providing services to the County shall pay covered employees—any employee permanently or temporarily employed by a contractor or subcontractor to provide services under a covered contract—no less than the Living Wage, which shall be set and adjusted according to the following schedule:

Effective Date	San Mateo County Living Wage
January 1, 2017	\$14.00
July 1, 2017	\$15.00
January 1, 2018	
July 1, 2018	\$16.00
January 1, 2019	
July 1, 2019	\$17.00
January 1, 2020	
July 1, 2020	+CPI-U
January 1, 2021	
July 1, 2021	+CPI-U

After a wage of seventeen dollars (\$17.00) per hour is reached, the Living Wage shall increase annually at the same rate as the Consumer Price Index for urban consumers (CPI-U) for the San Francisco-Oakland-San Jose metropolitan statistical area then in effect. A change in Living Wage based on CPI-U shall not be negative and shall not exceed three-and-one-half percent (3.5%).

The LWO also requires that contractors and subcontractors maintain documentation demonstrating every covered employee is being paid the Living Wage while providing services pursuant to the covered contract.

Equal Benefits

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

Jury Duty

The contractor must comply with Chapter 2.85 of the San Mateo County Ordinance Code requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

Living Wage

Unless subject to a specific exemption under the County Ordinance, contractors providing services or goods with services must comply with Chapter 2.88 of the San Mateo County Ordinance Code, which is the County of San Mateo Living Wage Ordinance. Such compliance includes, but is not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. The Ordinance requires a specific Living Wage be paid to employees working on certain contracts.

If the contract is exempt from the Ordinance or if the proposer has no covered employees under the Ordinance, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) the contract is exempt from the Ordinance or it has no covered employees and (2) it will comply with the

Ordinance with respect to any future qualifying employees.

Insurance

The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

Incomplete or Late Proposals May be Rejected

If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

Contact with County Employees

As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any County employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

Group Purchasing Organization Participation

Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered a viable provider for the listed services. The County reserves the right to use a GPO provider if doing so is in the County's best interest, as determined solely by the County, even if that provider does not submit a proposal in response to this RFP.

Travel Costs

If the services requested will require you or your employees to travel to the Bay Area, and if the County opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. may be reimbursable on an actual-cost basis. You should not assume that the County will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs if applicable. Travel costs should be minimized or eliminated in order for a proposal to be competitive.

Miscellaneous

This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any

unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County. Finally, the County may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the providers that submitted proposals.

Chapters 2.84, 2.85, and 2.88 of the Ordinance Code of San Mateo County

Chapters 2.84 – Contracts: Equal Benefits and Non-Discrimination Enforcement, 2.85 – Contractor Employee Jury Service, and 2.88 – Living Wage Ordinance Pilot Program of the Ordinance Code of San Mateo County, is available on-line at:

https://library.municode.com/ca/san_mateo_county/codes/code_of_ordinances?nodeId=TIT2AD_ART2.8INFIPR_COCO

Anyone responding to the Request for Proposals is advised to check on-line for updates to the Ordinance Code. It is a contractor or responding party’s obligation to obtain the current version of these ordinances.

SECTION IV – REQUEST FOR PROPOSALS PROCEDURE

This section describes the general RFP procedure used by the County, and the remaining sections of this RFP list detailed requirements.

Tentative Schedule of Events

Event	Date
Release Request for Proposals	April 6, 2021
Deadline for Submitting Questions to County	April 9, 2021
Release Responses to Questions	April 14, 2021
Proposal Deadline	April 20, 2021
Formal Review of Proposals (1)	April 21, 2021
Notification of Funded Proposals (1)	April 22, 2021
Contract Negotiations Begin (1)	April 23, 2021
Protest Deadline (1)	April 29, 2021
Recommendation to Board of Supervisors (1)	6 weeks later

(1) Dates are subject to change

Submission of Proposals

Responses to the RFP should be typewritten or prepared on a computer and have consecutively numbered pages and include the information and format requested in Section V. The whole proposal should not exceed 20 pages not including attachments, exhibits or charts. Please use Arial 12-point font, 1” margins, and 1.15 line spacing.

One (1) signed original, one (1) electronic version (via CD, flash drive, or email), and seven (7) hard copies must be received and time-stamped prior to 4:00 pm on the due date for proposal submission as referenced in Section IV.A. Tentative Schedule of Events. The original and seven hard/paper copies shall be submitted in a sealed envelope or box. Submit proposals to:

Andy Hui, Administrative Sergeant
 San Mateo County Sheriff’s Office
 400 County Center, 1st Floor
 Redwood City CA 94063
 650-599-1760 (f)
ahui@smcgov.org

All responses become the property of the County of San Mateo and will not be returned. The County will not reimburse applicants for any expenses incurred during the development of the response to this RFP.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering 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 in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the County.

Confidentiality of Proposals

California Government Code Sections 6250 et seq. (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The 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.

The materials submitted in response to this RFP are subject to the California Public Records Act. Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP 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.

If the County receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

Proposal Evaluation

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices or other field visits or observations by County representatives, demonstrations as part of the overall RFP evaluation, or an interview with any/all proposers. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

Responses to this RFP must adhere to the format for proposals detailed in Section V.

Proposal Submission Requirements

The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

Minimum Requirements

Responses to this RFP must adhere to the format for proposals detailed in Section V – Proposal Submission Requirements. Proposals must include the following minimum requirements to be considered for evaluation:

- Proposal was submitted on time;
- Proposal was signed by authorized person;
- Proposal followed the requested format;

- Proposal stated compliance with County RFP and contractual requirements;
- References;
- Budget

Requirements

1. Qualifications and Experience
 - a. Was there an adequate description of the qualification and experience of the entity, including a statement of the extent of experience/history providing the services requested by this RFP?
 - b. Were dedicated personnel identified for this project?
 - c. Were résumés included?
 - d. Was the total number of employees (demonstrating capacity to do the requested work) included?
2. Cost to the County - Budget
 - a. Is there a detailed explanation of service cost and a budget provided?
 - b. If applicable, were start-up costs included?
 - c. References
 - d. Were references included in the proposal?
 - e. Were those references relevant to the services within the RFP?
3. Statement of Compliance with County RFP and contractual requirements
 - a. Was a statement included that indicated the provider would comply with County and contractual requirements?

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

The County reserves the right to accept proposals other than those with lowest costs.

Proposal Recommendation

The Evaluation Committee will recommend a provider or providers or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider to finalize an agreement in relation to the proposer's response.

Notice to Proposers

The County is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.

Protest Process

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest

should be submitted to the Undersheriff of the Sheriff's Office as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer and the RFP number, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal. The County will respond to a protest within ten (10) business days of receiving it, and the County may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the County will be final. The protest letter must be sent as follows:

Undersheriff
c/o Veronica Ruiz, Contracts Manager vruiz@smcgov.org
Fax: (650) 599-1023

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

In addition to the submission requirements listed in Section IV. Submission of Proposals, the proposal should be submitted in the following format:

General Instructions

All proposals should adhere to the specified content and sequence of information described below in Tabbing of Sections.

Cover Letter

Provide a one-page cover letter on your letterhead that includes the address, voice and facsimile numbers, and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the proposer in negotiations. Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be filled.

Specified Content and Detailed Sequence of Information in the RFP

Each proposal should include tabbing sections addressing the information listed below, and in the order shown. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the County to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

Tabbing of Sections

TAB 1 - Qualifications and Experience (3 pages max)

1. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
2. How many dedicated full-time employees (FTEs) do you plan to assign to this project if you are selected?
3. How many people in total are employed by your company? Delineate between employees and consultants.
4. List the professional qualifications for each individual that would be assigned to provide services requested by this RFP. Include date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a résumé or curriculum vitae for each such individual if the résumé/CV includes all the requested information.

TAB 2 – Philosophy and Service Model (no page limit)

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and staff monitoring, etc.) and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

1. Describe how you will fulfill the needs of the County described in this RFP. Attach a project plan, if appropriate.
2. List your needs for physical space and/or equipment at the County during this engagement, if any, aside from space or equipment that would be provided by the County as an obvious aspect of the requested services.
3. Identify how you will meet all other aspects of the scope of work and related requirements stated above. List any items that you cannot provide.
4. In the event of a routine problem, who is to be contacted within your organization?
5. In the event of the identification of a problem by the County, describe how you will address such problems and the timeframe for addressing them.

TAB 3 - Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization (2 pages max)

1. Include claims or violations in which the health and well-being of our clients was compromised, if there was a misappropriation of funds, if there was fraud of any kind, or if there was a claim/violation regarding an illegal activity. In addition, include any claims or violations that involve the services indicated in the RFP. Please go back 5 years in your report of claims or violations and explain how you respond or address claims or violations when they are made. List any violations that resulted in claims or legal judgments against you or your agency, especially any of the following:
 - Current licensure restriction, censure or revocation (if applicable);
 - Health Insurance Portability and Accountability Act (HIPAA) violation;
 - Non-discrimination claims against you/your organization;
 - Claims/violations which compromised the health and well-being of our clients (if applicable);
 - Claims/violations regarding an illegal act;
 - Misappropriations of funds;
 - Fraud of any kind.

TAB 4 - Cost Analysis and Budget for Primary Services (2 pages max)

1. Provide a detailed explanation for all costs associated with the provisions of the requested services should you be selected.
2. Is travel time to the County expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel a part of the service.
3. Include start-up costs if any.

TAB 5 - Cooperative Purchasing

1. State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be not equal by the County.
2. List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

TAB 6 - References

1. List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

TAB 7 - Statement of Compliance with County Contractual Requirements

1. A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:
 - The County non-discrimination policy
 - The County equal employment opportunity requirements
 - County requirements regarding employee benefits
 - The County jury service pay ordinance
 - The hold harmless provision
 - County insurance requirements
 - The County Living Wage Ordinance
 - All other provisions of the standard contract

2. In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California. The proposal must state any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

NOTE: The sample Standard Contract Template enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service provider. Do not insert any information or attempt to complete the enclosed sample contract template. Once a provider is selected, the County will work with the selected provider to draft a provider-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

TAB 8 - Board Authorization Letter or Resolution

1. A letter stating who has the authority to submit a proposal and negotiate an agreement.

SECTION VI – ENCLOSURES

- Enclosure 1 Sample Standard Contract Template
- Enclosure 2 Section 504 of the Rehabilitation Act of 1973
- Enclosure 3 Fingerprinting Certification

ENCLOSURE 1: Sample Standard Contract Template

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

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

* * *

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

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

Now, therefore, it is agreed by the parties to this Agreement 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 in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement 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 DOLLARS (\$_____). 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 or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, XXXX through June 30, XXXX.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the 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.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this

paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract 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 contract materials if permitted by law.

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

a. 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.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or 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 (collectively referred to as “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; and/or (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 of it 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 without penalty or advance notice.

9. Insurance

a. General Requirements

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.

b. 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, that (a) 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) it

will comply with such provisions before commencing the performance of work under this Agreement.

C. 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 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 amounts specified below:

(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 disability 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 it 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. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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.

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 individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

c. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

d. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

e. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

f. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race- based discrimination).

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 being considered for 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 offset 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.

g. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and 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 full-time 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." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records: Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement 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 by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable 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 representative, 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 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: Venue

The validity of this Agreement and of its terms, 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 or conflict 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: [insert] Address: [insert] Telephone: [insert] Facsimile: [insert] Email: [insert]

In the case of Contractor, to:

Name/Title: [insert] Address: [insert] Telephone: [insert] Facsimile: [insert] Email: [insert]

17. Electronic Signature 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. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

18. 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.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

CONTRACTOR NAME

CONTRACTOR SIGNATURE

Date: _____

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ENCLOSURE 3: Fingerprinting Certification

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

- _____ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- _____ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Name of Contractor

Signature of Authorized Official

Name of Authorized Official (please print)

Title

Date