



County of San Mateo

Request for Proposals (RFP) for Security Systems Maintenance and Support Services

Probation Department

RFP No. PROB 2022-022

Date issued:	April 25, 2022
Pre-proposal conference:	May 6, 2022, 9:00 a.m., PDT
Questions due:	May 19, 2022, 4:00 p.m., PDT
Proposal due:	May 26, 2022, 4:00 p.m., PDT

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I. Introduction and Schedule

A. General

The County of San Mateo (the “County” or SMC) covers most of the San Francisco Peninsula. The region covers 744 mi² and is home to nearly 800,000 residents. The County is made up of 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education, and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare, and natural resources of the community.

The mission of the San Mateo County Probation Department (“Department”) is to enhance community safety, reduce crime, and assist the victims of crime through offender accountability and rehabilitation. Within the criminal justice system, probation represents the link between the application of appropriate consequences for illegal behavior and the recovery of offenders to productive, law-abiding lives. As of 2022, the Department is responsible for the supervision of approximately 2,000 adult probationers, 700 adults on pretrial monitored own recognizance, 160 juvenile probationers, and the 24-hour supervision, or detention of approximately 20 youth in the Youth Services Center-Juvenile Hall (YSC-JH), and Margaret J. Kemp Camp for Girls (Camp Kemp). The Department has offices located in San Mateo, Redwood City, East Palo Alto, and South San Francisco.

The Probation Department is seeking a contractor to provide maintenance and support services for the security system(s) at the Youth Services Center-Juvenile Hall and Camp Kemp facilities located at 222 Paul Scannell Drive, San Mateo, CA 94402. The services needed include:

1. Maintaining door locks, Actall duress systems, and Wonderware InTouch Software (HMI)
2. Maintaining Bosch security camera hardware and software
3. Seneca XVAULT Media Storage

The Probation Department is issuing Request for Proposal (RFP) No. PROB 2022-022 for Security Systems Maintenance and Support Services.

The contract shall have an original term of three (3) years. In addition, the County shall have two (2) opportunities to extend the term for a period of two (2) years each, which the County may exercise in its sole, absolute discretion.

B. Schedule

RFP Released	Monday, April 25, 2022
Pre-proposal Conference	Friday, May 6, 2022 at 9:00am PDT
Deadline for Questions, Comments and Exceptions	Thursday, May 19, 2022 at 4:00pm PDT
Proposal Due Date and Time	Thursday, May 26, 2022 at 4:00pm PDT
Anticipated Contract Award Date	June 2022 – <i>Subject to change</i>

II. Scope of Work

A. Introduction

The Probation Department of the County of San Mateo is seeking a contractor to provide comprehensive maintenance and support services for the security system(s) at the Youth Services Center-Juvenile Hall and Camp Kemp facilities. Services would include maintaining door locks, duress buttons, central control software, security camera hardware and software, and media storage. The vendor will need to provide these services for a minimum of three (3) years.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. More specific questions may be asked during the pre-proposal conference and/or site visit.

The following are work tasks assumed necessary to provide maintenance and support for the security systems. Proposing teams may suggest a modified scope as part of their proposal, but shall include at minimum:

B. Scope of Work – Security Systems Maintenance and Support

1. Inspection, Testing, Cleaning, and Adjustments of Hardware and Software
2. Training and Testing
3. Programming Changes and Adjustments
4. Non programming related support and troubleshooting
5. Off-site Remote Access

C. Project Tasks and Milestones

1. Inspect, Test, Clean and Adjust the following:
 - 1.1. Grounding and Surge Protection
 - 1.2. Uninterruptible Power Supply (UPS)
 - 1.3. All Security Control Head End Equipment
 - 1.4. All Security Enclosures and Equipment Racks
 - 1.5. Security Door and Utility Controls System
 - 1.6. Security Intercom and Paging System
 - 1.7. Closed Circuit Television (CCTV) System
 - 1.8. Actall duress system
 - 1.9. All Related Detention Door Hardware consisting of the following:
 - 1.9.1. Detention Door Locks
 - 1.9.2. Detention Door Sliders
 - 1.9.3. Closers
 - 1.9.4. Seals, Gaskets & Thresholds
 - 1.9.5. Stops
 - 1.9.6. Door Pulls
 - 1.9.7. Door Position Switches

- 1.10. General
 - 1.10.1. Inspect existing inventory of spare parts needed to maintain systems
 - 1.10.2. Make recommendations of additional spare parts needed for inventory
 - 1.10.3. Maintain corrections to as-built drawings as required per changes
 - 1.10.4. Make backup of software after each alteration per station
2. Training and Testing
 - 2.1. Work with San Mateo County Probation Department facilities staff during installation and implementation of any new purchased and installed equipment or programming changes to help vendor to gain a general understanding of the system
 - 2.2. Train users on proper use and troubleshooting of equipment
 - 2.3. Upon completion of any installation of new equipment, test to assure optimum functionality and performance are achieved
3. Programming Changes/Adjustments
 - 3.1. Provide minor programming adjustments to current software configuration as desired by owner
 - 3.2. Provide programming adjustments to accommodate any new hardware or software desired to be integrated into system
 - 3.3. Provide documentation of changes made and provide a copy to San Mateo County Youth Services Center
 - 3.4. Provide free telephone support for 30 days after changes are made
4. Non-programming related support & troubleshooting
 - 4.1. Provide on-site staff within 24 hours in the event of emergency
 - 4.2. Provide on-site staff within 72 hours in the event of non-emergency
5. Off Site Remote Access
 - 5.1. For assistance in programming and troubleshooting of issues that arise without onsite presence
 - 5.2. Included with any onsite maintenance option or can be accepted as separate maintenance service
 - 5.3. Remote access is accomplished thru internet connection via access device installed by current vendor and remains property of current vendor throughout maintenance contract

III. Submission Requirements

A. Submission Deadline

Proposals must be electronically received by 4:00pm on May 26, 2022 via Public Purchase (details below).

Allow sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate, and proposals will be rejected. The Public Purchase submission time will be the official submission time. The County will not be responsible for and shall not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

NOTE: The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase using the chat portal via link below or email Vendor Support at support@thepublicgroup.com

http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

Late submissions will not be considered.

B. Pre-submission Registration

Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:

<https://www.publicpurchase.com/gems/register/vendor/register>

It is recommended that organizations complete this registration as soon as possible to allow enough time for it to be processed. Each registration is manually reviewed and approved by Public Purchase and this might take time. The County will not be responsible for and shall not accept proposals that are late due to a failure to register in the Public Purchase system.

C. Submission via Public Purchase

1. Submit of Proposals:

1.1 Required documents

Each of the following documents should be submitted as separate files following the instructions below:

- Technical Proposal
- Fee Proposal
- Minimum Qualifications Checklist

1.2 Electronic Submissions

Include the proposer's name and the RFP title and number in each file name. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate, and proposals will be rejected. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system. Late submissions will not be considered.

1.3 Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

1.4 Format

Documents should be created in the following format:

- Use size 12 font, double-spaced
- Text be unjustified (i.e., with a ragged-right margin)
- Pages have margins of at least 1" on all sides (excluding headers and footers)
- Include a Table of Contents
- PDF format is preferred, except for Appendix C – Fee Proposal Calculations (please use Excel format)

2. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are late, incomplete, missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waiver will not modify any remaining RFP requirements.

D. Technical Proposal (Maximum of 30 pages)

NOTE: One (1) page of content is measured as 1-sided letter sized page.

Pages that exceed the maximum page limit will not be reviewed or scored.

Firms interested in responding to this RFP must submit the following information, in the order specified below:

1. Introduction and Executive Summary (up to 1 page)

Submit a letter of introduction and executive summary of the proposal. The letter must contain:

- Name, title, and contact information (email, phone, and address) for representative of proposing firm who is responsible for communication related to this RFP
- Signature of person authorized to obligate firm to perform the commitment contained in the proposal

Submission of the letter will constitute a representation by firm that you are willing and able to perform the commitments contained in the proposal and have not violated the terms of this RFP.

2. Statement of Minimum Qualifications (up to 2 pages)

Describe how the firm meets the minimum qualifications as set forth in **Section IV. A - Minimum Qualifications** of this RFP.

Submission of the MQ checklist does not negate the requirement to provide a detailed written response. Proof of Certifications must be presented here.

3. Project Approach (up to 10 pages)

Describe the services and activities that your firm proposes to provide to the County. Include the following information:

- 3.1 Overall scope of work tasks
- 3.2 Schedule and ability to complete the project within the County's required time frame
- 3.3 Innovations that your firm will provide for this project, including but not limited to efficiency, technology, and sustainability improvements

4. Firm Qualifications (up to 5 pages)

Provide information on your firm's background and qualifications which addresses the following:

- 4.1 A brief description of the firm, as well as how any joint venture or subcontractors would be structured, listing each firm's responsibility of services
- 4.2 A description of at least one (1) and not more than three (3) projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one (1) page for each project.

4.3 If joint venture or subconsultants are proposed, provide information on how they will be used in the project

5. Team Qualifications (up to 5 pages)

5.1 Provide a chart identifying:

5.1.1 Project team and reporting structure

5.1.2 Lead project manager

5.1.3 Role each person will play in the project – Refer to the scope of the work (note whether they are junior/senior level, qualifications, experience, education, certifications, licenses, etc.)

5.1.4 Written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the County’s prior approval. Please be aware that individuals working onsite will be asked to submit to a general criminal background check.

5.2 Provide a brief description of the experience and qualifications of the project team members, including short resumes if necessary.

6. References (up to 2 pages)

Provide two (2) references for the lead firm, lead project manager, and all subconsultants, including the name, address, and telephone number of at least one (1) but no more than three (3) recent clients (preferably other public agencies).

7. Fee Proposal (up to 5 pages)

The County intends to award this contract to the firm that it considers will provide the best overall program services. The County reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Provide a Fee Proposal that includes the following:

7.1 Labor Costs (will not be scored). Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary. Please include special rates for emergency calls, weekends, and holidays.

7.2 Total cost for each bi-monthly inspection identified in the Scope of Work with a not-to-exceed figure. Include cost of travel.

7.3 Price List for Surplus Parts (will not be scored)

7.4 Total annual cost of services for 3-years

7.5 Supplemental Narrative (1 page)

Instructions: Appendix C - Fee Proposal Calculations

A complete fee proposal is required from each Proposer. The fee proposal will be scored comparatively except for section 7.1 Hourly Rates, and section 7.3 Price List for Surplus Parts.

The Fee Proposal Calculation (Year 1 through Year 3) shall provide the County with ALL COSTS the Proposer will charge to complete the work described in **Section II - Scope of Work**.

The year-over-year fee proposal (Year 1 through Year 3) will become the **Contract Total** (Section 7.4 below) and shall become the basis for monthly or quarterly payments to the contractor.

Provide a Fee Proposal on the worksheets provided and with the assumptions set forth in this Fee Proposal section and **Appendix C – Fee Proposal Calculations**, which include the following:

- 7.1 **Labor Costs.** Labor costs must include the hourly wage and all indirect costs (labor burden) separated into individual breakdowns. The Labor Cost calculations must include the following:
 - Total annual full-time labor hours for each position title. One full-time position is equivalent to 2,080 hours per year. The total annual full-time labor hours are calculated by multiplying the number of full-time positions times 2,080 hrs.
 - Annual total hours (excluding paid time-off) shall be less than total annual full-time labor hours.
 - Burden (%). Labor burden shall include all costs associated with Proposer’s labor costs including but not limited to paid time off, payroll taxes, pension costs, health and welfare, health insurance, dental insurance, unemployment insurance, workers compensation insurance, training, and any other benefits that the Proposer provides its employees. These costs shall be broken down individually and compiled into the total percentage burden.
 - Annual labor cost with burden for each position title.
- 7.2 **Total Cost for Bi-Monthly Inspections**
 - Total annual cost for each bi-monthly inspection identified in the Scope of Work with a not-to-exceed figure. Include hourly rates for work outside of contract, including rates for emergencies, weekends, and holidays. Include cost of travel (not to exceed \$1,500 per year). See **Appendix B – Sample Inspection Checklist** as an example of the work to be completed at each bi-monthly inspection (*subject to change*).
- 7.3 **Price List for Surplus Parts**
 - Provide a cost estimate for the surplus parts identified in **Appendix C – Fee Proposal Calculations**. Provide cost estimates for additional surplus parts that your firm can provide.
- 7.4 **Year-over-year Summary.** 3-year Contract Total.
 - Use the worksheet included in **Appendix C – Fee Proposal Calculations** to summarize the 3-Year Total.
- 7.5 **Supplemental Narrative** (1 Page)
 - Submit a written explanation of the cost estimates provided in your Fee Proposal and explain how realistic these costs projections are. Explain possible factors that may change the costs of service or surplus parts.

NOTE: Exceptions, modifications and omissions from the requested information will not be accepted. Deviations from the required calculations and format will result in rejection of proposal as non-responsive.

The approved direct labor rates, if any, as of the effective date of this Proposal will be specified in the contract and shall remain in effect for the first three (3) years of the contract.

The County shall have two (2) opportunities to extend the term for a period of two (2) years each, which the County may exercise in its sole, absolute discretion. The County will allow a 5% increase for each year that the contract is extended.

IV. Evaluation and Selection Criteria

A. Minimum Qualifications (MQs)

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

Proposer is defined as the prime firm or joint venture that is proposing on this RFP.

Proposers must meet the following Minimum Qualifications:

1. Proposer shall have at least four (4) years of experience within the last six (6) years immediately preceding the issuance of this RFP in providing security maintenance and support services.
2. Proposer shall have completed at least three (3) security maintenance and support projects within the last five (5) years for at least three (3) municipalities, one (1) of which must have been in the State of California.
3. Project Manager shall have a minimum of four (4) years of security maintenance and support experience between 2017 and the present and be situated in an office in the San Francisco Bay Area.
4. Sub-contractor/s shall have a minimum of two (2) years of experience within the last four (4) years performing security maintenance and support work.
5. Project Team must have at least one member proficient in Microsoft Windows Operation Systems and virtualization (for operating servers).
6. Project Team must have at least one certified licensed electrician.
7. Proposer is registered and in good standing with sam.gov/SAM/

In order for a firm to pass the minimum qualifications and to be considered for contract award the firm shall be in good standing with Federal Government agencies and the State of California. Firms

that have been debarred, suspended, proposed for debarment, declared ineligible by Federal or State agencies will not qualify for contract award.

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of subject matter experts. The County intends to evaluate the proposals generally in accordance with the criteria itemized below. Up to three (3) of the firms with the highest scoring proposals may be interviewed by the committee to make the final selection.

The selection committee will only review and score the Technical Proposals (Section 1 – 3 below). The Fee Proposal score will be calculated and added to the Technical Proposal score. The sum of the two (2) scores will equal the final score for the written proposal.

Technical Proposal (Total of 100 Points)

1. Project Approach (25 points)

- 1.1 Demonstrates a clear understanding of the project/proposed services detailed in Section II - SOW and the tasks to be performed.
- 1.2 Plan and procedure to ensure performance goals are monitored and adjusted to meet performance standards
- 1.3 Reasonableness of proposed staffing level and allocation plan.
- 1.4 Effective and cost saving innovations

2. Firm Qualifications (25 points)

- 2.1 Expertise of the firm and subconsultants in the fields necessary to complete the tasks
- 2.2 Quality of recently completed projects, including adherence to schedules, deadlines and budgets
- 2.3 Strategy for successful engagement with the County
- 2.4 Innovation that gives Proposer a competitive edge if awarded this contract
- 2.5 Results of reference checks

3. Team Qualifications (25 points)

- 3.1 Expertise of the lead project manager
- 3.2 Expertise of assigned staff in the subject area and description of the tasks to be performed by each staff person
- 3.3 Workload, staff availability and accessibility
- 3.4 Results of reference checks

4. Fee Proposal (25 points)

The table below explains the method by which the fee proposal is scored. The lowest cost proposal will receive the maximum number of points assigned to the fee proposal evaluation criteria. All other proposals will be assigned points by dividing the amount of the lowest total fee proposed by the amount of their respective total fee proposed and then multiplying

the resulting number of the maximum number of points available to receive the proposer's score.

For example, if a total of 25 points are assigned to evaluate the fee proposal, Firm A offers the lowest fee proposal of \$1000 receives all 25 points. Firm B is the next lowest proposal that offers \$1200 receives a score of 20.8 points (\$1000 divided by \$1200 multiplied by 25 points). Firm C has the highest proposal that offers \$1500 and receives a score of 16.7 (\$1000 divided by \$1500 multiplied by 25 points).

Firm	Firm A	Firm B	Firm C
Total Cost	\$1000	\$1200	\$1500
Calculation	-	$\frac{1000}{1200}$	$\frac{1000}{1500}$
Points Achieved %	1.0	0.83	0.66
Points (Max 25)	25	20.8	16.7

Following the evaluation of the written proposals, the three (3) proposers receiving the highest scores will be invited to an oral interview. The interview will consist of standard questions asked of each of the proposers.

The department will combine both the written and oral interview scores of the short-listed proposers as the final scores and selection of the proposers.

V. Instructions to Proposers

A. Pre-Proposal Conference and Site Visit

Proposers are encouraged to attend a pre-proposal conference on Friday, May 6, 2022 at 9:00am to be held at the Youth Services Center, 222 Paul Scannell Drive, San Mateo, CA 94402. A site visit will directly follow the Pre-proposal conference, ending at 1:00pm. To RSVP for the pre-proposal conference, please send an email to Jenifer Logia, Management Analyst, at jlogia@smcgov.org.

All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please post them on Public Purchase.

The site visit will cover:

- Central Control
- Primary Server/Communications Room
- Admissions
- Administration Building
- Food Service/Housekeeping
- Housing Units: Forrest 1, Forrest 2, Forrest 3, Pine 4, Pine 5, Elm 6, Elm 7
- School Building
- Camp Kemp
- Loop Road/Central Plant

- All Main Distribution Frames and Intermediate Distribution Frames

B. Communications

- 1.1 As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
- 1.2 Proposers may not agree to pay any consideration to any company or person to influence the award of a Contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a Contract.

The above restriction does not apply to communications with the County regarding business not related to this RFP.

C. Contract Award

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

1.1 Award Procedure

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

1.2 Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

1.3 Commencement of Performance

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

VI. Terms and Conditions for Receipt of Proposals

A. Errors, Omissions, and Inquiries regarding the RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in Public Purchase, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Inquiries regarding the RFP should be lodged in Public Purchase.

B. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specific grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

C. Addenda

The County may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on Public Purchase. The proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the County prior to the proposal due date regardless of when the proposal is submitted. Therefore, the County recommends that the proposer consult Public Purchase frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

D. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for the duration of the contract and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

E. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

The County may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this RFP will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

F. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

G. Withdrawal of Proposals

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether or not a new RFP is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

H. No Commitment

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a Contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

I. Financial Responsibility

The County accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the County and may be used by the County in any way deemed appropriate.

J. Estimated Quantity

If the RFP results in an indefinite quantity or a requirements Contract, the goods and services actually requested by the County may be less than the maximum value of the Contract and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Contract.

K. Public Record

General

- 1.1 All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- 1.2 Any contract arising from this RFP will be a public record.
- 1.3 Submission of any materials in response to this RFP constitutes:
 - Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and

- Waiver of all claims 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 or materials to be inspected; and
- Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
- Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

Confidential Information

- 2.1 The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- 2.2 If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as “CONFIDENTIAL”. If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- 2.3 Failure to seek a court order protecting information from disclosure within ten days of the County’s notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.
- 2.4 Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- 2.5 Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

L. Reservations of Rights by the County

The issuance of this RFP does not constitute an agreement by the County that any contract will actually be entered into by the County. The County expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Reissue a Request for Proposals;
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials,

equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;

- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

M. No Waiver

No waiver by the County of any provision of this RFP shall be implied from any failure by the County to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Cooperative Agreement (Piggyback)

Any contract/s that will result from this competitive solicitation is being conducted as a Cooperative Procurement. The services, terms and conditions of the resulting contract may be used by other organizations as a Cooperative Agreement.

This clause in no way commits any SMC affiliate to procure services from the awarded contractor, nor does it guarantee any additional orders will result. It does allow interested organizations, at their discretion, to make use of this competitive procurement (provided said process satisfies their own procurement guidelines) and contract directly from the awarded contractor. All purchases made by SMC affiliates shall be understood to be transactions between that organization and the awarded contractor; SMC shall not be responsible for any such contracts.

VII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five (5) working days of the County's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the County has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day following the County's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

B. Protest of Contract Award

Within five (5) working days of the County's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the County has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day after the County's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Protests@smcgov.org

Subject: RFP Name and Number

Appendix A – Minimum Qualifications Checklist

Complete this form and attach it to your firm's Proposal

I, **Insert Name**, am a **Insert Title** at **Insert Firm** and am authorized to execute this Certification on its behalf.

Minimum Qualifications

Proposals will be accepted only from firms that meet the following required qualifications:
Please check box if your firm meets these qualifications:

- Proposer shall have at least four (4) years of experience within the last six (6) years immediately preceding the issuance of this RFP in providing security maintenance and support services.
- Proposer shall have completed at least three (3) security maintenance and support projects within the last five (5) years for at least three (3) municipalities, one (1) of which must have been in the State of California.
- Project Manager shall have a minimum of four (4) years of security maintenance and support experience between 2017 and the present and be situated in an office in the San Francisco Bay Area.
- Sub-contractor/s shall have a minimum of two (2) years of experience within the last four (4) years performing security maintenance and support work.
- Project Team must have at least one member proficient in Microsoft Windows Operation Systems and virtualization (for operating servers).
- Project Team must have at least one certified licensed electrician.

Required Registration

Please check box to indicate your firm is registered with the System for Award Management (SAM).

- Proposer is required to be in good standing with <https://sam.gov/SAM/>

I certify that the foregoing information is true and correct as of the date of this Certificate.

Signature: _____

Date: Click or tap to enter a date.

Appendix B – Sample Inspection Checklist

Do not complete or submit this form. The following is for example only.

Facility Location: _____

Date and Time: _____

Technician Name(s): _____

Areas: _____

Inspection Description:	Confirm Checked (✓)	Comments:
Grounding and Surge Protection <ul style="list-style-type: none"> • Visually inspect • Test operation • Clean all components 		
Uninterrupted Power Supply (UPS) <ul style="list-style-type: none"> • Check any LED indicators for errors • Check bypass is present • Check any fans, door/compartment seals for airflow and overheating • Test UPS operation 		
CCTV Systems <ul style="list-style-type: none"> • Inspect CCTV VRM and VMS • Inspect logs for faults or device failures • Assure CCTV system software is current • Assure proper camera setting • Assure systems is obtaining required video storage duration • Inspect and clean workstations 		
Access Controls <ul style="list-style-type: none"> • Check recording status and retention • Check air flow and venting at head end • Check focus and direction of cameras • Clean lens as needed • Check operation of pan, tilt, zoom • Check wiring and cables for wear • Check monitors for clarity and burn in • Check that connections are labeled 		

<p>Intercoms</p> <ul style="list-style-type: none"> • Check functionality of intercom stations • Check head end equipment for any errors, temperature, debris • Verify wiring is correct and seated • Verify volume levels with staff, adjust where needed • Make sure no obstructions in intercom units • Verify all paging zones are functioning and clear of debris 		
<p>Actall Duress Systems</p> <ul style="list-style-type: none"> • Inspect horns and strobes • Inspect body worn units • Test system for proper function and adjust if needed 		
<p>Electric Locks</p> <ul style="list-style-type: none"> • Verify functionality of lock and door position switch • Check lock pocket for debris • Lubricate moving parts inside of lock per manufacturer • Inspect seals, gaskets, thresholds, door pulls and stops 		

Additional Comments and Further Recommendations:

Appendix C – Fee Proposal Calculations

Instructions:

To get started, download the Excel template from publicpurchase.com. These instructions are also included in the spreadsheets.

Provide a Fee Proposal on the worksheets provided with the assumptions set forth in **Section III. D – Technical Proposal** and **Appendix C – Fee Proposal Calculations**, which include the following:

- 7.1 **Labor Costs.** Labor costs must include the hourly wage and all indirect costs (labor burden) separated into individual breakdowns. The Labor Cost calculations must include the following:
 - Total annual full-time labor hours for each position title. One full-time position is equivalent to 2,080 hours per year. The total annual full-time labor hours are calculated by multiplying the number of full-time positions times 2,080 hrs.
 - Annual total hours (excluding paid time-off) shall be less than total annual full-time labor hours.
 - Burden (%). Labor burden shall include all costs associated with Proposer's labor costs including but not limited to paid time off, payroll taxes, pension costs, health and welfare, health insurance, dental insurance, unemployment insurance, workers compensation insurance, training, and any other benefits that the Proposer provides its employees. These costs shall be broken down individually and compiled into the total percentage burden.
 - Annual labor cost with burden for each position title.
- 7.2 **Total Cost for Bi-Monthly Inspections**
 - Total annual cost for each bi-monthly inspection identified in the Scope of Work with a not-to-exceed figure. Include hourly rates for work outside of contract, including rates for emergencies, weekends, and holidays. See **Appendix B – Sample Inspection Checklist** as an example of the work to be completed at each bi-monthly inspection (*subject to change*).
- 7.3 **Price List for Surplus Parts**
 - Provide a cost estimate for the surplus parts identified in **Appendix C – Fee Proposal Calculations**. Provide cost estimates for additional surplus parts that your firm can provide.
- 7.4 **Year-over-year Summary.** 3-year Contract Total.
 - Use the worksheet included in **Appendix C – Fee Proposal Calculations** to summarize the 3-Year Total.
- 7.5 **Supplemental Narrative** (1 Page)
 - Submit a written explanation of the cost estimates provided in your Fee Proposal and explain how realistic these costs projections are. Explain possible factors that may change the costs of service or surplus parts.

Appendix D – County’s Standard Contract Template

Agreement No. _____

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 I—§ 504 Compliance

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 [write out amount] (\$Amount). 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 [Month and day], 20[last 2 digits of start year], through [Month and day], 20[last 2 digits of end year].

5. Termination

This Agreement may be terminated by Contractor or by the [Title of County Department Head] 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Insurance

c. 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.

d. 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.

e. 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.

11. 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 4.107 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.

12. Non-Discrimination and Other Requirements

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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.

m. 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.

13. 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 unless this Agreement's total value listed in the

Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. 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.

15. 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.

16. 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.

17. 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]

18. 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.

19. 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.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement

amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

Exhibit A
Services

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

SAMPLE

Exhibit B
Payments

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

SAMPLE

ATTACHMENT I

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."

[Sample Signature Page – Under \$200,000]

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

A.

For Contractor:

Contractor Signature

Date

Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

[Sample Signature Page – Over \$200,000]

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

For Contractor: [**SERVICE PROVIDER COMPANY NAME**]

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

