



County of San Mateo

Request for Proposals (RFP) for

**2022 County Building Access Control System Consulting
Services**

The Department of Public Works

RFP No. DPW-20220404

Date issued:	April 4, 2022
Pre-Proposal meeting:	April 11, 2022
Questions due:	May 2, 2022, 9:00 AM
Proposal due:	May 20, 2022, 5:00 PM

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I. Definitions

Business Day: Monday through Friday except for holidays as observed per the California Government Code.

Confidential Information: Information in any form that is not generally known and treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, knowhow, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.

Contract Materials: finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract: The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.

Contractor: The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms.

County Data: All information, data, and other content, including Confidential Information and other information whether or not made available by San Mateo County or San Mateo County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems: The information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County: San Mateo County.

Deliverables: Goods or services required to be provided to San Mateo County under the Contract.

Force Majeure: An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Hosting: Storage, maintenance, and management of hardware, software, and San Mateo County Data by a party other than San Mateo County, on machines and at locations other than those operated by San Mateo County, where a party other than San Mateo County has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.

Key Employee: Employees of the Contractor jointly identified by San Mateo County and the Contractor as possessing unique skill and experience that was a material consideration in San Mateo County's decision to award a contract.

Maintenance Updates: Any revision, update, improvement, modification, enhancement, correction, bug fix, patch, or new release for a system, platform, software or other product, including any change made as a result of applicable federal, State, or local law.

Major Change: A change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement or is of such a nature that knowledge of the change would affect a person's decision-making process.

Open Architecture Access Control: A method of access control that involves providers making their hardware and software easily accessible by, and interchangeable with, other providers' products.

PII (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.

Project Manager: The individual identified by San Mateo County as San Mateo County's primary contact for the receipt and management of the goods and services required under the Contract.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect.

Subcontractor: Firms engaged by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers.

Task Order or Purchase Order: A written request from San Mateo County to a vendor to provide goods or services, indicating types, quantities, prices and delivery criteria.

II. 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 Department of Public Works (DPW) plans, design, constructs, operates, and maintains facilities and equipment that are safe and accessible to the clients of County agencies, the general public and County employees. DPW is responsible for the operations and maintenance of the Countywide cardkey access control system. This system covers 39 sites, with over a dozen different departments, including human and social services, health, etc.

The Department of Public Works is issuing a Request for Proposal (RFP) No. DPW-20220404 for County Building Access Control System Consulting Services. DPW is seeking an independent evaluation to develop a design and seek recommendations to upgrade the County’s cardkey access control system to an open architecture-based solution. This project will include:

1. Requirements Discovery
2. Business Requirement and Analysis Document

The contract shall have an original term of one (1) year. OPTIONAL language if an extension is expected: In addition, the County shall have one (1) option to extend the term for a period of one (1) year each, which the County may exercise in its sole, absolute discretion.

Selection for this contract precludes the proposer (and any affiliated firm) from bidding on the final vendor selection and implementation of the project.

B. Schedule

RFP Released	April 4, 2022
Pre-proposal meeting	April 11, 2022 Online meeting link (TBD)
Deadline for Questions, Comments and Exceptions	May 2, 2022 9:00 AM PST
Proposal Due Date and Time	May 20, 2022 5:00 PM PST
Interviews (tentative)	(TBD)
Anticipated Contract Award Date	(TBD)

III. Scope of Work

A. Introduction

The County requires a consultant to assist the Public Works Department in its efforts to identify and select an open-architecture access control vendor for County facilities. The new vendor will replace the current one, and provide controllers, panels, software, and servers on top of the existing infrastructure.

The consultant's scope of work will include the following:

1. Requirements Discovery
2. Business Requirement and Analysis Document

The County requires an open-source access control solution (as described in **Appendix C - Minimum Design Requirements**), and vendor support coverage that includes, but is not limited to:

1. Annual preventative maintenance and inspections
2. Repair labor and materials included in service agreement
3. 24/7 on-site response with recommendations for triage and response times (including holidays).

The Proposer and any team member coming on-site must submit and successfully pass a background check and must show proof of COVID vaccination due to access to medical facilities.

B. Scope of Work Tasks

The following are work tasks assumed necessary to produce a Business Requirement and Analysis Document (BRAD). This Scope of Work is to be used as a general guide and is not intended to be a complete list of all sub-tasks necessary to complete the project. Proposers are expected to draw upon their expertise with similar projects to more fully define the required level of effort and reflect this in accurate estimations and task descriptions in their proposals. Proposers may suggest a modified scope as part of their proposal but shall include at minimum: (if Proposer has suggestions for additions to SOW, please include in your proposal).

Project Tasks and Milestones

1. Requirements Discovery [3 month(s)]

The consultant will engage County stakeholders to assess the current cardkey access control system. Components of the system include card keys, card readers, controllers, software, servers, and business processes and procedures related to cardkey. Ensure integration with ancillary cardkey related systems.

Requirements Discovery should be conducted in the following phases:

- 1.1 Evaluate the current system
 - Site visits (approximate 40 sites all within the County of San Mateo).
 - Verify and validate existing cardkey access control components and standards.
 - Existing equipment counts may change due to ongoing construction projects. Proposer will need to coordinate with Project Development Unit (PDU) and DPW for construction changes.
 - For current summary of inventory, see further details in **Appendix D - Existing Equipment and Inventory Counts**.

- 1.2 Engagement with County departments and key staff
 - On-site evaluation systems, equipment and associated infrastructure at all applicable County-owned and non-County owned buildings, parking structures, and garages.
 - Assessments will be performed at the following types of locations:
 - Office buildings
 - Parking garages
 - Court houses
 - Hospitals / Medical Offices / Medical Clinics
 - Libraries
 - Interviews with County Department stakeholders and key staff
 - a. At minimum, conduct video conference calls with key stakeholders
 - Identify security requirements of each location. Certain facilities/areas have sensitive, confidential, or special security requirements that necessitate as little downtime as possible (e.g., mental healthcare sites, youth services, etc.)
 - review of existing access control procedures, including, but not limited to, emergency plans and procedures

2. Business Requirement and Analysis Document [3 month(s)]

Create a Business Requirement and Analysis Document (BRAD) that summarizes the information gathered during the Requirement Discovery phase. It must describe the current business environment, and include recommendations for improving technology, standards, and procedures. The BRAD will be used internally as a Current Services Baseline. The BRAD must include:

- 2.1 An executive summary
- 2.2 Description of the actions taken during the Requirements Discovery phase, including baseline description of current services and cardkey access control processes
- 2.3 SWOT analysis (Strengths, Weaknesses, Opportunities, Threats) of the current system.
- 2.4 Recommendations for the future cardkey access control environment including, but not limited to:
 - 2.4.1 Improving internal business processes, standards, and procedures
 - 2.4.2 Identify and recommend cardkey security enhancements for safety sensitive or confidential County sites
 - 2.4.3 Recommended technical standards for hardware/software, based on industry best practices and standards
- 2.5 Provide a minimum of four (4) design recommendations that meet the minimum design requirements (**as described in Appendix C - Minimum Design Requirements**), along with a matrix analysis of best fit for County needs. Includes analysis of related software, hardware, and vendor services:
 - 2.5.1 Provide a cost and technical basis for components and services
 - 2.5.2 Identify technical issues, risks, and project constraints
 - 2.5.3 Maximize innovation opportunities
 - 2.5.4 Cost-benefit analysis for potential courses of action
 - 2.5.5 Minimum of three (3) examples of other customers with comparable requirements, using said designs
- 2.6 Develop an accurate schedule with milestone and completion dates for transition.

- 2.7 Include recommended schedules and timelines to transfer existing access control groups and other settings to new system. (e.g., access/terminal groups, time zones, etc.) Include recommended sequence of events and phasing. The transition plan should account for maintaining live operations and building security while transitioning from one system to another.
- 2.8 Establish performance criteria. The solution should consistently meet the needs of high-risk areas by providing maximum security with minimal downtime.

Preliminary draft and final document reports shall be submitted for review and approval. Proposer will provide the following documents and at minimum one (1) presentation. Each draft document will be reviewed and approved before subsequent document submittal.

1. Initial Draft for DPW Review
 2. Draft for Stakeholder Review
 - o Presentation to stakeholders
 3. Final Document
3. Add-Alternate
- 3.1 Provide ongoing consulting guidance and hourly rates during implementation, on an as-needed basis.

IV. Submission Requirements

A. Submission Deadline

Proposals must be electronically received **5:00 PM PST on May 20, 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

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

- 1.1.1 Technical proposal
- 1.1.2 Minimum Qualifications Checklist
- 1.1.3 Fee proposal
- 1.1.4 Other documents (name them) as needed

1.2 Electronic Submissions

Include the proposer name and the RFP title and number in each filename. 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:

- Text be unjustified (i.e., with a ragged-right margin)
- Pages have margins of at least 1” on all sides (excluding headers and footers)
- If the proposal is lengthy please include a Table of Contents
- PDF format is preferred

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 25 pages)

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

The technical proposal should be a concise and customized response to the submission items listed below. Do not include marketing material in the submission. 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 it is willing and able to perform the commitments contained in the proposal and has 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 *Minimum Qualifications (MQs)* of this RFP.

The MQ checklist must be submitted separately; submission of the MQ checklist does not relieve the proposer of the requirement to provide a detailed written response.

3. Project Approach (up to [12] pages)

Describe the services and activities that your firm proposes to provide to the County, in accordance to **Section III-SOW**. Proposer must also provide detailed descriptions of how the Proposer will execute the work associated with each task outlined in this Solicitation. The task scopes and descriptions shall be of such form and in such manner and detail as to divide the work up into manageable segments. The description provided for each task should include, as appropriate, the following information:

- 3.1 Description of approach to requirements discovery, including engagement with other County stakeholders.
- 3.2 Approach to proposing system recommendations. Description of system integrations services in alignment with minimum design requirements.
- 3.3 Describe approach to communication with DPW
- 3.4 Describe innovations that your firm will offer for this project that would set it apart from industry peers, including but not limited to training, efficiency and technology
- 3.5 Provide a sample business document which shows the results of access control assessment and recommendations. It should include:
 - Actions taken during the discovery and assessment phase
 - Recommendations for cardkey security standards
 - Recommendations for cardkey access control system vendor
- 3.6 (Not scored) Identify other types of security services that your firm offers that the County may be interested in for regular or emergency use

4. Firm Qualifications (up to [4] pages)

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

- Briefly describe the firm, as well as how any joint venture or subcontractors would be structured, listing each firm's area of responsibility for services.
- Describe the firm's philosophy/values regarding on how security is delivered to members of the public.
- Provide a description of not more than three (3) client engagements (preferably any municipalities and/or government agencies) similar in size and scope by your firm including client, reference and telephone numbers, staff members involved, budget, schedule, and project summary. Descriptions should be limited to one (1) page for each client engagement.

5. Team Qualifications (up to [4] pages)

Provide a chart identifying:

- Team and reporting structure
- Role that each person will play
- Provide details of Project Manager's experience on providing access control consulting services
- Written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned without the County's prior approval

Provide a brief description of the experience and qualifications of team members:

- Include whether team members have the following certifications:
 - Has ASIS Certification: CPP-Certified Protection Professional
 - Has ASIS Certification: PSP-Physical Security Professional
- Include short resume of other key personnel

6. References (up to two (2) pages)

Provide at least three (3) references for the prime proposer from successfully completed projects (preferably other government agencies) of similar nature to that described in this solicitation, including the name of the organization for which the work was performed, address and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

E. Fee Proposal (up to [1] page)

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.

The County intends to select the firm that it determines will provide the best overall program services, though it also reserves the right to decline to enter into an agreement with any or all of the proposers that respond to this RFP. Pricing is a consideration, but is not the sole consideration, and accordingly, the County may not accept the lowest priced offer. The County also reserves the right to reject any proposals that are not responsive to this request.

The proposed Fee Proposal should represent an accurate cost proposal for scope of work in this current service framework, as it is expected that this Fee Proposal will be used in an agreement entered by the County as a result of this RFP. The following sections of the Fee Proposal will be scored.

As a separate document, produce the following information in **Appendix B - Fee Proposal**:

- Total fee for each milestone defined in the Scope of Work
 - Travel and expenses costs shall be included for Proposer to complete the work described
- Other Costs
 - Additional travel costs and expenses will be reimbursed at CONUS (Continental United States) per diem rates
- Hourly rates (will not be scored). Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary
 - Hourly rates for consulting guidance (Add Alternate Task)

V. 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 has been providing access control evaluations and consulting services for a minimum of four (4) years within the last seven (7) years immediately preceding the issuance of this RFP.
2. Proposer has completed at least three (3) access control evaluations of large campuses with more than 20 locations, within the last seven (7) years, one (1) of which must have been in the State of California and one (1) of which has a campus location operating 24x7.
3. The Project Manager assigned to this project must have a minimum three (3) years of experience within the last five (5) years, providing access control evaluations and consulting services.
4. Proposer is registered and in good standing with: <https://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 – 4 below). The Fee Proposal score will be calculated and added to the Technical Proposal score.

Technical Proposal

1. Project Approach (30%)

- 1.1 Demonstrates a clear understanding of the project and proposed services detailed in **Section III-SOW** and the tasks to be performed
- 1.2 Comprehensiveness of proposal
- 1.3 Cost saving innovations (if any)

2. Firm Qualifications (30%)

- 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 (20%)

- 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

4. Fee Proposal (20%)

- 4.1 Total fee for each milestone defined in the Scope of Work
- 4.2 Other Costs
- 4.3 Total project cost

VI. Instructions For Proposers

A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal meeting on **April 11, 2022** (at time to be determined), to be held at via online conference link. 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.

B. Communications

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.
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. 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.

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.

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.

VII. 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

1. 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:
 - 1.3.2 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
 - 1.3.3 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
 - 1.3.4 Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - 1.3.5 Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

2. 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.

VIII. 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 No. DPW-20220404 - County Building Access Control System Consulting Services

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 has been providing access control evaluations and consulting services for a minimum of four (4) years within the last seven (7) years immediately preceding the issuance of this RFP.
- Proposer has completed at least three (3) access control evaluations of large campuses with more than 20 locations, within the last seven (7) years, one (1) of which must have been in the State of California and one (1) of which has a campus location operating 24x7.
- The Project Manager assigned to this project must have a minimum three (3) years of experience within the last five (5) years, providing access control evaluations and consulting services.

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/>

- Registered as (**Business Name**)

Unique Entity ID (SAM): (ID Number)

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. Fee Proposal

The Fee Proposal shall provide the County with ALL COSTS the Proposer will charge to complete the work described in Section II - Scope of Work.

The following will be scored:

Total Fee for each Milestone	
<ul style="list-style-type: none"> Requirements Discovery 	\$
<ul style="list-style-type: none"> Business Requirement and Analysis Document 	\$
Other Costs	\$
Total Project Cost	\$

The following **WILL NOT** be scored:

Hourly Rates	\$
(Identify itemized costs if necessary)	\$

Appendix C. Minimum Design Requirements

General

The Proposer shall design a cardkey access control system according to the minimum design requirements as specified.

Overview

The system design must be based on non-proprietary, open architecture and easily compatible with access control hardware (e.g., panels, controllers, card readers, etc.) from varying other manufacturers. Open architecture hardware is defined as ability to work with a variety of software partners over time without any re-investment in hardware; hardware must be able to be supported by multiple service providers.

The design must incorporate reusing existing card reader infrastructure and existing cardkeys; the County recently invested in upgrading all card readers and cardkeys to a 48-bit SEOS standard.

System

1. Maintain and use existing/installed card reader infrastructure (HID RP 40 Card Readers). Only replace proprietary panels and/or controllers. Card readers currently read 35-bit Proximity and 48-bit SEOS cards. The County would like to use 48-bit SEOS only.
2. Integrate with existing intrusion equipment (e.g., panic alarms, glass breaks)
3. Integrate with other County applications for enhanced on-boarding and off-boarding processes (e.g., Active Directory, Workday, SAML SSO (Okta))
4. Integrate with existing CCTV systems
5. Integrate with other credential applications (e.g. SALAMANDER)
6. Integrate with other timekeeping system (e.g., timeclock)
7. Integrate w/Printers
8. System design should be flexible to accommodate other access control methods if needed (i.e., “futureproofing” as much as possible). Support for the following:
 1. Digital Keys (e.g., using smart phone as a ‘cardkey’)
 2. Biometric or facial recognition readers

Hardware

1. Panels: System must be compatible with open architecture, non-proprietary panels (i.e., able to use panels from other manufacturers). Current system resides on the County network.
2. IO Boards/Controllers: Must be easily scalable to allow additional card readers.
3. Card readers: Readers must operate in security standard of 48-bit SEOS only or higher. The card readers must also read 35-bit Proximity cards for now, until the County can complete the switch to SEOS only
4. UPS/Battery backup requirements: Hardware should have enough back-up power to allow card readers continuous operation after a power failure (a minimum timeframe to be determined with designer). Site-specific fail-safe
5. Network Equipment: Designer to coordinate network infrastructure solution.
6. Door equipment: Integration with existing and approved site-specific electric strikes/locks, crash bar considerations, REX, door positions.

Software

1. System design must incorporate open architecture software to manage and operate the cardkey access control; software must allow integration and inter-operability with access control components, hardware and systems from different manufacturers.
2. Software must maintain minimum of one-year transaction history for each cardkey.
3. Have sufficient licensing for all support staff roles, including operations, printing, and reporting (e.g., cardkey staff, badging stations, view-only reports)

4. Customized easy-to-use reporting and ad-hoc reporting features (e.g., cardkey transaction reports, access rights reports, department-level reports)
5. Software should be LDAP-integrated; desirable to integrate with other cardkey access control software (e.g., Open Options)
6. MS SQL Server database back-end preferable
7. Cloud-based software optional; follows web/mobile management industry standards
8. Able to perform batch/group cardkey processes (e.g., print, create, modify multiple badges at the same time)
9. Desirable to have live status, map and location of card readers and panel equipment
10. Desirable to have inventory lifecycle management capabilities for access control components (e.g., install date, location, serial/id numbers, etc.)

Customer Service and Response Expectations

Proposer shall include, as part of each solution and recommendation, service providers capable of providing the following services for hardware and software components, through tiered service response levels, warranty, and maintenance agreements:

1. Ongoing Preventative Maintenance
 - a. Able to provide onsite preventative maintenance and inspection of all installed equipment during agreed upon scheduled service dates
2. Tiered response levels
 - a. Provide appropriate service response times for incident management, based on security needs of facilities and departments. (Specific levels TBD through Requirements discovery)
3. Appropriate staffing level
 - a. Service technicians must be qualified and capable of servicing issues
 - b. All technicians must be geographically local to the County, to meet appropriate service response times
4. Invoice Tracking
 - a. Provide details invoice tracking

Appendix D. Existing Equipment and Inventory Counts (As of 2/1/2022)

***NOTE: Counts and locations subject to change due to ongoing construction projects.**

Location	JCI CK721/ CK721A	HID RP40	Sub Controller	Aperio Wireless
1950 Alameda De Las Pulgas	2	20		
2000 Alameda De Las Pulgas	5	32		
225 37th Ave	3	29		
330 Harbor	1	7		
350 90th Ave, 2nd FL	1	10		
400 Edmonds Rd, RWC	1	8		
400 Harbor Rd. Belmont BLDG E	1	7		
727 Shasta St. RWC	1	5		
802 Brewster, RWC	1	9		
1 Davis Dr. Belmont	1	14		
1487 Huntington Ave, SSF	1	8		
2415 University Ave. EPA	1	15		
2500 Middlefield Rd, Redwood City	2	27		
271 92nd St, DC	1	15		
31 Tower Rd	1	5		
40 Tower Rd	1	1		
400 Harbor Rd. Belmont BLDG A	1	15		
400 Harbor Rd. Belmont BLDG B	1	12		
400 Harbor Rd. Belmont BLDG C	1	15		
500 Quarry Rd San Carlos	2	25		
1050 Mission Rd. SSF	1	12		
125 Lessingia Ct	1	2		
1320 Marshall St. RWC	1	7		
222 Paul Scannell Dr. SM	11	63		
260 Harbor Rd, Belmont	1	3		
400 County Center	4	50		
455 County Center	3	29		
555 County Center	8	62		
800 N. Humboldt St., SM	1	5		
County Center, PS1 & 2, RWC	2	19		
222 W. 39th Ave.	33	376		
225 Cabrillo Hwy S, Halfmoon Bay	1	5		
2710 Middlefield, RWC	4	53		
306 Spruce, SSF	1	3		
350 90th St., 3rd Flr, Daly City	1	7		
380 90th St., Daly City	1	12		
400 County Center, ROC	2	50	30	132
620 Airport Way	1	10		
COB 3	14	60		
Total: 39 Sites	120*	1107*	30	132

Appendix E. 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 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 [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

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.

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.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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. 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.

* * *

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.

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

Exhibit A

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

SAMPLE

Exhibit B

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 IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.