



Office of  
**Mark Church**  
Assessor-County Clerk-Recorder &  
Chief Elections Officer  
San Mateo County

**Request for Proposals**  
**San Mateo County Clerk-Recorder**  
**Microfilm to Digital Image Conversion Project**  
**RFP Number: 1255**

Quotes and supporting materials must be submitted by:  
**5:00 PM, July 11, 2011**

Late submissions will not be considered.

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## **2011 Request for Proposal Microfilm to Digital Image Conversion**

This Request for Proposals (RFP) is not a commitment or contract of any kind. San Mateo County ("the County") reserves the right to pursue any and/or all ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the respondents and shall not be reimbursed. The County reserves the right to reject any and all proposals. The County reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County; reserves the right to negotiate with qualified respondents for the restructuring of financing; reserves the right to cancel in part, or in its entirety, this RFP.

### **Background**

The San Mateo County Recorder's Division of the County Clerk-Assessor-Recorder-Elections Department (CARE) preserves the official archive of various documents relating to legally recordable transactions or events, such as deeds and maps relating to real property sales, commercial financing statements or mechanic's liens, to name a few. The Recorder collects documentary transfer taxes and conveyance taxes on property sales.

Prior to 1996, the option to digitally preserve the County's land records was not available as it is today, therefore microfilm was the records preservation medium of choice. The Recorder's office currently has an inventory of approximately 3400 rolls of film between 1980 through 1996, referred to in this RFP as Group One in the Scope of Work, Project Size. The department is interested in proposals that address two other groups of prior years, however the timeline for Groups Two and Three is undefined at this time.

### **Introduction**

The County and CARE welcome proposals from all qualified service providers. The County may, in its sole discretion, enter into contracts with multiple qualified providers.

#### **General Provisions Regarding Public Nature of Proposals**

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

has a right to inspect any public record, unless the document is exempted from disclosure.

**Respondent's Rights Regarding Confidentiality of Proposals**

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

**County's Rights Regarding Confidentiality of Proposals**

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

**Applicant Experience**

There are multiple stages of this process of which applicants must meet the basic requirements. Applicants must be familiar with and practicing the latest techniques used to provide safe, legible, and accurate conversion from microfilm to digital medium.

**Cooperative Purchasing Clause**

Please indicate if the resultant contract will be extended to other public and County of San Mateo affiliated non-profit agencies in the San Francisco Bay Area upon their request.

**Other public agencies.** Yes\_\_\_ No\_\_\_

**County affiliated non-profit agencies.** Yes\_\_\_ No\_\_\_

(The response to this inquiry shall not affect the award decision unless all other factors are deemed to be equal by the County.)

## RFP Calendar

RFP Issue Date	•	06/01/2011
Deadline for Written Questions	•	06/13/2011
Pre-Proposal Meeting	•	06/21/2011
Release Responses to Written Questions & Any Questions Posed at the Pre-Proposal Meeting	•	Week of 06/27/2011
RFP Response Submission Due Date	•	07/11/2011
RFP Review and Negotiation	•	Week of 07/11/2011
Selection of RFP	•	Week of 07/18/2011
Protest Deadline	•	07/25/2011
Anticipated Contract Start Date	•	09/01/2011

### Pre-Proposal Meeting

Prospective respondents will have an opportunity to ask questions at a pre-proposal meeting.

### Pre-Proposal Meeting Details

Date: 06/21/2011  
Time: 9:00 a.m. to 11:00 a.m.  
Place: 555 County Center, Room 311  
Redwood City, CA 94063  
RSVP by: 05/25/2011, close of business  
RSVP contact: Beth Falls, Recording Supervisor  
(650) 363-1897  
[bfalls@smcare.org](mailto:bfalls@smcare.org)

Attendance at the pre-proposal meeting is **NOT** a mandatory prerequisite for submission of a proposal.

A written copy of the answers to the questions raised at the conference, or via fax or email, concerning clarification of proposal requirements will be sent to all known prospective respondents the week of **06/27/2011** and posted at [www.smcare.org](http://www.smcare.org).

## Proposal Process – Pre-submission

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

### RFP Clarification and Questions

Inquiries regarding clarification of the intent or content of this RFP, or of the competitive proposal process, should be submitted **no later than 06/13/2011** and directed in writing to:

Mr. Peter Tocchini  
County of San Mateo  
Purchasing Division  
455 County Center  
Redwood City, CA 94063  
Phone: (650) 363-4408  
Fax: (650) 599-1702  
Email: [ptocchini@co.sanmateo.ca.us](mailto:ptocchini@co.sanmateo.ca.us)

The County shall respond to all written questions during the non-mandatory pre-proposal meeting, and will post questions and responses on the CARE website after the pre-proposal meeting at [www.smcare.org](http://www.smcare.org). The County may choose to provide additional information following the pre-proposal meeting.

### Errors in the RFP

If you discover an ambiguity, conflict, discrepancy, omission or other error in the RFP, immediately notify Peter Tocchini. Required modifications or clarifications of the RFP will be made by addenda to the RFP. The clarification will not divulge the source of the request.

If a respondent fails to notify the County of a known error in the RFP (or one that the respondent reasonably should have known) prior to submission of their proposal, the respondent submits their proposal at their own risk. If awarded a

contract under these circumstances, the successful respondent will not be entitled to additional compensation or time due to the error or its later correction.

### **Addenda**

The County may modify the RFP, prior to proposal due date, by issuance of an addendum. The addendum will be posted on the county internet. It will be the responsibility of the respondents to check the internet for addenda to the RFP. The RFP and any addenda can be found at [www.smcare.org](http://www.smcare.org).

## **Proposal Process - Submission**

### **Economy of Preparation**

All information requested in the RFP must be included in the vendor's response. This section specifies the required content and sequence of presentation. Each of the required sections identified must be addressed and must be specifically labeled. Failure to comply with this content and sequence in a proposal may cause the proposal to be considered non-responsive. The organization for a proposal is:

- Cover Letter
- Table of Contents
- Executive Summary
- Respondent's Background and Financial Outlook
- Technical Response
- Cost Work Sheet
- Proof of Insurance
- References

Proposals should be prepared simply and economically. Provide a straightforward and concise explanation of the capabilities and services that satisfy the requirements of this RFP. Emphasis should be placed on clarity and completeness of content.

### **Items 1 through 8 below contain brief descriptions of material that must be included in this proposal.**

1. **Cover Letter** - Respondent shall identify the firm's name that will be providing the services offered in the proposal. The name, address, telephone number, facsimile number and e-mail address of a principal contact for information regarding the proposal shall be supplied.
2. **Table of Contents** - Immediately following the Cover Letter, provide a comprehensive Table of Contents of the material included in the

proposal. The Table of Contents must clearly identify the proposal sections and the applicable page numbers.

3. **Executive Summary** - Describe the overall services you intend to provide consistent with Attachment A – Scope of Work.
4. **Respondent's Background and Financial Outlook** - Describe the company's history (include length of time in business and any experience working with public agencies), mission, programs, and services it provides; administrative structure; and experience in providing similar services. Attach an organizational chart. Include two years of most current annual reports.
5. **Technical Response** – As required in Attachment A – Scope of Work.
6. **Cost work sheet.**
7. **Proof of Insurance** - Attach insurance certificates indicating liability insurance of a minimum of \$1,000,000 for each of the following: comprehensive general, motor vehicle, professional, and worker's compensation.
8. **References** - The Contractor shall submit a reference list of at least five (5) current clients of comparable size and scope of operations and shall include at least two government agencies. Each reference shall include the name and title of the current contact and his/her current business telephone number.

### **Proposal Delivery and Conditions**

- Original proposal and six (6) copies must be submitted and signed by a corporate official authorized to obligate the organization to the commitments contained in the proposal.
- Proposals must be in a sealed package, plainly marked with the RFP number. Any proposal not packaged and marked may be rejected.
- While not a requirement, it is preferred that RFP responses are printed on recycled paper and printed on both sides.
- Submission of a proposal signifies that the offer will be valid for at least 120 days after the proposal submission deadline.
- Materials should be delivered to:

Mr. Peter Tocchini  
County of San Mateo  
Purchasing Division  
455 County Center, 4<sup>th</sup> Floor



Redwood City, California 94063-1663

**By 5:00 PM**

**07/11/2011**

 **NO POSTMARKS ACCEPTED, NO EXCEPTIONS.**

### **Withdrawal or Revision of Proposals**

A proposal may be withdrawn or revised at any time prior to the deadline for receipt of proposals. To withdraw a proposal, a written request executed by the respondent or duly authorized representative must be delivered to:

Mr. Peter Tocchini  
County of San Mateo  
Purchasing Division  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, California 94063-1663  
Phone: (650) 363-4408  
Fax: (650) 599-1702  
Email: [ptocchini@co.sanmateo.ca.us](mailto:ptocchini@co.sanmateo.ca.us)

This must occur before the submission deadline. The withdrawal of a proposal will not prejudice your right to submit a new proposal prior to the deadline.

## **Proposal Process – Post-submission**

### **Selection**

This procurement will not be awarded solely on low bid. A contract, if awarded, will be negotiated with the respondent who can best meet the County's needs.

The evaluation of proposals will be made by a Selection Committee. The Selection Committee will evaluate proposals and the qualifications of respondents submitting proposals. The evaluation criteria that the Selection Committee will use shall include those listed in section "Selection Criteria." The Selection Committee will recommend a proposal and respondent to the Department Head who shall give final approval to enter into contract negotiations. All contracts over \$100,000 must be approved by the Board of Supervisors.

## Selection Criteria

### History and Structure of Respondent

- **Personnel:** How long have key personnel been involved in similar work? Does key staff have experience with providing services required?
- **Experience:** How long has the respondent been involved in providing these services? What is the respondent's track record in contract compliance, including accounting and record-keeping requirements? In implementing new projects? Does the respondent have history of successfully managing contracts with public agencies?
- **Required County Contract Terms:** Can the respondent execute an agreement that includes all of the terms of the County Contract Form included as Attachment B, and complete the County Declaration Form included as Attachment C?

### Philosophy/Service Model

- Is there is a clearly articulated understanding of and commitment to the intent of the project as described in the RFP?
- Does the proposal include a realistic project plan for all stages of implementation and delivery?
- Does the respondent demonstrate that it has a track record of positive outcomes, on-time, within budget, technically supported verbally and in written materials, and a solid future in the business of digital conversion and access?

### Staffing Patterns and Operations

- Is there sufficient staffing proposed to provide the services?
- Is training available to CARE staff?
- How does the respondent evaluate the quality of its program?
- Does the respondent have a contingency emergency plan?

**Implementation Plan/Timeline**

- Does the proposal provide enough specificity to support detailed implementation?

**Budget**

- Is the narrative clear, including a realistic description of all costs associated with the project?
- Are budget justifications, including administrative costs, reasonable?

**References**

- Selected references supplied by respondents may be contacted by San Mateo County representatives.

**Recommendation of Award of Contract**

The County Board of Supervisors will be asked to authorize the County's Purchasing Agent to enter into a contract for the accepted proposal. Such a contract will be interpreted, construed and given effect in all respects according to the laws of the State of California.

**Notification**

Notification of the announcement of standing will be done by e-mail and will be posted on the CARE web page at [www.smcare.org](http://www.smcare.org).

**Protest Process**

A respondent may submit a written protest to:

Office of Mark Church  
Assessor-County Clerk-Recorder  
San Mateo County  
555 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063

**Attention:** Theresa Rabe, Deputy Assessor-County Clerk-Recorder

**E-mail** to [TRabe@smcare.org](mailto:TRabe@smcare.org) or **Fax** to (650) 363-1903

Such written protest must be submitted within five (5) days after receipt of the Notification of Standing informing the respondent that their proposal was not selected.

The respondent should specifically address any perceived irregularities in the process and/or the RFP Review Committee recommendation, and provide concrete examples of same. The Selection Committee will have the opportunity to review the written protest, and to present to the Department Head the reasons for the Committee's recommendation.

The Deputy Assessor Clerk Recorder will respond to the protest within ten (10) working days of receipt of the written protest. The Deputy (or her designee) may establish a meeting with the respondent in order to discuss the protest. The Decision of the Deputy (or her designee) as to the selection of the contractor with which contract negotiations will commence, is final.

### **Inability to Negotiate a Contract**

After a respondent has been recommended by the Selection Committee and selected by the Deputy and approved by the Department Head, the County and such respondent will negotiate a contract for submission to the County's Board of Supervisors (or Purchasing Agent for agreement under \$100,001) for consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, in its sole discretion, begin contract negotiations with one or more than one of the remaining respondents. The County may contract with more than one respondent if County determines, in its sole judgment, that more than one contractor is preferred to provide the specified services. The final decision as to whether the County will enter into a binding agreement with a contractor rests with the Board of Supervisors.

### **Rejection of Proposals**

The County of San Mateo reserves the right to select the proposal that will best serve the interests of the County. The County also reserves the right to select other than the lowest price proposal, when it is in the County's best interest.

Failure to select a proposal will imply that another proposal was deemed more advantageous to the County or that no proposal was selected. The County may reject any or all proposals.

### **Disposition of Proposals**

All materials submitted in response to this RFP would become the property of the County. The original of each proposal will be retained for official files. The

successful proposal will be incorporated into the resulting contract and will become a matter of public record.

The County has the right to use any system ideas, or adaptations of such ideas, contained in any proposal received. The ultimate selection or rejection of a proposal does not affect this right.

## ATTACHMENT A – Scope of Work

The services to be delivered are described in the Scope of Work below. However, respondents are not discouraged from proposing additional services or services different in kind than those contained in the Scope of Work, with a brief discussion of how the greater or different services proposed would improve the outcome.

### Project Size

Description of Project Size and Phases
Microfilm for conversion is located in a facility near Sacramento. Contractor must pick up and deliver film to this location.
<b>Group One</b> – Official public records from 1980 through 1996. There are approximately 3,500 rolls of 16mm film and approximately 12.7 million images.
<b>Group Two</b> – Official public records from 1961 through 1979. There are 1,837 rolls of 16 & 35mm film. Some confidential records are present. We are refining our image estimate.
<b>Group Three</b> – Official public records from 1850 through 1960. There are 1,612 rolls of 16 & 35mm film. Some confidential records are present. We are refining our image estimate.

### Instructions for Completion

Please check “Yes” or “No” for each of the following requirements in the sections Conversion Project Management, Conversion, Indexing, Redaction, Access and Additional Services.

Following that, please include a worksheet that closely follows this workflow and provide detailed pricing.

### Conversion Project Management Requirements (Minimum)

Description of Requirement Check “Yes” if you are able to meet these requirements and “No” if you are not.	Yes	No
Contractor shall have the following capabilities:		
Be regularly employed in the business of converting microfilm to digital images for the last five (5) years.		

	<b>Description of Requirement</b> <b>Check "Yes" if you are able to meet these requirements and "No" if you are not.</b>	<b>Yes</b>	<b>No</b>
	Have successfully completed at least two other projects of this size that will be confirmed by contacting the references provided.		
	Pick up and deliver present original microfilm to be converted.		
	Provide a timeline describing your recommendations for the number of rolls to be picked up and amount of time that the rolls will be in your possession. This should include the description of your proven log and receipt system, storage plan, and description of Coverage for loss while film is in your possession.		
	Review all film and report any brittleness, uneven density, splices, illegible or lost images or any other concerns regarding the condition of the film and it's fitness for conversion.		
	Provide a simple project plan describing the process you use for conversion. Include your QC methodology.		
	Provide a list of all industry standards and best practices applicable to digital conversion and your compliance with them.		
	Are there any other contractual, on-going, tax or labor costs not included in this list?		

**Conversion Requirements (Minimum)**

	<b>Description of Requirement</b> <b>Provide a cost estimate for the following. You may submit the pricing in a bundle and/or by line item, however, the County reserves the option to ask for line item details should you choose not to submit them initially.</b>		
	<ul style="list-style-type: none"> <li>• Pick-up and delivery of film.</li> <li>• Film preparation.</li> <li>• Scan to digital media in a multi-page, Group 4 tif format with a minimum 240 dpi.</li> <li>• QC images.</li> <li>• Clean-up images.</li> <li>• Rescan poor quality images.</li> <li>• Repair digital images that may be illegible due to the poor quality of the original microfilm.</li> <li>• QC repaired images.</li> <li>• Save files using CARE'S naming convention.               <ul style="list-style-type: none"> <li>○ YEAR/MTH/DAY/DOCUMENT NUMBER.tif 2011/JAN/01/2011001234.tif</li> </ul> </li> </ul> Notes:		

	1. 1980 and 1981 naming convention may vary. 2. Any indexing currently using a two year format must be indexed in a four-year format.		
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### Indexing Technical Requirements (Minimum)

	Description of Requirement Check "Yes" if you are able to meet these requirements and "No" if you are not.	Yes	No
	Index must be in a flat file text format.		
	Index all images with the following minimum information. <ul style="list-style-type: none"> <li>• Yearxxxxxx where xxxxxx = Document Number.</li> </ul>		
	Provide a cost estimate in a per job, per image format that includes cost per image to index by document number.		
	Are there any other contractual, on-going, tax or labor costs not included in this list?		

### Redaction Technical Requirements (Minimum)

	Description of Requirement Check "Yes" if you are able to meet these requirements and "No" if you are not.	Yes	No
	Automatically search each image for Social Security number format and redact the first five digits of that number.		
	Are there any other contractual, on-going, tax or labor costs not included in this list?		

### Access - Software Technical Requirements

	Description of Requirement Check "Yes" if you are able to meet these requirements and "No" if you are not.	Yes	No
	Do you have a viewer application?		
	Bulk import/export API.		
	Thin or thick client or server based.		
	Training if applicable with viewer.		
	Are there any other contractual, on-going, tax or labor costs not included in this list?		



### Additional Services

	<b>Description of Requirement</b> Check "Yes" if you are able to meet these requirements and "No" if you are not.	<b>Yes</b>	<b>No</b>
	Is your company able to offer a multi-year installment payment plan? If yes, please provide a summary of the terms that can be refined during contract negotiation.		

**ATTACHMENT B – Sample County Agreement Form (long version)**

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and [Contractor name here], hereinafter called "Contractor";

W I T N E S S E T H:

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

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

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

**Attachment H—HIPAA Business Associate requirements**

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property *(\*\*if the IP Attachment does not apply to this contract then delete this line\*\*)*

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The

County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed [Write out amount], [\$Amount].

#### **4. Term and Termination**

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

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

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

#### **5. Availability of Funds**

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

#### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of:

(A) Injuries to or death of any person, including Contractor, or

(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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### **8. Assignability and Subcontracting**

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

#### **9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(A) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(B) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement,

whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (i) Comprehensive General Liability . . . . . \$1,000,000
- (ii) Motor Vehicle Liability Insurance . . . . . \$1,000,000
- (iii) 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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

**10. Compliance with laws; payment of Permits/Licenses**

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, and will comply with the Business Associate requirements set forth in Attachment “H,” and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

## **11. Non-Discrimination and Other Requirements**

(A) *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

(B) *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

(C) *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 of San Mateo upon request.

(D) *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- i) Termination of this Agreement;
- ii) Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) Liquidated damages of \$2,500 per violation;
- iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

(E) **Compliance with Equal Benefits Ordinance.** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

(F) The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a) which is incorporated herein as if fully set forth.

## **12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

## **13. Retention of Records, Right to Monitor and Audit**

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

(B) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(C) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

## **14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

**In the case of Contractor, to:**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
**Clerk of Said Board**



***[Contractor Name Here]***

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

**ATTACHMENT C – Sample Contractor’s Declaration Form**

**County of San Mateo  
Contractor’s Declaration Form**

**I. CONTRACTOR INFORMATION**

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

**II. EQUAL BENEFITS** (check one or more boxes)

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

*Contractor complies with the County’s Equal Benefits Ordinance by:*

*Offering equal benefits to employees with spouses and employees with domestic partners.*

*Offering a cash equivalent payment to eligible employees in lieu of equal benefits.*

*Contractor does not comply with the County’s Equal Benefits Ordinance.*

*Contractor is exempt from this requirement because:*

*Contractor has no employees, does not provide benefits to employees’ spouses, or the contract is for \$5,000 or less.*

*Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.*

**III. NON-DISCRIMINATION** (check appropriate box)

*Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.*

*No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.*

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

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

Contractor complies with the County's Employee Jury Service Ordinance.

*Contractor does not comply with the County's Employee Jury Service Ordinance.*

*Contractor is exempt from this requirement because:*

*he contract is for \$100,000 or less.*

*Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.*

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title