REQUEST FOR PROPOSALS
FOR PROVIDING MOBILE APPLICATION

County of San Mateo
Date: March 19, 2014

Responses Must be Received by 4:00 p.m. on April 10, 2014
REQUEST FOR PROPOSALS
FOR
PROVIDING MOBILE APPLICATION

Proposals must be submitted to:

Department of Public Works
Attn: Lillian Clark
555 County Center - 5th Floor
Redwood City, CA 94063
info@RecycleWorks.org

By 4:00 P.M. Pacific on
April 10, 2014

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

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

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

TABLE OF CONTENTS .................................................................................................................. 3
SECTION I - GENERAL INFORMATION ......................................................................................... 4
SECTION II - RFP PROCEDURE ...................................................................................................... 5
  A. TENTATIVE SCHEDULE OF EVENTS ...................................................................................... 5
  B. SUBMISSION OF PROPOSALS .............................................................................................. 5
  C. CONFIDENTIALITY OF PROPOSALS ................................................................................... 6
  D. PROPOSAL EVALUATION ...................................................................................................... 6
  E. PROPOSAL RECOMMENDATION .......................................................................................... 7
  F. NOTICE TO PROPOSERS ...................................................................................................... 7
  G. PROTEST PROCESS ............................................................................................................ 8
SECTION III – GENERAL TERMS AND CONDITIONS ................................................................. 8
SECTION IV – SCOPE OF WORK .................................................................................................. 10
SECTION V – PROPOSAL SUBMISSION REQUIREMENTS ......................................................... 13
  A. GENERAL INSTRUCTIONS .................................................................................................. 13
  B. COVER LETTER .................................................................................................................. 13
  C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP.............. 13
  D. TABBING OF SECTIONS .................................................................................................... 13
SECTION VI - ENCLOSURES ........................................................................................................ 17
  ENCLOSURE 1 - CONTRACTOR’S DECLARATION FORM .......................................................... 18
  ENCLOSURE 2 - STANDARD COUNTY AGREEMENT, EXHIBIT A - AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONTRACTOR ................................................................. 20
  ENCLOSURE 3 - HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE REQUIREMENTS ......................................................................................... 27
  ENCLOSURE 4 - ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED .................................................................................................................. 30
  ENCLOSURE 5 - DETAILED FEES ............................................................................................ 31
  ENCLOSURE 6 - CHAPTERS 2.84 AND 2.85 OF THE ORDINANCE CODE OF SAN MATEO COUNTY ............................................................................................................................... 32
SECTION I - GENERAL INFORMATION

STATEMENT OF INTENT
As outlined in more detail in Section IV, below, this Request for Proposals (RFP) seeks a provider for the creation of a Mobile Application that will allow residents of Unincorporated San Mateo County to identify and report non-emergency civic issues, relating to public works, the environment, etc., to the County. The Mobile Application will allow a user to capture a photo or video of the issue, upload it to a service request type in the Application with GPS location information automatically pulled from the mobile device, and then submit to the County. The Application will then route the report to the appropriate County department. Once a report is received by the County, feedback will be provided to the user from the department handling the service request. The target commencement date and term for the proposed services is May 1, 2014 through May 1, 2015 subject to negotiation of a final agreement with the possibility of two, one year extensions.

The County will review proposals from all firms for completeness and accuracy based upon the requirements as specified in this RFP. The County may select the best-qualified firm(s) based on the written proposal and on supporting documentation alone.

The application must include the following features/functionality at a minimum. Refer to the Scope of Work Section IV for additional details:

- Custom widgets
- Foreign language capabilities
- Pictograms for service request types
- Checkboxes or drop down lists for residents to check multiple details on a service request type
- GIS: Ability to upload GIS shape files and ability to overlay GIS layers. Also, detail how your system would capture the margin of error in GPS locations.
- Routing of service requests, and the ability to track service requests in the Unincorporated Areas of San Mateo County
- Handling of inappropriate content or users; ability to create block lists
- Ability to create private or internal service requests

Additionally, the design should incorporate the following concepts:

- Easy and intuitive navigation
- Visually pleasing and engaging for the user
- Quick to load and operate on many platforms or phones

BACKGROUND
The County of San Mateo was incorporated in 1856 and covers 198,178 acres of land, with a jurisdictional area of 19,766 acres. The County includes 20 incorporated Cities. According to the 2010 Census, the unincorporated areas of San Mateo County have a population of 61,222 people. The County’s Illegal Dumping Workgroup has identified the use of new technologies as a tool to better streamline reporting of and response to an increasing problem of illegal dumping in Unincorporated County.

The County has operated multiple hotlines that receive complaints about illegal dumping, with considerable time burdens on staff to effectively route work orders to the correct department/staff. Now, the County seeks a Mobile Application that allows residents to easily report an issue, which would then be automatically routed to the correct department or outside contractors who would manage these types of issues for the County. In
addition, the County hopes to increase transparency of its response to illegal dumping or other complaints via updates on service requests in the Mobile Application.

**THE REQUEST FOR PROPOSALS PROCESS**

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

**SECTION II - RFP PROCEDURE**

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

**A. TENTATIVE SCHEDULE OF EVENTS**

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TARGET DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Release Date</td>
<td>March 19, 2014</td>
</tr>
<tr>
<td>2. Deadline to Submit Written Questions by 4:00 p.m.</td>
<td>March 28, 2014</td>
</tr>
<tr>
<td>3. Release of Responses to Written Questions</td>
<td>April 1, 2014</td>
</tr>
<tr>
<td>4. Proposal Deadline – Proposals Must be RECEIVED by 4:00 p.m. on This Date</td>
<td>April 10, 2014</td>
</tr>
</tbody>
</table>

**B. SUBMISSION OF PROPOSALS**

Proposal: One (1) original, two (2) copies and one (1) electronic copy must be received and date stamped by the Department no later than 4:00 p.m. on Thursday, April 10, 2014 as listed in the TENTATIVE SCHEDULE OF EVENTS above. Proposals should be in the format required in Section V. A., below. There will be no public opening of proposals. All proposals shall be firm offers, and will so be considered by the County, although the County reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The Department reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the Department.
All proposals must be delivered as required by Section V.A, below, to:

Lillian Clark  
County of San Mateo  
Department of Public Works  
555 County Center - 5th Floor  
Redwood City, CA 94063  
Email: info@Recycleworks.org  
Phone: 1-888-442-2666

Upon receipt by the Department, all proposals will be date/time stamped. All proposals received prior to the deadline for proposals will be kept in a secure place.

C. CONFIDENTIALITY OF PROPOSALS

California Government Code Sections 6250 et seq. (the “California Public Records Act” or the “Act”) defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The Department, which is part of the County of San Mateo, is subject to the California Public Records Act.

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

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

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

D. PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended to the Department and/or County management by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. Execution of an agreement has been tentatively scheduled for May 1, 2014.
Responses to this RFP must adhere to the format for proposals detailed in **Section V - PROPOSAL SUBMISSION REQUIREMENTS.** The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

1. Firm qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
3. Customer service
4. History of successfully managing other contracts with public or private agencies
5. Ability to meet any required timelines or other requirements
6. Claims and violations against you or your organization
7. Cost to the County for the primary services described by this RFP
8. Cooperative purchasing options (if any) and cost of possible additional services
9. References
10. Compliance with County RFP & contractual requirements

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

Note that the County reserves the right to evaluate proposals solely based on each vendor's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. The evaluation team will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the County’s best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

The County reserves the right to accept other than the proposals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of the County are served by doing so.

**E. PROPOSAL RECOMMENDATION**

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

**F. NOTICE TO PROPOSERS**

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

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Department of Public Works as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Proposer and the Request for Proposals numbers, and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Director will respond to a protest within ten (10) business days of receiving it, and the Department may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the Director will be final. The protest letter must be sent by facsimile and email to:

Attn: Jim Porter, Director of Public Works
County of San Mateo
555 County Center – 5th Floor, DPW - 155
Redwood City, CA 94063-1665

SECTION III – GENERAL TERMS AND CONDITIONS

1. **Read all Instructions.** Please read the entire RFP and all enclosures before preparing your proposal.

2. **Proposal Includes the RFP.** This RFP constitutes part of each proposal and includes the explanation of the Department’s needs, which must be met.

3. **Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the Department or otherwise reimbursed by the County.

4. **Proposal Becomes County Property.** The RFP and all materials submitted in response to this RFP will become the property of the County.

5. **Questions and Response Process.** Submit all questions relating to this RFP to info@RecycleWorks.org and cc:SStolte@smcgov.org. Subject line: “Proposal – Mobile Application”

   All questions must be received no later than 4:00 p.m. on Friday, March 28, 2014. All questions and answers will be posted on the Department website at www.RecycleWorks.org.

   The Department may respond, at its option, directly to the proposer who submitted the email question with answers via email in addition to posting the proposers questions and answers on the Departments website listed above.

   If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website. It is the responsibility of each proposer to check the website listed above for changes and/or clarifications to the RFP prior to submitting a response, and a proposer’s failure to do so will not provide a ground for protest.

6. **Conducting an Information Conference.** An information conference is a meeting held prior to the RFP deadline to answer questions that the potential contractor might have about the contract and the contract process. Holding this type of meeting is optional. If a meeting is held, attendance should not be mandatory. If departments elect to hold an information conference, minutes need to be written up
and made available to interested parties including potential contractors that were unable to attend the meeting.

7. **Alteration of Terms and Clarifications.** No alteration or variations of the terms of this RFP are valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

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

Modifications or clarifications to the RFP will be posted to the Department website as outlined in Section III.5, above, without divulging the source of the request for same. The Department may, at its discretion, also give electronic notice by email to all parties who have notified the Department of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the Department website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

8. **Selection of Vendor(s).** The selection of a vendor will be memorialized in the form of a “County Agreement with Independent Contractor” (see the sample template at Section VI below), authorized by a resolution of the Director and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County’s waiver of an immaterial deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications if the proposer enters into a contract.

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

9. **Equal Benefits.** With respect to the provision on employee benefits, Contractor/vendor must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse. See Section VI, Enclosure 2 Standard County Agreement.

10. **Jury Duty.** The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy the provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct the from the employee’s regular pay the fees received for jury service. See Section VI, Enclosure 2 Standard County Agreement Enclosure. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) its policy is to comply with the jury duty pay ordinance with respect to any future qualifying employees.
11. **Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry $1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least $1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers’ compensation insurance; if the contractor or its employees maintains a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

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

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

Proposers should submit questions or concerns about the process as outlined in Section III.5, above. The proposer should not otherwise ask any County/Department employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

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

15. **Miscellaneous.** This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County.

16. **Length of Agreement.** The anticipated duration of the agreement will be for approximately one year with the option for two one-year extensions.

**SECTION IV – SCOPE OF WORK**

This section details the desired features and functionality of Mobile Application and Customer Relationship Management (CRM) software. The County plans to implement the Mobile Application in two phases. The **first phase** will be the development of the County-branded Mobile Application and CRM software specifically for reporting of illegal dumping. This is one component of the County’s Illegal Dumping Workgroup ramping up of response to the issue. The County would like the first phase to be completed by end of June 2014, with a fully functional Mobile Application that residents can begin using to report illegal dumping. The **second phase** will
be the integration of the Mobile Application and CRM software with the County’s work order management systems, including Accela, Hansen, and EnvisionConnect. The second phase will also expand the number of widgets and service request types available in the Mobile Application. Given time constraints, the second phase will have a later completion date in December 2014. Please detail in your proposal the work timelines for each phase and whether these timelines could overlap without interfering with the June 2014 implementation of the Mobile Application.

Please be sure to provide details in your proposals for all of the features listed below. Please note that features listed under Section D below (Integration with County’s work order management systems) are for the second phase.

Phase 1 – completion date June 2014

**A. Mobile application (front end for residents/users):**

*Features:*
- Custom widgets – non-service request types, such as information/tweets/calendars/FAQs
- Foreign language capabilities
- Pictograms for service request types
- Specify the maximum number of service request types
- Checkboxes or drop down lists for residents to check multiple details on a service request type
- GIS: Ability to upload GIS shape files and ability to overlay GIS layers. Also, detail how your system would capture the margin of error in GPS locations.
- Ability to track service requests in unincorporated County versus incorporated Cities within County boundaries
- The ability to create reports from the data in an excel file, on a monthly, weekly, or daily basis. All data should be downloaded to an excel file on a weekly basis.

*Routing of service requests:*
- Ability to send automatic emails to appropriate County departments/staff, as well as appropriate Cities, other agencies (e.g., transit agencies), and private companies (e.g., waste haulers) to effectively route service requests.
- Ability to distinguish between public right of way (e.g., roads, sidewalk) and private property. Detail how this functionality would work.
- Ability to provide correct information to residents using the Mobile Application to report service requests that are outside of the County’s jurisdictional area. Detail how this functionality would work.

*Communication with residents:*
- Ability for County staff /outside County contactors to report back on status of service requests to residents
- Ability to standardize email responses for certain request types and for different stages of County response for certain request types
- Ability for residents to track their requests or follow other requests for updates

*Other:*
- Open API
- Specify the maximum number of user accounts for County staff
- Prevention of duplicative requests
- Handling of inappropriate content or users; ability to create block lists
- Ability to create private or internal service requests
- Detail any special provisions for Cities within the County (i.e., basic, free accounts)

**B. Citizen Request Management (CRM) or other back-end software:**

- List all features of your CRM software
- ESRI mapping capabilities; detail the full range of mapping functions
- Ability to apply automatic due dates on the various service request types
- Ability to incorporate multi-step workflows for each service request type
- Automatically export data to Excel files at least monthly, preferably once a week, in order to provide backups of data

**C. Other**

- Provision of trainings for County staff as well as training materials
- Detail any marketing support you would provide
- Profitability of company or amount of investment funds raised to date
- Detail the fee structure, recurring costs, licensing fees, time period of contract in your cost proposal
- Provide a comprehensive list of jurisdictions using versions of your Mobile Application
- Provide on-going support in updating application features and content on an as needed basis.
- Create a work plan and timeline, in consultation with County staff, for the Mobile Application design, implementation and launch, as well as for integration with work order management systems.
- Provide on-going support on an as needed basis.

The application requires complete system documentation, including custom programming if needed. The contractor may also need to provide on-going maintenance. To do this, the contractor or subcontractor should be conversant with the following programs: Accela, Hansen, EnvisionConnect, and work with the existing contractors to integrate the application into our existing systems.

Additional components of the work are the following: ensure that the design and associated elements comply with Section 508 of the Rehabilitation Act of 1973, as well as Americans with Disabilities (ADA) Best Practices for Website Accessibility for state and local governments and the Web Content Accessibility Guidelines developed by the Web Accessibility Initiative, a subgroup of the World Wide Web Consortium (W3C).

**Phase 2 –**

**D. Integration with County’s work order management systems:**

- How can your system be integrated?
- Specify your firm’s abilities to integrate with Accela, Hansen, and EnvisionConnect
- Is bi-directional integration (data is shared back and forth between Mobile Application/CRM software and multiple databases so all are continually up to date) possible?
- Please explain in detail how the systems would be integrated into Accela, Hansen, and Envision Connect. What steps would be taken?
- Who would manage the integration?
- What steps will be taken to decide workflows and review existing systems, and how would the process be managed?
- Explain in detail the procedure around upgrades/updates to the application and/or existing work order management systems and the process for upgrading the integrations with those work order management systems while preserving the functionality of the Mobile Application/CRM.
- Detail the timelines for set up of Mobile Application integrations with our work order management systems.
- The Mobile Application requires complete system documentation, including custom programming. The contractor may also need to provide maintenance. To do this, the contractor should be conversant with the following programs: Accela, Hansen, Envision Connect work with the existing contractor to integrate our databases into CRM.
- Please detail the provision for trainings.

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

The proposal should be submitted in the following format:

A. GENERAL INSTRUCTIONS

All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, or other attachments.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one (1) original, two (2) copies, and one (1) electronic copy as specified in Section 1. B. SUBMISSION OF PROPOSALS. All printing shall be double-sided (duplex).

B. COVER LETTER

Provide a one page cover letter on your letterhead which includes the address, voice and fax numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee’s authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP

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

D. TABBING OF SECTIONS

Be sure your proposal is properly tabbed using the following sections in the following order:
TAB 1 Firm Qualifications and Experience (two (2) page maximum):

a. Provide a statement of qualifications for your organization, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP. You can add additional information into an appendix after Tab 10, such as resumes and an organizational chart.

b. How many full time employees (FTEs) do you plan to assign to this project if you are selected?

c. How many people in total are employed by your company? Please delineate between employees consultants and subcontractors.

d. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information and attach those documents into an appendix after Tab 10.

e. Indicate the firm’s areas of specialty, preferred web host provider that the firm has established a working relationship with, and any new media experience, such as with flash movies, YouTube, podcasts, webinars, and creating blog sites or any other social media.

f. Provide a list of software that your firm has expertise in that can helps to facilitate the integrations.

TAB 2 Proposed Approach:

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

a. Describe how you will fulfill the needs of the Department included in this RFP. Please attach a project plan, if appropriate.

b. Identify how you will meet all other aspects of the scope of work and related requirements listed in Section IV, above, and list any items you cannot provide.

c. Describe the measurements/metrics/deliverables/assessments you will provide on at least an annual basis to allow the Department to assess the services you will provide.

d. Provide information on any other pertinent services, if any, you can offer that will reduce costs or enhance services.

TAB 3 Mobile Application Design/Specific Requirements (Not to exceed 12 pages):

a. Will the Mobile Application be built from existing template or a new design or a combination of both? Please explain the approach and rationale.

b. Will the mobile work across all platforms (iOS version 6 and above and Android)? Please explain the approach and rationale.

c. The County would like to launch the Mobile Application by the end of June, 2014. Are you able to meet this target? If not, please explain the earliest date for the mobile application launch. Please explain how the timeline and schedules will be handled, if delays arise.
d. The County may be interested in having the capability of the Mobile Application in multiple languages, primarily Spanish and Chinese, in addition to English. Would this need to be done simultaneously or could it be done after the initial launch of the English version? Please explain the approach and rationale. Please also specify time requirements.

e. Will you provide workflow assistance for each service request category or widget that is created within the application?

f. Provide a guaranteed response time for corrections and simple changes to the Mobile Application/CRM and information regarding changes of a more substantial magnitude. Our office might occasionally request a statement regarding how long it will take to do something that involves several hours of work.

g. Provide an explanation of methods to adapt the Mobile Application for optimal use on portable electronic devices such as cell phones (both Apple and Android) and pad devices.

h. Please explain in detail the report functions.

i. Please include a response in sequential order for each desired feature/functionality in Section IV SCOPE OF WORK as part of this Section A-C.

j. Provide a proposed idea in one page or less on ways to attract/engage smart phone users in San Mateo County.

TAB 4 Customer Service:

a. How will your services meet the needs of the Department’s customers and/or the public?

b. In the event of a routine problem, who is to be contacted within your organization? Who is responsible for the integrations?

c. In the event of the identification of a problem by the Department, its clients/patients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

TAB 5 Mobile Application Integration, Phase 2:

a. Please include a response to each desired feature/functionality in Section IV SCOPE OF WORK Phase 2. D. as part of this Section.

b. The first step in integration would be to integrate the illegal dumping application information into our existing work order management systems with the hopes that data would be shared, please detail how this process will be conducted and the timeline.

c. If you provide workflow assistance for each new service request category or widget, please detail the time lines for adding new service request categories or widgets into the mobile application and then integrating into our existing work order management systems.

TAB 6 Claims and Violations Against Your Organization:

Please list any current violations or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims or legal action against you.

TAB 7 Detailed Fees (Enclosure 5):

Fees must be detailed according to the format found in Detailed Fees Enclosure 5. A maximum two (2) page proposed budget shall provide the specific hours and costs for each project task and shall delineate the staff responsible for each and whether they will be done in-house or by sub-consultants.
The costs for the site design should incorporate providing a minimum of three (3) unique concepts. All additional costs and contingency must be clearly delineated.

**TAB 8 Cooperative Purchasing and Cost of Possible Additional Services:**

a. Indicate if the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay Area upon their request (Yes/No). Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.

b. List any additional services to the current service plan that you foresee could come up, if any, and list the proposed costs for such services.

**TAB 9 References:**

a. Provide at least three (3) examples of applications that you have designed or optimized for other public agencies, non-profits or environmental organizations. Please include names and phone numbers of these references.

b. Provide a list of more than one company’s or agency’s website that you or your firm has maintained for longer than an 18 month period of time. Please include names and phone numbers of references for these accounts.

c. Provide any other information about the projects completed by your firm that could be of interest in the County’s review of your firm’s qualifications.

**TAB 10 Statement of Compliance with County Contractual Requirements:**

A sample of Enclosure 2 - the County’s standard agreement is enclosed in this RFP. Each proposal must include a statement of the proposer’s commitment and ability to comply with each of the terms of the County’s standard contract, as found in Enclosures 1-6 including but not limited to the following:

- The County non-discrimination policy;
- The County equal employment opportunity requirements;
- County requirements regarding employee benefits;
- The County jury duty ordinance;
- The hold harmless provision;
- County insurance requirements;
- All other provisions of the standard contract.

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

**PLEASE NOTE:** The sample standard contract enclosed in this RFP is a template and does not constitute the final agreement to be prepared for the vendor that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, the Department will work with the selected vendor to draft a vendor-specific contract using the template. However, each proposal should address the general terms of the standard contract as outlined in this section.
SECTION VI - ENCLOSURES

Enclosure 1. Contractor’s Declaration Form
Enclosure 2. Standard County Agreement – Exhibit A: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended
Enclosure 3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements
Enclosure 4. Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended
Enclosure 5. Detailed Fees
Enclosure 6. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County
Enclosure 1 - Contractor’s Declaration Form

I. CONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

II. EQUAL BENEFITS (check one or more boxes)

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

☐ Contractor complies with the County’s Equal Benefits Ordinance by:
  ☐ offering equal benefits to employees with spouses and employees with domestic partners.
  ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.

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

☐ Contractor is exempt from this requirement because:
  ☐ Contractor has no employees, does not provide benefits to employees’ spouses, or the contract is for $5,000 or less.
  ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

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

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

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

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

☐ Contractor complies with the County’s Employee Jury Service Ordinance.

☐ Contractor does not comply with the County’s Employee Jury Service Ordinance.

☐ Contractor is exempt from this requirement because:
  ☐ the contract is for $100,000 or less.
Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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

________________________________            ______________________________
Signature                                                            Name

________________________________            ______________________________
Date                                                                 Title
COUNTY OF SAN MATEO  
AGREEMENT WITH INDEPENDENT CONTRACTOR

Contractor Name and Address (“Contractor”):

Agreement No. ____________________________

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: Department of Public Works

Attention: Lillian Clark

Address: 555 County Center, 5th Floor

City, State, Zip: Redwood City, CA 94063

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

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

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

3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [Write out amount] ($[Amount]).

4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of County employees.

5. **Workers’ Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for
damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

☐ Comprehensive General Liability $1,000,000 (applies to all agreements)
☐ Motor Vehicle Liability Insurance $1,000,000 (to be checked if motor vehicle used in performing services)
☐ Professional Liability $1,000,000 (to be checked if Contractor is a licensed professional)

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

8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County’s operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor’s possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically give County the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The County Purchasing Agent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor’s own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **Non-Discrimination.** No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information. Contractor shall ensure full compliance with federal, state, and local laws, directives, and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. Contractor shall comply fully with the non-discrimination requirements of 41 CFR 60-741.5 (a), which is incorporated herein as if fully, set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of $2,500 per violation; and/or iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract. This paragraph applies only to contractors who are providing services to members of the public under this Agreement.

13. **Equal Benefits.** With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- □ Contractor complies with Chapter 2.84 by:
  - □ offering the same benefits to its employees with spouses and its employees with domestic partners.
  - □ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor’s cost of providing the benefit to an employee with a spouse.
- □ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees’ spouses.
 Contractor does not comply with Chapter 2.84, and a waiver must be sought.

14. **History of Discrimination.** Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

☐ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

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

16. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** One of the following responses must be selected by the Department. Is the Contractor a Business Associate?  ☐ Yes  ☐ No  
If “Yes” is checked, then the following requirements apply and Enclosure 3 must be included: Contractor shall perform all services in accordance with HIPAA and the Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Enclosure 3.

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

18. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this 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. 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 County Purchasing Agent. 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 this Agreement shall prevail. This Agreement constitutes the entire Agreement between County and Contractor. Further, liability referenced to in Section 6 is limited to Contractor’s negligence during Contractor’s performance under this Agreement.

19. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.
20. **Jury Duty Requirements.** Contractor agrees that if this Agreement is amended to a total value exceeding one hundred thousand dollars ($100,000.00), Contractor shall comply with Chapter 2.85 of the County’s Ordinance Code.

21. **Electronic Signature.** If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

   For County:  □ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

   For Contractor: □ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.**

   – Signatures Follow on Next Page –

   For Contractor:

   

   Contractor Signature ___________________________ Date ___________________________ Contractor Name (please print) ___________________________

   For County:

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

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

   Contract Requestor Title (please print) ___________________________

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

   (Department Head or Designee) County of San Mateo
Purchasing Agent Title (please print)

Budget Unit

Distribution: 1 copy to each: Purchasing Agent, Controller, and Contractor
(Revised 7/26/13)
Exhibit A - Agreement between the County of San Mateo and [Contractor Name]

1. Description of Services to be Performed by Contractor

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

[insert text]

2. **Amount and Method of Payment**

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

[insert text]
Enclosure 3 - Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

a. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

b. **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

c. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

e. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.

f. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.

g. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

h. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

i. **Security Rule.** "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR

a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.

e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designated by County.

Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.

Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.

Contractor shall makes its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.

b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.

c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSABLE REQUESTS BY COUNTY
County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

**DUTIES UPON TERMINATION OF AGREEMENT**

a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible; Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protection Health Information.

**MISCELLANEOUS**

a. Regulatory References. A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

c. Survival. The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.

d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Contractor.
Enclosure 4 - Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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

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

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

Name of 504 Person: ____________________________

Name of Contractor(s): ____________________________

Street Address or P.O. Box: ____________________________

City, State, Zip Code: ____________________________

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

Signature: ____________________________

Title of Authorized Official: ____________________________

Date: ____________________________

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."
Enclosure 5 - Detailed Fees

Amount and Method of Payment

A. Costs for Mobile Application/CRM design, branding, designing workflows and implementation for San Mateo County.
   $________________________
   This includes:______________________________________________________________________

B. Costs for integration of Mobile Application/CRM with County work order management systems (Accela, Hansen, EnvisionConnect).
   $___________________________
   This includes:_______________________________________________________________________

C. Contractor fees: Costs for a one year contract term with the option for two one-year extensions for ongoing routine maintenance and updates as needed, programming, and creative application design costs.
   $____________________________
   This includes:_______________________________________________________________________

<table>
<thead>
<tr>
<th>Description</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly rate for Maintenance and Support</td>
<td>$________</td>
</tr>
<tr>
<td>Hourly rate for on Site Trainings</td>
<td>$________</td>
</tr>
<tr>
<td>Any additional Fees (i.e. license)</td>
<td>$________</td>
</tr>
<tr>
<td>Any additional fees include:</td>
<td></td>
</tr>
</tbody>
</table>

D. Limitations and payment withholding
   The total payment of services to the County shall not exceed (to be determined). The County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

E. Services provided by Contractor pursuant to this Agreement are billable monthly and are to be itemized by projects. Detailed backup data should be available as requested.

F. Payment will be made by the County within thirty days of receipt of a written itemized invoice by the Public Works Accounting Department.

G. Contractor’s invoice shall include the Agreement number.
Chapter 2.84 - CONTRACTS-EQUAL BENEFITS

Sections:

2.84.010 - Definitions.

2.84.020 - Discrimination in the provision of benefits prohibited.

2.84.030 - Application of chapter.

2.84.040 - Powers and duties of the County Manager.

2.84.050 - Date of application.

2.84.010 - Definitions.

For the purposes of this chapter:

(a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of $5,000.

(b) "Contractor" means a party who enters into a contract with the County.

(c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.

(d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

(e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. 4324, 08/15/06)

2.84.020 - Discrimination in the provision of benefits prohibited.

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:
1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.

2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;

2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;

4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement.

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

(Ord. 4324, 08/15/06)

2.84.030 - Application of chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur: (a) within the County; (b) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.
(Ord. 4324, 08/15/06)

**2.84.040 - Powers and duties of the County Manager.**

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;

(b) Receive notification from employees of contractors regarding violations of this chapter;

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years,

2. Contractual remedies, including, but not limited to termination of contract, and

3. Liquidated damages in the amount of $2,500;

(d) Examine contractors' benefit programs covered by this chapter;

(e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

(f) Allow for remedial action after a finding of noncompliance, as specified by rule;

(g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

**2.84.050 - Date of application.**

The provisions of this chapter shall apply to any contract awarded or amended on or after July 1, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

(Ord. 4324, 08/15/06)

**Chapter 2.85 - CONTRACTOR EMPLOYEE JURY SERVICE**

Sections:

- **2.85.010 - Definitions.**
- **2.85.020 - Contractor jury service policy.**
- **2.85.030 - Powers and duties of the County Manager.**
- **2.85.040 - Date of application.**

**2.85.010 - Definitions.**
For the purposes of this chapter:

(a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.

(b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of $100,000 or more.

(c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.

(d) "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

(e) "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time.

(Ord. 4324, 08/15/06)

2.85.020 - Contractor jury service policy.

(a) A contractor shall 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 employee’s deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees’ regular pay the fees received for jury service.

(b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

(c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;

2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;

4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement.

(d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.

(e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
(f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter.

(Ord. 4324, 08/15/06)

2.85.030 - Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;

(b) Receive notification from employees of contractors regarding violations of this chapter;

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and

2. Contractual remedies, including, but not limited to termination of contract.

(d) Impose other appropriate contractual sanctions for violations of this chapter;

(e) Allow for remedial action after a finding of noncompliance;

(f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

2.85.040 - Date of application.

The provisions of this chapter shall apply to any contract awarded or amended on or after September 1, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

(Ord. 4324, 08/15/06)