

SAN MATEO COUNTY
SHERIFF'S OFFICE

REQUEST FOR PROPOSALS
FOR
PUBLIC NOTIFICATION SYSTEM

Proposals must be submitted to:

San Mateo County Sheriff's Office
Deputy David Wozniak
400 County Center, 3rd Floor
Redwood City, California 94063

By 4:00 PM
March 8, 2010

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Deputy Sheriff David Wozniak
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Monday, March 8, 2010

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

General Provisions Regarding Public Nature of Proposals. Government Code Section 6250 et. seq., the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Record Act provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

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

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

I. INTRODUCTION

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

B. Purpose:

This Request for Proposals (RFP) has been developed to assist the County of San Mateo in the identification and evaluation of public companies offering public notification systems. The County desires to establish an agreement that will assist the San Mateo County Sheriff's Area Office of Emergency Services (OES) to notify members of the public about impending emergencies. Such a system will also be used to notify public employees at the county and municipal level of necessary emergency mandates.

The objective of this RFP is to provide sufficient information for qualified vendor services companies to submit written proposals. The County will conduct an evaluation of the responses. The information will be evaluated and a determination made which will result in the selection of the most qualified vendor to provide service to the County.

Written proposals should include itemized pricing for a contract for three (3) years with two (2) optional one (1) year extensions.

C. Background

San Mateo County is one of 58 California counties and one of nine counties in the San Francisco Bay Area. The County is located on a peninsula that is flanked by the Pacific Ocean on the west, the San Francisco Bay on the east, the City and County of San Francisco to the north, and the counties of Santa Clara and Santa Cruz to the south.

San Mateo County currently has a public notification system and is interested in exploring new technologies since the last RFP was issued.

The ideal notification system would allow San Mateo County to send recorded voice messages to be broadcast to landline and cellular telephones. The target end user is first responders, residents and business located within San Mateo County.

D. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all County personnel are specifically directed not to hold meetings, conferences, technical discussions, or communications of any kind with any applicant for purposes of responding to this RFP. Any attempt by an applicant, or agent thereof, to contact County personnel or a member of the Proposal Review Committee regarding the proposal

process may be considered tampering and may result in the applicant being disqualified from entering into any contract that may result from this RFP.

- E. The County may modify the RFP prior to the fixed date for submission of proposals by issuance of an addendum to all parties who have received the RFP. The RFP and all addendums will be posted on the sheriff's web site at www.smcsheriff.com.

II. SCOPE OF WORK AND SPECIFICATIONS

A. Project Summary

San Mateo County is accepting proposals from qualified firms to provide an off site robust, interactive, reliable, high-speed emergency notification system to be used for local and regional emergency response.

The system must be capable of efficiently sending voice notifications to thousands of first responders, residents and businesses prior to, during and after a crisis or emergency. The system must be available to initiate and deliver notification 24 hours a day, 7 days a week, 365 days a year.

The system shall be able to perform notifications based on a non-geographical as well as a geographical area using an interactive geographic information system (GIS) interface.

The system should be able to be accessed from any computer with internet access with no additional software downloads required to activate and navigate through the system. Robust security controls should be in place to prevent unauthorized access.

All hardware associated with such notification system shall be located off site, with built in redundancy and emergency power.

- B. The services to be delivered are described in Attachment A: Scope of Work. However, Proposers are not discouraged from proposing additional services or services different in kind than those contained in Attachment A with a discussion of how the greater or different services proposed would improve the program.
- C. The proposer shall accept full responsibility for a complete and operational system. The County shall approve and accept ALL portions of a new system before signing off for payment.
- D. The proposer shall review all of the terms of the County form contract included as Attachment B, be able to complete the County declaration form included as Attachment C and complete Section 504 of the

Rehabilitation Act of 1973 included as attachment D. If the proposer cannot agree to each term but still wishes to respond to the RFP, the proposer must specifically identify in its proposal the terms, with which it cannot comply.

E. Population to be served

San Mateo County is a county located in the San Francisco Bay Area of California. It covers most of the San Francisco Peninsula just south of San Francisco, and north of Santa Clara County.

The population within San Mateo County is approximately 750,000 and covers approximately 741 square miles.

F. Contract Term and Renewal Language

Written proposals will be for a contract period of three (3) years with two (2) optional one (1) year extensions.

III. PROPOSAL CONTENTS

A. To be eligible for evaluation, proposers shall adhere strictly to the format set forth below. Each of the required sections identified must be addressed and must be specifically labeled.

The content and sequence of the proposal will be as follows:

Section	Title
1	Cover Letter
2	Table of Contents
3	Program Summary
4	Financial Summary
5	History
6	Proof of Insurance
7	References
8	Board Authorization

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

1. Cover Letter: Proposer shall identify the firm's name that will be providing the services offered in the proposal. The name, address, telephone number, facsimile number and e-mail address of a principal contact for information regarding the proposal shall be supplied.
2. Table of Contents: Immediately following the Cover Letter, provide a comprehensive Table of Contents of the material included in the proposal. The Table of Contents must clearly identify the proposal sections and the applicable page numbers.
3. Program Summary:
 - a. Service Description - Describe the overall services you intend to provide consistent with Attachment A.
 - b. Staffing - Describe proposed staff and their duties, including disciplines and degrees, as appropriate. Describe training and experience of staff to ensure client needs will be addressed. Identify the person who will be overseeing the County account. Provide the level of education, background and experience that this person has.
 - c. Work Plan and Timelines - Describe work plan, including timeline for the implementation of services. Demonstrate the capacity to implement the program by April 30, 2010.
 - d. Describe start-up requirements and the lead-time necessary to begin providing services.
4. Financial Summary
Prepare a narrative of how your company plans to support this system from implementation to ongoing technical support and customization. Provide a budget and any other relevant expenditures throughout the life of the contract.
5. History
Organizational Background - Describe the agency's history, mission, programs, and services it provides; administrative structure; and experience in providing similar services. With the history include length of time in business, and any experience working with public agencies. Describe how this program will fit into your overall organization. Attach an organizational chart.

6. **Proof of Insurance**
Attach insurance certificates indicating liability insurance of a minimum of \$1,000,000 for each of the following: comprehensive general, motor vehicle, professional, and worker's compensation.
7. **References**
Include a minimum of five references of other government agencies currently using the proposed system. Include the name, mailing address, contact person and phone number for each reference.
8. **Board Authorization**
The proposal must be signed by an officer of the company with the authority to enter into contracts on behalf of the company.

B. Proposal Format

Proposals must be submitted in paper format.

1.
 - a. All proposals should be typewritten; have consecutively numbered pages; include any exhibits, charts, or other attachments; and be securely bound. No facsimiled or telephone proposals will be accepted. All proposals must be duplexed.
 - b. Proposal must be signed by the proposer. An unsigned proposal may be rejected. A proposal may be signed by any authorized agency representative of the applicant as described in paragraph III.8.
 - c. Submit one (1) original and six (6) copies of the complete proposal and one (1) electronic copy on a CD.
 - d. Submit the original proposal and all copies, including the CD, in a sealed package clearly indicating the title of this RFP in the upper left hand corner. Include name and address of the proposer.

2. Proposals, must be received by Monday, March 8, 2010, by 4:00 PM.

a. Address or deliver proposals to:

San Mateo County Sheriff's Office
Deputy David Wozniak
400 County Center, 3rd Floor
Redwood City, California 94063.

IV. PROPOSAL PROCESS

A. Schedule of Events

EVENT	DATE
Release of RFP	January 18, 2010
Deadline for Written Questions	February 1, 2010
Proposers' Conference	February 9, 2010
Release Responses to Written Questions	February 23, 2010
Proposal Due Date and Time	March 8, 2010
Review of Proposals*	By March 22, 2010
Announcement of Recommendation by (Name and Title)	March 22, 2010
Protest Deadline	March 29, 2010
Contract Negotiations	March 22, 2010
Anticipated Contract Start Date	April 30, 2010

*A demonstration of product may be requested of submitted proposal prior to announcement date. This can be done in person or as a web based demo.

B. Submittal of Questions

Proposers requiring clarification of the intent or content of this RFP, or of the competitive proposal process, may request clarification by submitting written questions no later than February 1, 2010, at 4:00 PM:

Sheriff's Office
Deputy David Wozniak
400 County Center, 3rd Floor
Redwood City, California 94063
E-Mail: dwozniak@co.sanmateo.ca.us

All questions received by February 1, 2010, must be in writing. Questions asked at the conference will be answered at the conference. All questions received prior to and on the day of the conference will be published to all known vendors who received the RFP and will be posted on the Sheriff's website at www.smcsheriff.com

The County may choose to provide additional information following the Non-mandatory Proposers' Conference. The County is responsible only

for what is expressly stated in this RFP and any authorized written addenda thereto. The County is not responsible for and shall not be bound by any non-authorized person acting or purporting to act on its behalf.

C. Non-mandatory Proposers' Conference

All interested parties are invited to participate in the Non-mandatory Proposer's Conference. This conference is scheduled for Tuesday, February 9, 2010, from 2:00 PM to 4:00 PM at the San Mateo County Office of Emergency Services, 555 County Center, Suite 413, Redwood City, California 94063.

D. Submission of Proposal

1. All proposals submitted in response to this RFP shall become the exclusive property of San Mateo County.
2. The proposal shall be used to determine the proposer's ability to render 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 at the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a successful contractor, if any.
3. All proposals must remain valid for a period of not less than one hundred eighty (180) days from the closing date for submission.

V. PROPOSAL SELECTION PROCESS AND EVALUATION

A. RFP Due Date

4:00 PM, Monday, March 8, 2010.

B. Additional Information

If the County determines, in its sole discretion, that additional information is required or desirable beyond that provided in the proposal(s) of any of the proposer(s), County shall invite the proposer(s) to make oral and/or written presentations to the Evaluation Committee.

C. Late Proposals

Any proposals delivered after 4 p.m. on Monday, March 8, 2010, shall be rejected by the County as not meeting the requirements of this RFP.

D. Rejection of Proposals

1. The County may reject all proposals not meeting the minimum requirements of this RFP.
2. The County reserves the right to reject any and all proposals.
3. The County reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County. The County's waiver of an immaterial requirement shall not excuse the proposer from full compliance with remaining requirements and the contents of its proposal in the event it is awarded the contract.

E. Evaluation Committee

The evaluation of proposals will be made by an Evaluation Committee selected by Lieutenant Ed Barberini and approved by the Sheriff of San Mateo County. The Evaluation Committee will evaluate proposals and the qualifications of proposers submitting proposals. The evaluation criteria that the Evaluation Committee will use shall include those listed in Section V., PROPOSAL SELECTION PROCESS AND EVALUATION; paragraph F, Evaluation Criteria. The Evaluation Committee will submit to Lieutenant Barberini the results of the committee's evaluation together with their recommendations. Lieutenant Barberini will recommend a proposal and applicant to the Sheriff who shall give final approval to enter into contract negotiations. All contracts over \$100,000 must be approved by the Board of Supervisors.

F. Evaluation Criteria

1. History and Structure of Proposer
 - a. Personnel: How long have key personnel been involved in similar work?
 - b. Experience: How long has the proposer been involved in providing these systems? What is the proposer's track record in contract compliance, including accounting and record-keeping requirements? In implementing new projects? Does the proposer have history of successfully managing contracts with public or private agencies?

2. Quality/Program Evaluation
 - a. Does the proposer have a current Quality Assurance Plan? How does the proposer evaluate the quality of its program?
 - b. Does the proposer have an contingency emergency plan?
3. Implementation Plan/Timeline
 - a. Does the proposal provide enough specificity to support detailed implementation?
4. Budget
 - a. What is the total net cost to the County?
 - b. Proposer shall provide an itemized cost proposal for all costs, this will include each of the three years and each of the two optional years.
5. References

G. Errors or Changes in the Proposal

If errors are found in a proposal, the County may reject the proposal; however, the County may, in its sole discretion, correct arithmetic and/or transposition errors. The proposer will be informed of the errors and corrections.

If an item is described in the narrative and omitted from the cost data, the proposal will be interpreted to mean that the proposer will provide the item at no cost.

Clarification of and changes in proposals prior to contract award are permissible provided that each proposer is treated fairly and equally.

H. Low – Cost Proposal

The County reserves the right to accept other than the lowest price when the best interests of the County are served by doing so.

I. Local Preference

The County reserves the right to give preference to a San Mateo County based vendor if deemed in the best interest of the County.

J. Notification

Notification of the announcement of standing will be done by facsimile transmission and by e-mail. Please include both in your proposal.

K. Protest Process

A proposer may submit a written protest to Lieutenant Ed Barberini. Such written protest must be submitted within five (5) days after receipt of the Notification of Standing informing the proposer that their proposal was not selected. The protest must be in writing.

Lieutenant Ed Barberini will respond to the protest within ten (10) working days of receipt of the written protest. The Sheriff (or his designee) may establish a meeting with the proposer in order to discuss the protest. The decision of the Sheriff (or his designee) as to the selection of the contractor, with which contract negotiations will commence, is final.

L. Inability to Negotiate an Agreement

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

Attachment A

A. Scope of Work

Provide a robust, interactive, reliable, high-speed notification system that can send notifications to thousands of recipients. The system must be capable of being configured to send notifications to thousands of contacts including first responders, staff and residents of San Mateo County.

Using the Response Codes below please indicate if your system meets the system requirements listed in the table in this section. Provide an explanation for each of the requirements.

Response Code	Definition
1: Meets Requirement	The requirement will be met by the core functionality of the system proposed. This functionality is already operational at other sites.
2: Under Development	Requirement will be met by software that is currently under development, in beta test, or not yet released. Provide target release date.
3: Minor Modification	Requirement will be met with minor modifications to existing software. All work will be performed by the vendor and pricing must be included. This work must be noted in the project plan and schedule.
4: Major Customization	Requirement will be met by major modifications to existing software or by new custom software development. All work will be performed by the vendor and any additional costs must be noted
5: Not Available	Vendor cannot meet requirement.

System Requirements:

Req. No.	Requirement	Code	Comments / Explanation
6.1. General Requirements			
6.1.0.	<p>The system must be designed specifically for emergency notification.</p> <p>The system must be designed so that:</p> <ol style="list-style-type: none"> 1. No hardware or software is required beyond existing PC workstations with Microsoft OS Windows 2000 and all later MS OS and with Microsoft Internet Explorer 7.0 or later. 2. Set up is fast and easy 3. Upgrades and enhancements are provided seamlessly at no additional cost. 4. Separate installation of software and hardware is not required for each customer. 5. Database capacity and phone ports are not purchased by the customer and usage and performance are managed by the vendor. 6. The vendor maintains all infrastructure aspects of the system. (Customer is responsible for contact data management). 7. There are no limits to the number of users who simultaneously access the system 8. There are no limits to the number of administrators who can simultaneously access the system. 9. There must not be any 'fail-over' time when the San Mateo County would be unable to access the notification system if a data center becomes unavailable. 		
6.1.1	The system must have the capability to initiate AT LEAST 50,000, 30-second local or long-distance voice messages per hour.		
6.1.2	The system vendor must sign a Service Level Agreement (SLA) directly with San Mateo County assigning dedicated vendor resources. Service Level Agreements between San Mateo County and Vendor will include metrics for response time and message delivery. Provide a copy of your standard SLA. Vendor SLA with third-party vendor infrastructure providers will not be considered an acceptable substitute.		

Req. No.	Requirement	Code	Comments / Explanation
6.1.3.	The system must have the ability to send multiple notifications at the same time to the same or different recipients.		
6.1.4.	The system must be scalable to accommodate additional recipients' contact information on-demand.		
6.1.5.	The system must have the ability to prioritize <i>emergency</i> notifications over <i>standard</i> notifications in the message delivery queue.		
6.1.6.	San Mateo County must be able to publish a self-registration web page for resident opt-in and opt-out. This page should include a way for residents to add cellular telephone numbers to the data base.		
6.1.7.	All business and resident data collected in the system shall remain the property of San Mateo County and the system shall have a way to export such data.		
6.1.8.	Ability to support at least six (6) different communication path types per recipient, including all voice path types, email, text message, fax, pager, and instant message.		
6.1.9.	The system must have the ability to initiate and deliver notifications 24x7x365 with AT LEAST 99.99% availability. Describe how your system is configured for 24x7x365 availability.		
6.1.10.	Vendor must maintain multiple instances of the application running in geographically dispersed data centers. Provide a list of locations and the type of services provided at each data center.		
6.1.11.	Data centers must be in an "active-active" configuration mode so that if the application fails in one location, the application seamlessly directs users to a different active site. There may not exist any single point of failure within the Vendor's infrastructure. Vendor must demonstrate a data center failure and recovery to be considered.		
6.1.12.	<p>Please provide information about the system failure recovery process:</p> <ul style="list-style-type: none"> • What is the location of the primary data site? • What is the location of the secondary data site? • Are there more than two data sites? • What is the recovery process after a site failure? • If your system uses a failover configuration or standby, is there any network or telephone capacity loss and what is it? • Provide the capacity limitations of both the primary data site and the secondary data site. • If the system fails over, what steps are required on the customer side to continue or 		

Req. No.	Requirement	Code	Comments / Explanation
	<p>initiate new notifications?</p> <ul style="list-style-type: none"> • If the event of a primary system fail over, what is the maximum number of seconds before the end user will have normal access to the system? • Please describe the failure restoration process from the backup site to the main site? 		
6.1.13.	<p>All system components must be redundant and reside in multiple data centers including:</p> <ul style="list-style-type: none"> ▪ Application database ▪ Application servers ▪ Web servers ▪ Telephony servers <p>List all data centers and system components in each data center, along with capacity as a percentage of the capacity of the primary data center.</p>		
6.1.14.	<p>Are the data centers co-located at the telecommunications point of presence? If not, please explain.</p>		
6.1.15.	<p>Vendor must agree to provide notification and suitable training prior to any software or user interface upgrades or changes.</p> <p>How many days prior will vendor provide such notification?</p>		
6.1.16.	<p>The system must be in place with at least 5 government entities within the last 12 months. Please describe any failures you have experienced in the last 12 months.</p>		
6.1.17.	<p>The system must run on a robust, high transaction volume database (e.g., Oracle) that can handle large volumes of data used for transmissions of notifications during an emergency.</p>		
6.1.18.	<p>The system must run on most currently used PC configurations (e.g., Windows 2000, XP, Vista) and with currently used browsers, including Internet Explorer, Apple Safari, and Mozilla Firefox. Describe the minimum requirements for existing PC workstations to access the notification system.</p>		
6.1.19.	<p>Accessibility for launching a notification using a BlackBerry, Iphone, Palm Treo, or Windows Mobile device.</p>		
6.1.20.	<p>The vendor must have the ability to configure the application and be ready for testing by the end user within fifteen (15) days after agreement has been executed and received by the vendor.</p>		

Req. No.	Requirement	Code	Comments / Explanation
6.1.21	The system shall have a full warranty throughout the entire length of the contract.		
6.1.22	The County will provide the necessary internet connections and computers for our use as part of the proposed system. Is there any other computer related hardware or software needed by the County for your system?		
6.2. Recipients & Contact Information Management			
6.2.1.	The system must have the ability to add or edit recipient and contact information directly within the system.		
6.2.2.	The system must have the ability to import all or some contact information from an existing database through a regularly scheduled process (e.g., PeopleSoft/Oracle HR, BCP Software). This process should be provided through a web services API using a standards-based SOA (service-oriented architecture).		
6.2.3.	The system must have the ability to add or change all or some contact data through an imported file in .csv format.		
6.2.4.	The ability to send a notification to a list of recipients from a spreadsheet or a database output file "on-the-fly" without storing the recipient's contact information in the database.		
6.2.5.	The system must have the ability to export existing recipient and contact information to Excel or a csv file.		
6.2.6.	The system must have the ability to maintain privacy of all contact information through access control where only administrators with appropriate rights can view or update recipient and contact information.		
6.2.7.	The system must have the ability to allow selected recipients to add or modify their individual contact information.		
6.3. Contact Devices			
6.3.1.	The system must have the ability to notify recipients via: <ol style="list-style-type: none"> 1. Phone (landline, mobile, satellite) 2. BlackBerry 3. PDA 4. 1-way and 2-way SMS text message 5. 1-way and 2-way international SMS text message 6. Instant message 7. Email 		

Req. No.	Requirement	Code	Comments / Explanation
	<p>8. Fax</p> <p>9. TDD / TTY</p> <p>Please note any exceptions to the above.</p>		
6.3.2.	The system must have the ability to send native SMS text messages in the US or internationally using both SMS over SMPP and SMS over SMTP.		
6.3.3.	The system must have the ability to receive confirmations on all of the contact devices and or persons listed above in 6.3.1		
6.3.4.	The system must have the ability to store and use at least six (6) different contact numbers / addresses for each recipient.		
6.3.5.	The system must have the ability to sequence the contact devices/paths so that a recipient's devices are attempted in a prescribed order.		
6.3.6.	The system must have the ability for an administrator to set the default order of devices used to notify recipients, but also allow users to override the order if they have appropriate rights to do so.		
6.3.7.	When recipients are allowed to enter their own data, they should have the ability to mark their contact information private so that it cannot be viewed by anyone, including system administrators.		
6.3.8.	The system must have the ability to notify those with special needs through TDD/TTY.		
6.3.9.	Either globally, or on a message by message basis, the system must have the ability to allow the notification initiator to customize the telephone number displayed (caller ID) for voice notifications and the email addresses for text notifications.		
6.3.10.	The system must have the ability to override call-blocking.		
6.4. Group/Team/Organization Administration			
6.4.1.	The system must have the ability to create groupings of recipients. For example, by team, department, or division.		
6.4.2.	The system must have the ability to create hierarchical groupings so that groups include up to ten (10) levels of sub-groups in order to appropriately reflect an organization's structure.		
6.4.3.	The system must have the ability for a recipient to be a member of any number of groups.		

Req. No.	Requirement	Code	Comments / Explanation
6.4.4.	The system must have the ability to identify one or more “group leaders” for any particular group.		
6.4.5.	The system must have the ability to restrict visibility of group leaders to their groups’ member and notification information. Allow group leaders full control to add or change recipient information and to send notifications to those recipients.		
6.4.6.	The system must have the ability to allow group leaders full control to add or change recipient information and to send notifications to all sub-groups of their groups.		
6.4.7.	The system must have the ability to assign multiple administrators complete access to all functions and user data.		
6.4.8.	In addition to having the ability to create groups within an organization, the ability to set up an organizational hierarchy where the administrators of the primary organization can view and send notifications to all secondary organizations and their groups and recipients.		
6.5. Initiating a Notification			
6.5.1.	The system must have the ability to initiate a notification on any PC with a browser through a secure SSL website.		
6.5.2.	The system must have the ability to initiate a notification 24x7x365 via an automated telephone system / IVR (Interactive Voice Response) system where callers are guided through the process of sending a notification through a series of telephone key-presses.		
6.5.3.	Vendor must provide 24x7x365 message initiation assistance with dedicated live operators via a toll-free number.		
6.5.4.	Accessibility for launching a notification using a BlackBerry, Iphone, Palm Treo, or Windows Mobile device.		
6.5.5.	The system must have the ability to initiate a notification directly from another application through an API so that recipient data can be maintained in another system and notifications can be initiated directly from another application. This process should be provided		

Req. No.	Requirement	Code	Comments / Explanation
	through a web-services API using a standards-based SOA (service-oriented architecture). In addition to initiating the notification, the API should also handle cancellation and status reporting of the notification.		
6.6. Selecting Recipients for a Notification			
6.6.1.	The system must have the ability to send a single notification to combinations of individual recipients and pre-defined groups of recipients where each individual recipient within the group has their own information.		
6.6.2.	The system must have the ability to set up user-defined fields in the profiles of notification recipients. The system must have the ability to select notification recipients based on <u>user-defined</u> fields (e.g., to send the notification to recipients in a particular location or with a particular skill).		
6.6.3.	Not only must the system be able to select recipients in a geographic location, it must have the ability to exclude recipients via a data base that can be searched via phone number, address and/or name.		
6.7. Creating Messages			
6.7.1.	The system must have the ability to record a message directly from a message-creation page using a telephone.		
6.7.2.	The system must have the ability to record messages in multiple languages and the end user can select what language they wish to hear the message in.		
6.7.3.	The system must have the ability to send both a recorded message and a text message in a single notification to all recipients for delivery to appropriate devices.		
6.7.4.	The system must have the ability to select a file containing a recorded message for inclusion in a notification.		
6.7.5.	The ability to send recorded messages for delivery. The ability to enter a message in text and have it converted to speech (i.e., “text-to-speech” conversion) is desired.		
6.7.6.	The system must have the ability to create and save pre-recorded voice and text messages for later use in notifications.		
6.7.7.	The system must have the ability to attach and send documents to a text-based device.		

Req. No.	Requirement	Code	Comments / Explanation
6.7.8.	The system must have the ability to provide a library of message maps to incorporate into notifications. Please list available message libraries and number of available maps for each: (e.g. pandemics, earthquakes, hurricanes, etc.)		
6.8. Notification Delivery Features			
6.8.1.	The system must have the ability to request as many redial attempts as required, varying by notification.		
6.8.2.	The system must have the ability to require a confirmation (or not).		
6.8.3.	The system must have the ability to require recipients to enter a PIN to authenticate their identity before a message is delivered.		
6.8.4.	The system must have the ability to set up recurring notifications.		
6.8.5.	The system must have the ability to escalate notifications when the intended recipient has not confirmed receipt of a notification .		
6.8.6.	The system must have a “one-click” capability to re-send a notification to only those who did not respond to the original notification.		
6.8.7.	The system must have the ability to select a subset of the available device types for delivery of a particular notification.		
6.8.8.	The system must have the ability to schedule any type of notification to be sent at a future date and time.		
6.8.9.	The system must have the ability to pre-determine the duration of the notification (i.e., the length of time for which deliveries will be attempted).		
6.8.10.	The system must have the ability to select the number of delivery attempts through all recipient paths.		
6.8.11.	The system must have the ability to distinguish when a live recipient is reached vs. when an answering machine or voicemail has been reached on voice-delivered devices.		
6.8.12.	The system must have the ability to leave a message when a voice-delivered message reaches an answering machine or voicemail.		
6.8.13.	The system must have the ability to tailor the message for live-delivery vs. machine delivery (e.g., to provide a toll-free call-in number to respond to machine-delivered notifications).		

Req. No.	Requirement	Code	Comments / Explanation
6.8.14.	The system must have the ability to allow recipients to confirm a notification via a key press on voice-delivery devices such as telephones.		
6.8.15.	Message recipients must be able to confirm a notification via email or text message.		
6.8.16.	The system must have the ability to respond to a pager-delivered notification via a toll-free number provided in the pager message.		
6.8.17.	The ability to automatically publish recent notification messages for the public to reference via a web page.		
6.9. Polling Notifications			
6.9.1.	The system must have the ability to send "polling" notifications where a recipient is asked to respond to a question or series of questions.		
6.9.2.	The system must have the ability to record or convert text-entered polling responses to speech. For example, if the possible responses are 1 o'clock, 2 o'clock, or 3 o'clock, these responses can be recorded or entered in text that is converted to speech.		
6.9.3.	The system must have the ability to request and collect additional numeric information from notification recipients during the polling process (e.g., dates, phone numbers, times, other numeric information)		
6.10. Call-In Notification			
6.10.1.	The system must have the ability to record a message which intended recipients can access by calling a toll-free number.		
6.10.2.	The system must have the ability to access a customized call tree for callers to navigate pre-determined options to retrieve posted messages.		
6.11. Conference Notification			
6.11.1.	The system must have the ability to automatically transfer notification recipients directly into a live conference bridge without requiring them to dial an additional phone number or an access code.		
6.11.2.	The system must have the ability to allow notification recipients to automatically join a conference call.		

Req. No.	Requirement	Code	Comments / Explanation
6.11.3.	The system must have the ability to provide the recipient with the phone number and access code for the conference bridge via e-mail or text message when a conference notification is delivered to a text device or through e-mail.		
6.12. Quota Notifications			
6.12.1.	The system must have the ability to set up "quota notifications" that end after a pre-determined number of confirmations are received.		
6.12.2.	The system must have the ability to automatically contact those who confirm after the quota is reached to inform them that they are no longer needed.		
6.13. Scenarios			
6.13.1.	The system must have the ability to pre-position a set of notifications each with pre-set recipients and pre-recorded messages that relate to a single situation or scenario.		
6.14. Geographic (GIS) Based Notification			
6.14.1.	The system must use existing ESRI GIS data (geodatabases and shape files) in native format.		
6.14.2.	The system must include the ability to search for a geographic location using the following criteria: 1. Address 2. Streets/cross streets 3. Postal code 4. Latitude/longitude		
6.14.3.	Search criteria must not be case-sensitive.		
6.14.4.	The system must be able to search with incomplete data, for example the first few letters of a last name or via a street address.		
6.14.5.	The system must be able to refine a search with the ability to search within search results using different search criteria.		
6.14.6.	The system must provide an indicator that shows when a search is in progress and completed. If no records match, a "no match		

Req. No.	Requirement	Code	Comments / Explanation
	found" message should be displayed.		
6.14.7.	The system must include the ability to use an interactive map through a standard GIS format to select a geographic area using polygons/drawing tools.		
6.14.8.	Interactive map functions should include zoom in/out using zoom buttons and using pre-defined zoom levels (e.g., street, city, state, country), movement north, south, east and west.		
6.14.9.	When the search is complete, the result must be highlighted on the map.		
6.14.10.	The system must display the number of addresses included in a selected area on the map.		
6.14.11.	The system must include the ability to send notifications to a selected geographic area by postal code.		
6.14.12.	The system must include the ability to identify a geographic area defined by an address point and a radius around that address.		
6.14.13.	The system must include the ability to select a street segment by selecting a street name and two cross-street names.		
6.14.14.	The system must include the ability to select a region using latitudinal and longitudinal coordinates.		
6.14.15.	The system must include the ability to create complex polygon shapes.		
6.14.16.	The system must include the ability to resize polygon shapes after initial drawing or placement and be able to place multiple polygons side by side.		
6.14.17.	The system must include the ability to drag and drop polygon or selected area to a different position on the map after initial drawing or placement.		
6.14.18.	The system must include the ability to modify selection area shape after initial drawing or placement.		
6.14.19.	The system must include the ability to rotate selection area shape after initial drawing or placement.		
6.14.20.	The system must include the ability to import pre-existing shape files polygons (e.g. neighborhood boundaries or inundation areas) from other applications to quickly select a geographic area. Please describe the way in which the requirement will be met.		
6.14.21.	The system must include the ability to add custom layers to maps to target communications more precisely and effectively. (For example, location of power stations, utility poles, fire hydrants, police stations, fire		

Req. No.	Requirement	Code	Comments / Explanation
	stations, government offices, schools, etc.)		
6.14.22.	The system must include the ability to view or hide pre-defined map layers.		
6.14.23.	The system must include the ability to save selected geographic "activation" areas and scenarios.		
6.14.24.	The system must be compatible with the County's GIS which is built on Oracle Spatial and uses ARC GIS Server ESRI and Intergraph products.		
6.14.25.	Vendor must be able to directly acquire and provide citizen contact information for the required areas with authorization from the County of San Mateo (E9-1-1 data or MSAG)		
6.14.26.	Vendor must be able to directly acquire publicly available white page directory data.		
6.14.27.	San Mateo County must be able to publish an opt-in web page for citizen opt-in and opt-out.		
6.14.28.	The system must include the ability to create both inclusion and exclusion polygons as well as doughnut shapes for selecting message recipients		
6.15. Reporting			
6.15.1.	The system must provide a real-time "dashboard" for each active notification broadcast allowing users to perform functions by simply clicking on links and buttons to: <ul style="list-style-type: none"> • See status of broadcast results without manually refreshing the page • See confirmations and responses in real-time • Re-send notification to unconfirmed recipients • Stop a broadcast • Print broadcast results • View broadcast parameters (e.g., devices, start time, duration, number of cycles, type of notification) 		
6.15.2.	The system must have the ability to view history of notification results.		
6.15.3.	Notification broadcast results reports must contain the following information: <ol style="list-style-type: none"> 1. Name of the notification 2. Date and time of the notification broadcast 		

Req. No.	Requirement	Code	Comments / Explanation
	<ol style="list-style-type: none"> 3. Name of the person who initiated the broadcast 4. Number of redial attempts requested by initiator 5. Summary statistics including total recipients, total confirming receipt/not confirming receipt, %confirming/not confirming receipt. If a polling notification, a total for each response. 6. Detailed calling information including call-result of each attempt within the broadcast including the addresses and associated phone numbers attempted, the attempt number (if multiple attempts/re-dials are requested) and the result: <ol style="list-style-type: none"> 1. Confirmed (with date and time) 2. Busy 3. No answer 4. Voicemail <p>Please note any exceptions to the above.</p>		
6.15.4.	The system must have the ability to view notification results by either confirmed or non-confirmed responses or both.		
6.15.5.	The system must have the ability to capture and view "polled" responses whether they are selected responses (e.g., press 1 for yes; press 2 for no) or an informational response to a polling question (e.g., a phone number, a date, or a quantity).		
6.15.6.	The system must have the ability to produce ad-hoc reports using all application data, including recipient information, group information, broadcast summary, and broadcast/notification information.		
6.15.7.	The ad-hoc reporting capability must have the ability to view multiple notifications in one report.		
6.15.8.	The system must have the ability to use ad-hoc filters and sort on user-selected data fields.		
6.15.9.	The system must have the ability to track and report on user-defined fields (such as division or building location).		
6.15.10.	The system must have the ability to export all ad-hoc report data in CSV, HTML, or PDF format.		

Req. No.	Requirement	Code	Comments / Explanation
6.16. Customer Service & User Support			
6.16.1.	Online documentation must be provided and be understandable by non-technical users.		
6.16.2.	Customer service and message initiation assistance must be staffed with live support staff at all times and available 24x7x365 for all calls.		
6.16.3.	Both initial and follow-up training must be available. Describe available training options.		
6.16.4.	<p>Proposer shall attach a narrative that describes a recommended training plan for the Information Technology Department and the Sheriff's Office of Emergency Services staff.</p> <p>This plan shall include training prior to implementation as well as ongoing training support.</p> <p>The narrative shall include:</p> <p>A. A list of all on-site training to be provided by the Proposer for County staff. The proposal should include the number of hours to complete each training session, and the cost, if any, of each training session.</p> <p>B. A review of the training aids, materials, and other non-personnel resources that will be provided by the Proposer. Proposers must attach samples of any such training materials to the proposal.</p> <p>C. A list of recommended ongoing training available to the County after the product has been implemented, including whether the training will be provided by the successful Proposer. The number of hours to complete each training session, and the cost, if any, of each training session. Should the cost of any Proposer-provided training be in the form of an hourly rate, the rate shall remain firm for a period of the contract.</p>		
6.16.5.	The proposer shall designate one project manager who shall be responsible for implementation, training, ongoing technical support and billing. The proposer shall also designate at least one alternate when the project manager is absent. The manager or alternate, shall have full authority to act for the proposer on all contract matters relating to		

Req. No.	Requirement	Code	Comments / Explanation
	implementation of the system. The manager is required to meet with County staff on a regular basis.		
6.17. Security			
6.17.1.	System must adhere to a “defense in-depth” approach to ensure application and infrastructure security.		
6.17.2.	The system co-location facilities should be housed in a SAS 70 Type II certified facility. Disclose whether or not your facilities have this certification and if not and describe your physical security.		
6.17.3.	All network and application servers must be “locked down” with no extraneous services running on them. Describe your network security.		
6.17.4.	The system must have security to prevent inappropriate use and to maintain data privacy. This includes login/password authentication on the telephone and on the web.		
6.17.5.	SSL must be used to transmit data across the internet. Describe your transmission security.		
6.17.6.	Key data must be encrypted in the database. Describe your database security and encryption practices and techniques.		
6.17.7.	Vendor staff must have undergone personnel security training. Describe the training.		
6.17.8.	The application must regularly undergo a security audit. Upon request Vendor must be willing to provide the most recent security audit/test report.		
6.17.9.	Vendor employees with access to any customer data facility must have undergone comprehensive background investigations. Describe the investigation processes your company has completed.		

Attachment B

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND

[Contractor name]

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

W I T N E S S E T H:

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

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

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

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

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County’s total fiscal obligation under this Agreement exceed [Write out amount], [\$Amount].

4. Term and Termination

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

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

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

5. **Availability of Funds**

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

6. **Relationship of Parties**

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

7. **Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

- E. ***Compliance with Equal Benefits Ordinance.*** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. **The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.**

12. Compliance with Contractor Employee Jury Service Ordinance

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

13. Retention of Records, Right to Monitor and Audit

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

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

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

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

16. Notices

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

In the case of County, to:

In the case of Contractor, to:

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

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

[Contractor Name Here]

Contractor's Signature

Date: _____

Attachment C

County of San Mateo Contractor's Declaration Form

I. CONTRACTOR INFORMATION

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

II. EQUAL BENEFITS (check one or more boxes)

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

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

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

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

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - 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

Attachment D

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

The undersigned (hereinafter called the "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 - Type or Print

Name of Contractor(s) - Type or Print

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."