

# AGREEMENT

## BETWEEN THE COUNTY OF SAN MATEO AND RJ LEE SOLUTIONS, LLC

---

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the COUNTY OF SAN MATEO, hereinafter called "COUNTY," and RJ LEE SOLUTIONS, LLC, hereinafter called "CONTRACTOR";

---

### WITNESSETH:

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 technical development and software support services relating to the Laboratory Information Management System (LIMS) software.

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

1. EXHIBITS.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

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 ONE HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS AND TWENTY-SEVEN CENTS, (\$178,371.27).

4. TERM AND TERMINATION.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from NOVEMBER 1, 2005 through DECEMBER 31, 2006.

This Agreement may be terminated by Contractor, the Sheriff 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 except for those listed within this contract, 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 Department/Division 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

Such insurance shall include:

- 1) Comprehensive General Liability..... \$1,000,000
- 2) Motor Vehicle Liability Insurance..... \$1,000,000
- 3) 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.

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.

- 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:
  - 1) termination of this Agreement;
  - 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - 3) liquidated damages of \$2,500 per violation;
  - 4) 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. RETENTION OF RECORDS.

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.

13. 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. 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.

14. CONTROLLING LAW.

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.

15. NOTICES.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:  
San Mateo County Sheriff's Office  
Don Horsley, Sheriff  
400 County Center  
Redwood City, CA 94063

In the case of Contractor, to:  
RJ Lee Solutions, LLC  
3311 West Clearwater Avenue  
Suite C100  
Kennewick, WA 99336

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

COUNTY OF SAN MATEO  
A Political Sub-division of the  
State of California

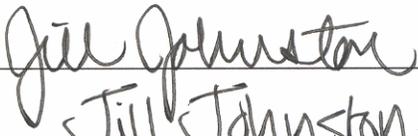
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

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

RJ LEE SOLUTIONS, LLC

By:  \_\_\_\_\_  
 \_\_\_\_\_  
*Printed Name*

Date: Nov 2, 2005

# EXHIBIT A - SERVICES

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND RJ LEE SOLUTIONS, LLC

---

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

---

### I. INTRODUCTION

Through the COPS Technology Grant, the Forensic Laboratories of the County of San Mateo and the County of Santa Clara work collaboratively in sharing forensic findings and data via the Laboratory Information Management System (LIMS) software.

LIMS is designed specifically for forensic laboratories to facilitate the management and storage of data.

### II. OBJECTIVES

Contractor will develop and deploy modules to the LIMS software which will interface with the Santa Clara County District Attorney's Crime Laboratory.

Contractor will design enhancements and additional modules for the existing LIMS software which will easily adapt to the County's needs today as well as the ability to reshape it as County's personnel and needs change in the future. The system will meet the foreseeable needs of the County for the number of users and records the system supports. Finally, it will be designed according to a carefully documented process, using industry standard tools, and a simple applications programming interface that allows for easy support and enhancement.

### III. HARDWARE/SOFTWARE SPECIFICATIONS

The following specifications represent minimum configurations for supported hardware. The LIMS software can operate only on IBM compatible hardware.

#### A. Server:

- Dual-processor server
- 256 MB SDRAM
- Four SATA or SCSI hard drives (including RAID support)
- 48x CD-RW and 16x DVD-RW
- PCI 10/100 Base-T network card
- 15" Monitor
- Keyboard
- Mouse

#### B. Workstation:

- Pentium III processor
- 128 MB SDRAM
- 40 gig hard drive
- 48x CD-RW
- PCI bus 56k fax/modem
- 15" monitor
- Keyboard
- Mouse
- USB ports

C. Additional Hardware:

- Barcode Scanner -Symbol Technologies LS-2208
- Barcode Printer-Zebra 3844-Z Desktop Thermal Transfer Printer
- Barcode Printer Ribbon
- Barcode Printer Labels
- Handheld PDA/Barcode Scanner - Symbol Technologies PPT8800 with Windows Mobile 2003
- Handheld PDA/Barcode Scanner Cradle - Symbol Technologies
- Signature Pad -Topaz Systems SignatureGem/SigLite LCD 1X5
- Tablet PC

D. Software:

1. Server - Microsoft SQL Server, version 7.0 or newer.
2. Workstations.
  - Microsoft Windows 2000 or newer.
  - Microsoft Office Professional, version 2000 or newer.
3. Additional Software - Topaz Systems Signature Pad software (downloadable from vendor website.)

IV. SERVICES PROVIDED BY CONTRACTOR.

A. Installation / Programming Services.

1. Provide and install custom developed LIMS software on a server and any number of base computers, networked together through a Windows 2000 Network with Active Directory, each running Windows 2000 Server, Windows 2003 Server or Windows XP Professional. County may then install the software on any County system.
2. Install and program bar-code software in handheld scanner terminal hardware.
3. The development of code shall be easily portable from standard Microsoft SQL Server database and its' next release to any OLE compliant database including Oracle and Sybase.

B. General Software / System Features.

1. Software Architecture.
  - Back-end - SQL Server 7.0 database
  - Front-end - Microsoft Access
2. Data Entry.
  - Validation tables with auto-fill.
  - Entering case number accesses all "case data" from previously entered data.
  
  - Data may be entered by transfer from other compatible sources. Update or populate laboratory data from (1) internal data generated from a variety of sources including iMs - WinTox urine analysis, blood alcohol analysis, and blood drug analysis.
  - Screen layouts designed to be consistent with existing workflow used by the laboratory.
  - Data can be entered remotely into Portable Data Terminals (PDT) or directly from a remote site using Virtual Private Network (VPN).

### 3. Queries and Reports.

- User can perform an onscreen query of any sorted field in the database by clicking on the search (filter) icon to begin the query, picking the field name to be queried i.e. "case number," and typing in a query value to find. Results are displayed in a sort order determined by the user.
- Provide the end user an easy menu-driven interface for creating, accessing, and running reports. Reports may be directed to a printer, PDF files, MS Word, MS Excel, or email. Reports include administrative reports, statistics, assignments, backlogs, financial, and summary.
- Case Information Management.
  - Linked automatically by case number and related cases can be linked manually. Linked cases are accessible and viewable as a group when system is queried.
  - Evidence is linked to case information – a report of a complete chain of custody information will be available.
  - May be updated and corrected.
  - Case information, data and reports are locked when the case has been completed and reviewed.
  - May be archived.

### 4. Security. (Must integrate with Activity Directory)

- Allow administrators to control many software functions including field level security – restrict fields to read only or hide a field from screen display.
- Limit access to confidential information, e.g. case data. Access may be restricted at the following levels: user, client, agency, program, or case.
- Analytical results must be "locked" after data or case review, editable and releasable only by the system administrator or designee(s).
- Limit user access to those functions, e.g. data entry, edit, query, reporting, etc. which are needed to perform their jobs.

### 5. Bar-coding.

Software will provide complete integration of bar-coding technology into the evidence management and tracking, management of laboratory equipment inventory, and firearms collection inventory. The Contractor will provide the ability for PDTs to work with its software so that often-used software functions, in particular initial data entry, evidence reception and release can be performed remotely with a portable terminal. Bar-coding technology will be integrated into the following laboratory transactions:

- All evidence transfers – internal and external. System will implement electronic signature validated by PIN and/or thumb print on all evidence transfers.
- Supply inventory.
- Equipment inventory.
- Laboratory reference collections such as firearms and controlled substance collection.
- The end user or auditor can conduct a bar code inventory with a Portable Data Terminal and create a number of reports such as:
  - Items found by location.
  - Items found misfiled or missing.

6. Evidence and Evidence Transaction Management.  
Provides the user with a means of actively managing the property storage areas. The user is offered many easy to use tools including:
  - Ability to customize reports that prepare a list of cases to be reviewed for disposal, return, or release according to the users needs.
  - Ability to print daily cash transactions reports to file and printer.
  - Digital Signature Capture for recording release/transfer.
  - Receipts for all property and cash transactions may be printed on demand.

C. Software / System Enhancements.

1. Toxicology / Collections.

Develop and implement case, evidence, and client management software that include Case Report Management and Distribution features:

- Distribute reports electronically via e-mail, data transfer, or hard copy.
- "Case Look-up" interface for Laboratory controlled data and read only access.

2. Data Capture / Security Improvements.

Develop and implement security improvements:

- Electronic signature validated by PIN and/or thumbprint for all evidence transactions.
- Electronic signatures for all reports.

3. Review and update existing LIMS modules – evidence and case management, program evidence management, QA – Safety, and resource management.

4. Develop and implement ability to archive and restore old records.

5. Develop module for integrating and tracking digital photographs and images.

D. Training.

1. Contractor will provide on-site training for County's key personnel and technical support staff.

E. Maintenance / Support.

1. County will have ninety (90) days after acceptance of implemented software to identify "bugs," functionality issues and reporting errors. During this time, any software error corrections or minor enhancements shall be made by Contractor. Thereafter, the Maintenance and Support contract (included in this Agreement) is initiated.
2. Whenever possible, support is conducted remotely.
  - Support hours: 7:00am – 4:00pm (Pacific Time) Monday through Friday.
  - Toll-free: 1-866-848-0834
  - County is responsible for providing remote access through a Virtual Private Network (VPN) line or pcAnywhere Software.
3. Email support available. Contractor must maintain an email account.

V. SOFTWARE LICENSES.

Upon final payments for LIMS software and services, Contractor will deliver source code to County. There are no recurring license fees, as the software is the property of the County for the County's use only. Licenses and fees for Microsoft SQL Service and Microsoft Windows are the responsibility of the County.

VI. DEVELOPMENT PHASES / TIME FRAMES.

A. Phase I – Module Development.

Module will be delivered and installed within 30-days upon acceptance of design and approval by County. Testing and training will occur during this phase.

B. Phase II – Final Acceptance (90 day period).

Correction of software errors / minor enhancements will be made by Contractor within 90 days upon County's acceptance of Phase I above.

C. Phase III – Maintenance.

Contractor will correct software errors and make minor changes with interfaces of other laboratory software for a 12-month period commencing on the expiration of Phase II above.

VII. TITLE

All products and concepts, however recorded, prepared, or generated by the County or by Contractor in the performance of this Agreement shall be the exclusive property of the County. The term "product" as used in the Agreement shall include, but will not be limited to, documentation, findings, software developed, design documents, and concepts related to these projects. This Agreement shall preclude Contractor from using or marketing documentation, systems, information, or material originated for or by County hereunder unless and until the parties execute a marketing agreement. All inventions, discoveries, and improvements developed in the performance of this Agreement while using County facilities, including hardware and software, shall be the property of the County. It shall be presumed that any invention, discovery, or improvement was developed using County facilities unless Contractor is able to show by documented proof that such invention, discovery, or improvement was developed solely with Contractor's facilities. If such invention, discovery, or improvement shall be determined to be the property of Contractor, County shall be granted a nonexclusive, irrevocable, royalty free license to use said invention, discovery or improvement.

# EXHIBIT B - PAYMENT & RATES

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND RJ LEE SOLUTIONS, LLC

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

### I. FEE SCHEDULE

A. RJ Lee Software Modules.	Base Cost
1. Property Room Management System	\$12,000.00
a. CSI	\$3,000.00
2. Client/Server (Sample Management & Major Case)	\$12,500.00
a. Interface to Santa Clara Property Room	\$2,500.00
3. Functional Areas	
a. Blood Alcohol (Includes bench sheet)	\$6,000.00
• Instrument Interfaces	\$3,000.00
b. Drugs (Includes bench sheet)	\$6,000.00
• Instrument Interfaces (GC)	\$3,500.00
c. DNA (Includes Tablet PC Interface)	\$10,000.00
• DNA Bench Sheets	\$7,500.00
• Data Entry Form	\$3,500.00
d. Firearms	\$5,000.00
e. Trace (Includes Tablet PC Interface)	\$4,000.00
f. Latent Prints	\$9,000.00
4. Resources Management	
a. Caseload Management	\$3,500.00
b. QA/QC (Includes Statistics)	\$5,000.00
c. Inventory Management	\$7,500.00
5. System Management	
a. Security	\$1,000.00
b. Image (VeriPic Software)	\$34,873
6. Reporting	
a. Automated Reporting	\$3,500.00
b. Customer Reporting Package	\$5,500.00
c. Discovery Packet Creation	\$4,500.00
d. Reporting Interface to Santa Clara	\$3,000.00
7. Documentation	
a. Implementation Plan	\$5,000.00
	Subtotal
	\$126,000.00
	25% Discount
	-\$31,500.00
	RJ Lee Software TOTAL
	\$94,500.00

RJ Lee Software	\$94,500.00
VeriPic Software	\$34,873.00
Maintenance/Support (1 Year)	\$10,000.00
Subtotal	\$139,373.00
Tax (8.25%)	\$11,498.27
<b>TOTAL</b>	<b>\$150,871.27</b>

**B. Travel Expense Fees for On-Site / Training Services.**

1. TRIP / PHASE	DESCRIPTION	ITEMS (Section I. above)	WEEKS	TRAVEL COST
1	Property Room Install, Training & System Mgmt. – Security	1, 2, 5a	2	\$5,000
2	Property Room: CSI + Functional Area: Latent Prints, Install & Training	1a, 3f	1	\$2,500
3	Functional Areas Install + Train: Blood Alcohol, Drugs, Firearms, Trace	3a, 3b, 3d, 3e	3	\$7,500
4	Functional Area: DNA Modification, Install + Train	3c	2	\$5,000
5	Resources Management (all) Install + Train	4a - 4c	1	\$2,500
6	System Management: Image + Reporting (all) Install + Train	5b, 6a, 6b, 6c, 6d	2	\$5,000
<b>TOTAL</b>				<b>\$27,500.00</b>

2. County shall reimburse Contractor for travel expenses (i.e. airfare, lodging, meals, rental car, fuel, tolls, parking) incurred for on-site support, development and training.
3. Contractor shall provide County with receipts and invoice County for actual expenses.
4. Travel expenses shall not exceed \$27,500 for the term of this Agreement.

**II. PAYMENT RATE**

- A. County will make a payment of \$25,000 to Contractor upon full execution of this Agreement and receipt of Contractor's invoice.
- B. Payment for development services will be made upon completion of each phase described in Section VI of Exhibit A, and County's receipt and acceptance of Contractor's invoice.

- C. County will retain an amount equal to twenty percent (20%) of all invoices until final acceptance by County of this project.
- D. Maintenance and support for additional (successive) years will be calculated at 15% of the delivered software and services.
- E. Contractor shall prepare and submit invoices for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed \$178,371.27 (includes a maximum amount not to exceed \$27,500 for travel expenses). County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/05

<b>PRODUCER</b> Commerce Insurance Services 13 Emery Avenue Randolph, NJ 07869 973 659-6400	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> R.J. Lee Group, Inc. 350 Hochberg Road Monroeville, PA 15146	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Twin City Fire Insurance Company</b> INSURER B: <b>Federal Insurance Company</b> INSURER C: INSURER D: INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b>	13CESOA4494	09/27/05	09/27/06	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$100,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B		<b>AUTOMOBILE LIABILITY</b>	73522790	09/27/05	09/27/06	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				AGG	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE	\$
		<input type="checkbox"/> RETENTION \$					\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	13WBKD7087	11/07/04	11/07/05	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
		<b>OTHER</b>				E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*Except for nonpayment of premium which is 10 days.  
County of San Mateo is named as Additional Insured.

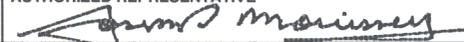
**CERTIFICATE HOLDER**

County of San Mateo Sheriff's Office  
 Attn: Fiscal Services Bureau  
 400 County Center  
 Redwood City, CA 94063

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. VENDOR IDENTIFICATION**

Name of Contractor: RJ LEE SOLUTIONS, LLC  
Contact Person: Jill Johnston  
Address: 3311 WEST CLEARWATER AVENUE, SUITE C100  
KENNEWICK, WA 99336  
Phone Number: 509 735 2432 Fax Number: 509 735 1002

**II. EMPLOYEES**

Does the Contractor have any employees?  Yes  No  
Does the Contractor provide benefits to spouses of employees?  Yes  No

*\* If the answer to one or both of the above is No, please skip to Section IV. \**

**III. EQUAL BENEFITS COMPLIANCE** (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

**IV. DECLARATION**

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.

Executed this 2<sup>nd</sup> day of November, 2005 at Kennewick, WA.  
(City) (State)

Jill Johnston  
Signature  
Vice President  
Title

Jill Johnston  
Name (Please Print)

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Name (See **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)  
**RJ Lee Solutions, LLC**

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other **Limited Liability Company**

Address (number, street, and apt. or suite no.)  
**3311 W. Clearwater Ave., Suite C100**

City, state, and ZIP code  
**Kennewick WA 99336**

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
9	1	2	0	1	6	5	3	1

List account number(s) here (optional)

**Part II For U.S. Payees Exempt From Backup Withholding** (See the instructions on page 2.)

### Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature of U.S. person  Date **Nov 2, 2005**

**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report **all your interest and dividends on your tax return** (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.