



**REQUEST FOR PROPOSALS NO. TTC 2019- 02**  
**INVESTMENT COMPLIANCE REPORTING SERVICES**

*County of San Mateo*  
*Treasurer-Tax Collector*

Date: May 10, 2019

**Responses Must be Received by 5:00 p.m. on**  
**Friday, May 24, 2019**

**REQUEST FOR PROPOSALS  
FOR  
Investment Compliance Reporting Services**

Proposals must be submitted electronically to:

Tiffany Htwe [Thtwe@smcgov.org](mailto:Thtwe@smcgov.org)

**By 5:00 P.M. (PST) on  
Friday, May 24, 2019**

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

***Note regarding the Public Records Act:***

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

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

*(RFP template rev. 3/12)*

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*For reference only*

## **SECTION I - GENERAL INFORMATION**

### **STATEMENT OF INTENT**

As outlined in more detail in Section IV, below, this Request for Proposals (RFP) seeks a provider of Investment Compliance Reporting Services. The target commencement date and term for the proposed services is July 2019 through June 2022, subject to negotiation of a final agreement.

#### **A. PURPOSE:**

The Treasurer is inviting proposals from qualified firms to conduct an independent, written monthly compliance review of the County's Investment Portfolio to verify the portfolio's compliance with the County's Investment Policy and the California Government Code. The selected firm will provide advice only and will not manage funds. Copies of the current Investment Policy and current compliance reports can be found on the Treasurer's website.

#### **B. BACKGROUND – SAN MATEO COUNTY**

The County was established on April 19, 1856. Located on the San Francisco Peninsula, coastal mountains run north and south through the County, dividing the lightly populated western part from the heavily populated eastern corridor between San Francisco and Santa Clara/Silicon Valley. The Pacific Ocean forms its western boundary and San Francisco Bay its eastern boundary. It is one of 58 California counties and one of the nine counties in the San Francisco Bay Area. The County covers 455 square miles and contains 20 incorporated cities and the San Francisco International Airport. In terms of population, it is the 13th largest county in the State, with 764,797 persons. The county seat is located in Redwood City.

San Mateo County has approximately 5,500 full time employees with an annual budget of approximately \$2.82 billion. The County provides a wide variety of services which are administratively organized into five areas: administration and fiscal, community services, children, youth & family services, criminal justice, and health services. The primary purpose of the organization is to ensure the health, safety and welfare of the community while safeguarding the County's natural resources.

The County employs a charter type of government and is governed by a five-member Board of Supervisors who serve four-year terms on a full-time basis. Each Supervisor must reside in one of the five districts of the County but is elected at large in non-partisan elections. The Board appoints the County Manager to administer County affairs. The County Manager appoints the heads of six agencies/departments. The Board appoints the County Counsel. Elected

officials include the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff and Treasurer-Tax Collector.

### C. BACKGROUND - COUNTY INVESTMENT POOL

The County Treasurer manages, in accordance with California Government Code Section 53600 et seq., funds deposited in the County Treasury by the County, all County school districts, various special districts, and some cities within the County. State law requires that all moneys of the County, school districts and certain special districts be held in the County Treasury by the County Treasurer. The County Treasurer accepts funds primarily from agencies located within the County. There are currently approximately 1190 accounts in the County pool, the largest single agencies being the school districts and community college districts (representing 32.70% of the County pool as of 3/31/19) and San Mateo County (representing 47.8% of the County pool as of 3/31/19). The moneys on deposit are predominantly derived from local government revenues consisting of property taxes, State and federal funding and other fees and charges.

As of March 31, 2019, investments in the County pool were held for local agencies in the following amounts:

<b>Participant Category</b>	<b>Invested Funds<sup>(1)</sup></b>	<b>% of Total</b>
School Districts and Community College Districts	\$1,821,204,475.06	32.7%
Cities	432,680,636.45	7.8%
Special Districts	161,793,162.76	2.9%
Bay Area Air Quality Management District	276,324,698.49	5.0%
San Mateo County Transportation Authority/JPB	209,307,395.84	3.8%
All Other San Mateo County Funds	2,655,235,387.67	47.8%
Total	<u>\$5,556,545,756.27</u>	<u>100.0%</u>

<sup>(1)</sup> Amounts represent cash balance as of March 31, 2019

As of March 31, 2019, the composition, carrying amount, and market value of the County's cash and investment pool were as follows:

**SAN MATEO COUNTY INVESTMENT POOL SUMMARY OF ASSETS HELD**

	Security Value <sup>(2)</sup>	Carrying Value <sup>(1)</sup>	Market
LAIF		\$ 65,000,000	\$ 65,325,000.00
US Instrumentalities		373,000,000	370,265,151.79
Certificate of Deposit		566,478,000	569,132,712.82
Repurchase Agreements		176,000,000	176,000,000.00
Commercial Paper		805,000,000	800,229,815.00
Municipal Bonds		20,000,000	20,664,102.78
Floating Rate Securities		324,786,000	327,643,503.56
Corporate Bonds		316,838,000	317,121,897.53
Federal Agency-Floating Rate Securities		111,000,000	111,462,145.80
Federal Agency Securities		1,631,473,000	1,625,785,841.50
U.S. Treasuries/T-Bills		1,106,200,000	1,094,317,293.43
<b>Totals</b>		<b>5,495,775,000</b>	<b>5,477,947,464.21</b>

<sup>(1)</sup> The "carrying value" of the pool securities represents the cost of such securities to the County.

<sup>(2)</sup> The "market value" of the pool securities is composed of the market value of such securities plus accrued interest.

The composition and value of investments under management in the County pool will vary from time to time depending on cash flow needs of the County and public agencies invested in the County pool, maturity or sale of investments and purchase of new securities, and due to fluctuations in interest rates generally.

As reflected in the table above, as of March 31, 2019, the carrying value and market value of investments credited to the County pool were both approximately \$5.4 billion. The pool currently includes approximately \$241 million in cash or cash equivalents, which represents the County pool's liquidity. As of March 31, 2019, the dollar weighted average maturity of the County pool was .83 years with a duration of 0.80 years.

Approximately 19.5% of the assets of the investment pool come from public agencies which can make discretionary withdrawals for the purposes of making alternative investments. The Treasurer believes the liquidity in the portfolio is adequate to meet expected cash flow requirements and would preclude the County from the need to sell investments at below carrying value. However, the County has in the past and may in the future elect to sell securities below carrying value, borrow short-term debt to fund cash flow needs and take other actions as the Treasurer may deem warranted by prudent fiscal management.

On January 8, 2019, the Board made its annual review and approved the 2019 investment policy (the "County Investment Policy"). To meet the requirements of both liquidity and long-term investment needs, the County Investment Policy established the County pool. The County pool attempts to match maturities with capital expenditures and other planned outlays. It is designed as an income fund to maximize the return on investable funds over various market cycles, consistent with limiting risk and prudent investment principles. Yield is considered only after safety and credit quality have been met. The purpose of the fund is to provide investors with a reasonably predictable level of income.

The maximum allowable maturity of instruments in the County pool at the time of investment is 7 years and the maximum dollar weighted average maturity of the fund is three years. Subject to California law, funds deposited in the County pool under the County Investment Policy may only be reclaimed at the rate of 12.5% of the principal balance per month, exclusive of apportionment, payrolls and day-to-day operations, unless specifically authorized by the Treasurer. Gains and losses in the County pool are proportionately allocated to each depositor quarterly, each being given credit for accrued interest earnings and capital gains based on their average daily pool balance. The minimum balance for an outside agency to maintain an account in the County pool is \$250,000.

The Treasurer may not leverage the County pool through any borrowing collateralized or otherwise secured by cash or securities held unless authorized by the County Investment Policy in accordance with California law. The Investment Officer is prohibited from doing personal business with brokers that do business with the County.

The fund also permits investments in repurchase agreements in an amount not exceeding 100% of the fund value. Collateralization on repurchase agreements is set at 102%. The County Investment Policy permits certain securities lending transactions up to a maximum of 5% of the County pool. The program is conducted under a Custody Agreement by and between the County and The Bank of New York, as custodian.

The Treasurer prepares a monthly report for the County pool participants, the Board of Supervisors and members of the Treasury Oversight Committee stating the type of investment, name of the issuer, maturity date, par and dollar amount of the investment. The report also lists average maturity and market value. In addition, the Treasurer prepares a cash flow report which sets forth projections for revenue inflows and interest earnings as compared to the projections for the operating and capital outflows of depositors. The projection will be for at least the succeeding twelve months.

An annual audit of the portfolios, procedures, reports and operations related to the County pool will be conducted in compliance with California law.

The County Investment Policy is reviewed and approved annually by the Board. The Board must approve all amendments to the policy.

#### **D. MINIMUM QUALIFICATION REQUIREMENTS**

Firms must:

1. Be an independent Investment Advisor, registered as such with the Securities and Exchange Commission (SEC) or the State of California, and not a broker/dealer. In addition, firms responding to this Request for Proposal (hereafter "Proposer") must hold all necessary licenses.
2. Have a minimum of five (5) years' experience in providing the services requested to agencies (preferably public agencies) in an investment advisor capacity. If the firm has been in business for less than five years, the experience of its principals may be used to meet this requirement. Detailed information regarding experience in these areas must be provided. In addition, Proposer is required to submit five (5) references for which these services have been performed within the last three (3) years.
3. Be able to demonstrate experience with the investment requirements of the California Government Code as it applies to public funds investing.
4. No record of unsatisfactory performance as evidenced by complaints filed with the SEC, Financial Industry Regulatory Authority (FINRA) or any other federal or state agencies with jurisdiction over the services provided by the firm.
5. Disclose if firm has any prior or pending litigation, either civil or criminal, including complaints or actions by any regulatory agencies, in which the Proposer, any of its partners, members or employees is or has been involved within the last ten (10) years. If none, then so state.
6. Have no deficiencies or unsatisfactory performance on any past County contracts.
7. Meet all other presentation and participation requirements listed in this RFP.



**E. TERM OF CONTRACT**

The term of the contract shall be for three (3) years with an option to terminate upon 30 days' notice by the County.

**THE REQUEST FOR PROPOSALS PROCESS**

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

**SECTION II - RFP PROCEDURE**

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

**A. TENTATIVE SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>TARGET DATE</b>
1. RFP Release Date	May 10, 2019
2. Deadline to Submit Written Questions	May 14, 2019
3. Release of Responses to Written Questions	May 15, 2019
4. Proposal Deadline – Proposals Must be <u>RECEIVED</u> by 5:00 p.m. on This Date	May 24, 2019
5. Recommendation to Board of Supervisors	June 25, 2019
6. Execution of an agreement	July 1, 2109

**B. SUBMISSION OF PROPOSALS**

Notice of Intent: The Treasurer is requesting parties who are interested in submitting a response to this RFP to inform the Department in advance of their intent. However, providing a notice of intent is not required in order to submit a proposal. You may notify the Department of your intent to respond to this proposal by emailing Tiffany Htwe at [thtwe@smcgov.org](mailto:thtwe@smcgov.org) by the deadline listed above.

Proposal: The RFP response will be submitted electronically to Tiffany Htwe [Thtwe@smcgov.org](mailto:Thtwe@smcgov.org) by no later than 5:00 p.m. on Friday, May 24, 2019, as listed in the TENTATIVE SCHEDULE OF EVENTS above. Proposals should be in the format required in Section V. A., below. There will be no public opening of proposals. All proposals shall be firm offers, and will so be

considered by the Treasurer, although the Treasurer reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

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

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the Treasurer.

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

### C. CONFIDENTIALITY OF PROPOSALS

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

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

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

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

#### **D. PROPOSAL EVALUATION**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the Treasurer may require a proposer's representative to answer specific questions orally and/or in writing. The Treasurer may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended to the Treasurer by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

Responses to this RFP must adhere to the format for proposals detailed in **Section V - PROPOSAL SUBMISSION REQUIREMENTS**. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

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

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

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

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

#### **E. PROPOSAL RECOMMENDATION**

The Evaluation Committee will recommend a provider or providers to Department management or may recommend that the proposals be rejected. Department management will then make its own decision as to whether to accept or reject the Evaluations Committee's recommendations<sup>1.1</sup> Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the Treasurer, notwithstanding any recommendations made by the Evaluation Committee. The Treasurer reserves the right to negotiate with any provider in working to finalize an agreement in relation to the proposer's response.

#### **F. NOTICE TO PROPOSERS**

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

#### **G. PROTEST PROCESS**

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the San Mateo County Treasurer as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Proposer and the Request for Proposals numbers, and must state all the specific ground(s) for the protest. A protest that merely addresses a single

aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The San Mateo County Treasurer will respond to a protest within ten (10) business days of receiving it, and the Treasurer may, at her election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the San Mateo County Treasurer will be final. The protest letter must be sent by facsimile and e-mail to:

San Mateo County Treasurer  
ATTN: Sandie Arnott  
[E-mail: sarnott@smcgov.org](mailto:sarnott@smcgov.org)  
Facsimile: 650-363-4944

### **SECTION III – GENERAL TERMS AND CONDITIONS**

1. **Read all Instructions.** Please read the entire RFP and all enclosures before preparing your proposal.
2. **Proposal Includes the RFP.** This RFP constitutes part of each proposal and includes the explanation of the Department's needs, which must be met.
3. **Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the Department or otherwise reimbursed by the County.
4. **Proposal Becomes County Property.** The RFP and all materials submitted in response to this RFP will become the property of the County.
5. **Questions and Response Process.** Submit all questions relating to this RFP by E-mailed to: [thtwe@smcgov.org](mailto:thtwe@smcgov.org). All questions must be received no later than 5:00 p.m. on **Tuesday, May 14, 2019 at 5:00 PM.**

The Department may, at its option, email prospective proposers with the questions and answers in addition to posting them on the website listed above. If you wish to receive such notice, you may email Tiffany Htwe at the email address above before you submit a proposal.

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

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

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

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

7. **Selection of Vendor(s).** The selection of a vendor will be memorialized in the form of a "County Agreement with Independent Contractor" (see the sample template at Section VI, Enclosures 2-4, below), and, if required, authorized by a Resolution of the County Board of Supervisors and signed by both parties.

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

8. **Equal Benefits.** With respect to the provision on employee benefits, Contractor/vendor must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse.
9. **Jury Duty.** The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts the fees from the employee's regular pay received for jury service. See Section VI, Enclosure 5. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) its policy is to comply with the jury duty pay ordinance with respect to any future qualifying employees.
10. **Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part

of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintains a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

11. **Incomplete Proposals May be Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.
12. **Contact With County/Department Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any employee of the County/ Treasurer for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

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

13. **Group Purchasing Organization Participation.** Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered a viable vendor for the listed services. The County reserves the right to use a GPO vendor if doing so is in the County's best interest, as determined solely by the Department, even if that vendor does not submit a proposal in response to this RFP.
14. **Miscellaneous.** This RFP is not a commitment or contract of any kind. The Treasurer reserves the right to pursue any and/or all ideas generated by this RFP. The Treasurer reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the Treasurer assumes no liability for any unintentional errors or omissions in this document. The Treasurer reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County.

## **SECTION IV – SCOPE OF WORK**

**Description:** This section provides a general description listing of services requested. The selected firm will assist the County Treasurer in monitoring ongoing compliance of the County's investment portfolio. At a minimum, the firm will perform the following services:

- 1) On an annual basis, review the County's Investment Policy and provide the Treasurer with recommendations, if any, taking into consideration any changes to the California Government Code and current best practices.
- 2) Assist the Treasurer in monitoring ongoing investments and evaluating general strategies. Monitors pool investment results, economic outlook, portfolio diversification, portfolio stress testing, maturity structure, and portfolio risks. Consult directly with the County Treasurer.
- 2) On a monthly basis, prepare a written compliance report of the County investment portfolio, which will: (i) independently verify the accuracy of the portfolio holdings information (issuer, maturity, credit ratings, security type, security structure, country of origin, etc.), (ii) provide summary level information about the portfolio in tabular and/or chart form, (iii) verify the portfolio's compliance with the California Government Code and with the County written Investment Policy, (iv) List any exceptions or discrepancies identified, and (v) include a section for the Treasurer's comments, if any.
  - A) The monthly compliance reports will be based on a month-end listing of County portfolio holdings, including CUSIPs, to be provided electronically by the Treasurer in Excel format.
  - B) The completed monthly compliance reports are required to be sent electronically in PDF format, to the Treasurer within ten (10) business days after receipt of the portfolio holdings data to be provided by the Treasurer, unless the parties agree in writing to other arrangements.
  - C) The Treasurer will have an opportunity to review and comment on the draft report which should be followed by a final report sent electronically in PDF format to be available for distribution by the Treasurer and posting on the Treasurer's website.
  - D) The selected firms' staff must be available by phone to answer any questions regarding the report.
- 3) The selected firm shall be available to attend one (1) meeting per year at the office of the Treasurer, at which meeting the monthly compliance report or reports will be reviewed and discussed.



- 4) The above list is not meant to constitute an exhaustive list of duties. The contract negotiated with the firm selected may include other services. Proposers are also invited to describe other services or functions that they would recommend to the Treasurer.

## **SECTION V – PROPOSAL SUBMISSION REQUIREMENTS**

The proposal should be submitted in the following format:

### **A. General Instructions**

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

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

Submit one (1) complete electronic (PDF, Microsoft Word document, etc.) version of your proposal and any required attachments to the County via email to Tiffany Htwe [thtwe@smcgov.org](mailto:thtwe@smcgov.org).

### **B. Cover Letter**

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

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

### **C. Specified Content and Detailed Sequence of Information in the RFP**

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

### **D. Tabbing of Sections**

Be sure your proposal is properly tabbed using the following sections:

**TAB 1 Firm Qualifications and Experience:**

- a. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP and your firms experience and understanding with the investment requirements in the California Government Code.
- b. How many full time employees (FTEs) do you plan to assign to this project if you are selected?
- c. How many people in total are employed by your company? Please delineate between employees and consultants.
- d. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

**TAB 2 Proposed Approach:**

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

- a. Describe how you will fulfill the needs of the Treasurer included in this RFP. Please attach a project plan, if appropriate.
- b. Identify how you will meet all other aspects of the scope of work and related requirements listed in Section IV, above, and list any items you cannot provide.
- c. Identify possible enhancements to the proposed Scope of Work.
- d. Describe the measurements/metrics/deliverables/assessments you will provide on at least an annual basis to allow the Treasurer to assess the services you will provide.

**TAB 3 Customer Service:**

- a. How will your services meet the needs of the Treasurer's customers and/or the public?

- b. In the event of a routine problem, who is to be contacted within your organization?
- c. In the event of the identification of a problem by the Treasurer, its customers, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

**TAB 4 Claims and Violations Against Your Organization:**

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

**TAB 5 Cost to the Department for Primary Services:**

- a. Provide a detailed explanation for all costs associated with your providing the requested services if you are selected.
- b. Is travel time to the Treasurer expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include such travel time or expenses are preferred unless the services requested require travel as part of the service

**TAB 6 Cooperative Purchasing and Cost of Possible Additional Services:**

- a. Indicate if the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request (Yes/No). Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.
- b. List any additional services to the current service plan that you foresee could come up, if any, and list the proposed costs for such services.

**TAB 7 References:**

- a. List at least three business references for which you have recently provided similar services. Include contact names and phone numbers for all references provided.
- b. Provide at least three client/patient references, if applicable and appropriate, for whom you provide more than occasional services. Include names and phone numbers for these individuals.

**TAB 8 Statement of Compliance with County Contractual Requirements:**

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

County insurance requirements; The requirements of Exhibit E (if attached); and All other provisions of the standard contract.

In addition, the proposer should include a statement that it will agree to have any disputes regarding any contract venued in San Mateo County or the Northern District of California.

Proposals must advise Treasurer of any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, Treasurer will assume the proposer is prepared to sign the County contract as-is.

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

Agreement No. \_\_\_\_\_

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

\*\*\*\*\*REMOVE ALL INSTRUCTIONAL NOTES IN RED **BEFORE** SENDING CONTRACT TO SERVICE PROVIDER)

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

\* \* \*

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

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

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

## **1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment H—HIPAA Business Associate Requirements *(Complete HIPAA checklist if unsure about Business Associate or Non Business Associate; delete this if not needed; contact County Counsel with questions)*

Attachment I—§ 504 Compliance *(Delete this if not needed)*

Attachment IP – Intellectual Property *(Complete IP Questionnaire if unsure/delete this if not needed)*

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

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

## **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

## **4. Term**

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

**5. Termination**

This Agreement may be terminated by Contractor or by the [Title of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

**b. Intellectual Property Indemnification** *(You may delete entire IP Indemnification section if not relevant – County Counsel review is not required if section is deleted)*

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of

the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

**9. Assignability and Subcontracting**

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

**10. Insurance**

**a. General Requirements**

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

**b. Workers' Compensation and Employer's Liability Insurance**

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

**c. Liability Insurance**

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



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

*You may delete (b) or (c) text if those insurance types are not relevant to your contract – County Counsel review is not required if one or both of those lines are deleted. However, if you are unsure about insurance requirements for your contract – call Risk Management before your contract is executed)*

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

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

#### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it 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. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. *(This paragraph may be deleted without County Counsel Review if not relevant to this agreement)*

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

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

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or

mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

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

**c. Section 504 of the Rehabilitation Act of 1973**

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

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting: Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of

Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. *(If LWO is not applicable to this contract, you may delete this section without County Counsel review. Contact your assigned County Counsel if you are unsure if LWO is applicable)*

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records: Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

**15. Merger Clause: Amendments**

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

**16. Controlling Law: Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

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

In the case of County, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses** *(If the contractor is not required to obtain a license, permit or approval from any other entity in order to perform the work/services under this agreement then you may delete this section without County Counsel review)*

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: [**SERVICE PROVIDER COMPANY NAME**]

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_  
  
COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**Exhibit A**

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

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms: