



## **REQUEST FOR PROPOSALS**

for:

Providing Search Engine Optimization  
And/Or Website Redesign

**County of San Mateo**  
Department of Public Works  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, California 94063

Date: May 5, 2015

**Responses Must be Received by 4:00 p.m. on**  
**Friday June 12, 2015**

**REQUEST FOR PROPOSALS  
FOR**

**Providing Search Engine Optimization  
And/Or Website Redesign**

Proposals must be submitted to:

**Attn: Lillian Clark**  
County of San Mateo  
Department of Public Works  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, California 94063-1665

**By 4:00 P.M. (Pacific Standard Time) on  
Friday, June 12, 2015**

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.

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## **SECTION I - GENERAL INFORMATION**

### **STATEMENT OF INTENT**

As outlined in more detail in Section IV, below, this Request for Proposals (RFP) seeks a provider for the County of San Mateo RecycleWorks Program's (RecycleWorks) website. There will be two phases for this project. The first phase (Phase One) will be performing a search engine optimization analysis report of the existing RecycleWorks website and content. The second phase (Phase Two) is a redesign of the current website, maintenance of the existing database and maintenance and development of new pages, including a Drupal Content Management System (CMS); providing an option for hosting the RecycleWorks website ([www.RecycleWorks.org](http://www.RecycleWorks.org)), and on-going support for the final website and continual search engine optimization. The target commencement date and term for the proposed services is July 2015 through June 2016, with the option of two, one-year extensions subject to negotiation of a final agreement.

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

### **BACKGROUND**

RecycleWorks provides information on waste prevention, recycling, composting, energy, and other environmental issues for the citizens of San Mateo County. RecycleWorks includes a Countywide information hotline, a comprehensive website and an educational outreach program to help people conserve resources and reduce the amount of waste they dispose of wherever they live, work or play in the County. RecycleWorks offers numerous audiences with assistance and information on topics including: commercial recycling, construction and demolition waste, school recycling, home composting, and greenhouse gas emission reductions. State law (AB 939) mandated that every city and county in California reach a 50% waste diversion rate by 2000. State law (AB 341) mandated that commercial entities recycle to reduce greenhouse gas emissions. State Law (AB 32) is California's major initiative to reduce climate change and greenhouse gas emissions.

RecycleWorks has an existing website ([www.RecycleWorks.org](http://www.RecycleWorks.org)), and an interactive recycling and buy green database information storage and retrieval system that is accessible and searchable by the public. Our staff updates the information in the database directly, and provides the existing website contractor with the written content for other sections of the website. RecycleWorks has hosted this website off-site for over ten years, with Got.Net, the service provider, and significantly updated the graphic look and feel of the site in 2005. The RecycleWorks Program will be transferring from the Department of Public Works to the newly established Office of Sustainability beginning July 1, 2015.

### **DESCRIPTION OF THE PROJECT**

The intent of requesting a search engine optimization report is to determine 1) which pages are used more frequently, 2) which pages to transfer to the new site and 3) how to drive traffic from San Mateo County search engine websites to our site. The intent of the website redesign is to titivate its appearance, structure and presentation of content, incorporating the latest web technology to build identity, awareness and interest for RecycleWorks and the services they provide, and to provide data to RecycleWorks for additional reporting.

RecycleWorks is responsible for all of the content contained on the website and for inputting all of the information into the on-line database. The current contractor maintains the site by updating the content on the webpages (or, as directed, creates new webpages), in addition to interfacing with the current website host (Got.Net) for any site maintenance issues. The current contractor also maintains the analytical statistics for reporting to RecycleWorks. Additional statistics are available at [www.RecycleWorks.org/stats](http://www.RecycleWorks.org/stats) and from Google Analytics (beginning in the Spring, 2014 when the site migrated to a new server).

RecycleWorks will also require periodic maintenance to the website, changes to the content of the website as provided by RecycleWorks, and to add new sections and pages on an as needed basis.

An objective is that routine content changes will be made by RecycleWorks, however, RecycleWorks would prefer to work with a contractor that is also available to make simple one –two page content changes within 24-hours, and to make significant updates or create new pages within a mutually agreed upon period of time to support RecycleWorks projects. RecycleWorks' website content may include: charts, maps, photos, graphic images, etc. We wish to incorporate the existing RecycleWorks' brand, graphic style and visual design that we are presently using and make new pages cohesive and representative of our look. This graphic design may be refreshed during this process. The contractor will collaborate with our graphic design team to implement the new desired design look, integrate social media into our new website design to engage a new audience of the public.

The website requires complete system documentation, including custom programming. The contractor may also need to provide database maintenance. To do this, the contractor should be conversant with the following programs: MySQL and php (including modules CGI, DBI and File), Perl 5.x, and Webalizer and work with the existing contractor to migrate the database into the new website design. The database with two (2) search functions can be viewed at [www.RecycleWorks.org](http://www.RecycleWorks.org).

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

The statistics section of the current website, [www.RecycleWorks.org/stats](http://www.RecycleWorks.org/stats) and Google Analytics, that reflects the website data needs refinement. The contractor will oversee and monitor the site's various contact email addresses, and website reporting data functions.

Finally, the contractor will be expected to interact with the current website host, Got.Net, or make a recommendation to change hosts. The County has separate requirements for data center security and business continuity which must be approved before hosting can be changed to any other hosts.

At a minimum, the redesigned website must include the following features and functionality:

- a. Detailed analytics e.g. Google Analytics, Woorank, Alexa, Compete, Piwik, CrazyEgg, Optimizely, KISSinsights, Clicktale, or Wordstream or a combination of them (unique visitors, returning visitors, traffic sources, bounce rate, average time on site, top content pages, key words, age demographic, number of sites that link to ours, top search queries that led to our site, upstream and downstream sites)
- b. Site search capability across all content types
- c. Integrated Social Media tools and links (Blogs/Chat Boxes, News Feeds)
- d. Email/Contact features and routing
- e. Calendar features
- f. The ability to add forms or PDF documents
- g. Intuitive content management i.e. no programming or high level technical skills required to edit content
- h. Ability to create and reorganize pages
- i. Dynamic/adaptive display of main site for variety of devices and operating systems, including mobile devices
- j. Ability to translate site into other languages
- k. Secure or encryption capabilities with regular patches and updates

Additionally, the site design should incorporate the following concepts:

- a. Easy and intuitive navigation
- b. Visually pleasing and engaging for the user
- c. Better use of graphic images and photos to replace current heavy copy-driven sections
- d. Informative and interactive
- e. Quick to load and operate on all major platforms
- f. Look and feel compatibility between site and email newsletters in design and content
- g. Ability to handle various types of content (PDFs, images, videos, documents, etc.)
- h. Partition parts of the website for secure areas available to staff but not the public (password protected)
- i. Powerful site search capabilities (including content in PDF files)
- j. Intuitive content management system
- k. Ability for staff to easily upload, modify and self-edit
- l. Integration/aggregation of statistics across all platforms (website, social media, email newsletters)
- m. Incorporate the existing recycling databases
- n. Ongoing reporting functions for reporting and capturing analytics of the site
- o. ADA compliance

### **THE REQUEST FOR PROPOSALS PROCESS**

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. RecycleWorks, which is a part 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. A contract may be written for phase one or two or both, phase two can be extended for two consecutive years.

### **SECTION II - RFP PROCEDURE**

This section describes the general RFP procedure used by RecycleWorks, 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 5, 2015
2. Deadline to Submit Written Questions by 4:00 p.m.	May 20, 2015
3. Release of Responses to Written Questions	May 27, 2015
<b>4. Proposal Deadline – Proposals Must be <u>RECEIVED</u> by 4:00 p.m. (PST) on this date</b>	<b>June 12, 2015</b>
<b>5. Potential Interviews</b>	<b>June 30, 2015</b>

#### **B. SUBMISSION OF PROPOSALS**

**Proposal:** One (1) original, two (2) copies and one (1) electronic copy must be received and date stamped to RecycleWorks no later than **4:00 p.m. on June 12, 2015** 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 RecycleWorks, although RecycleWorks 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 RecycleWorks. RecycleWorks 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 RecycleWorks.

All proposals must be delivered as required by Section V.A., below, to:

**Attn: Lillian Clark**  
County of San Mateo  
Department of Public Works  
555 County Center - 5<sup>th</sup> Floor  
Redwood City, CA 94063-1665

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

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

### **D. PROPOSAL EVALUATION**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, RecycleWorks may require a proposer's representative to answer specific questions orally and/or in writing. RecycleWorks may also require a visit to the proposer's offices, other field visits or observations by

RecycleWorks 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 Director of the Office of Sustainability by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. Execution of an agreement has been tentatively scheduled for July 2015.

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. Timeline
4. Customer service
5. History of successfully managing other contracts with public or private agencies
6. Ability to meet any required timelines or other requirements
7. Claims and violations against you or your organization
8. Cost to RecycleWorks for the primary services described by this RFP
9. Cooperative purchasing options (if any) and cost of possible additional services
10. References
11. Compliance with County RFP & contractual requirements

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

Note that the County reserves the right to evaluate proposals solely based on each vendor's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by RecycleWorks. 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. RecycleWorks is a Resource Conservation program and it would prefer if proposers kept their responses to a minimum.

RecycleWorks reserves the right to select vendors other than those with proposals representing the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of RecycleWorks are served by doing so.

## **E. PROPOSAL RECOMMENDATION**

The Evaluation Committee will recommend a provider or providers to the Director of the Office of Sustainability or may recommend that the proposals be rejected. The Director of the Office of Sustainability will then make its own decision as to whether to accept or reject the Evaluations Committee's recommendations. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the

independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider in working to finalize an agreement in relation to the proposer's response.

## **F. NOTICE TO PROPOSERS**

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

## **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 Director of the Office of Sustainability 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 title and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

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

**Attn: Lillian Clark**  
County of San Mateo  
County Manager's Office, Office of Sustainability  
c/o: Department of Public Works (RecycleWorks Section)  
555 County Center - 5<sup>th</sup> Floor  
Redwood City, CA 94063

## **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 RecycleWorks' 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 RecycleWorks or otherwise reimbursed by the County.
4. **Proposal Becomes County Property.** The RFP and all materials submitted in response to this RFP will become the property of the County.
5. **Questions and Response Process.** Submit all questions relating to this RFP to [info@RecycleWorks.org](mailto:info@RecycleWorks.org). Subject line: "Proposal - Website Search Engine Optimization" or "Proposal - Website Redesign"

All questions must be received no later than 4:00 p.m. on Wednesday, May 20, 2015. All questions and answers will be posted on the Department of Public Works (Department) webpage <http://publicworks.smcgov.org/projects-out-bid>.

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

If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website. It is the responsibility of each proposer to check the website listed above for changes and/or clarifications to the RFP prior to submitting a response, and a proposer's failure to do so will not provide a ground for protest. All responses to questions will be posted on the Department of Public Works (Department) webpage <http://publicworks.smcgov.org/projects-out-bid>.

6. **Conducting an Information Conference.** An information conference is a meeting held prior to the RFP deadline to answer questions that the potential contractor might have about the contract and the contract process. Holding this type of meeting is optional. If a meeting is held, attendance should not be mandatory. If RecycleWorks elects to hold an information conference, minutes need to be written up and made available to interested parties including potential contractors that were unable to attend the meeting.
7. **Alteration of Terms and Clarifications.** No alteration or variations of the terms of this RFP are valid unless made or confirmed in writing by the Department. 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 RecycleWorks of such error in writing and request modification or clarification of the document. If a proposer fails to notify RecycleWorks of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

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

8. **Selection of Vendor(s).** The selection of a vendor will be memorialized in the form of a "County Agreement with Independent Contractor" (see the sample template at Section VI, Enclosure 2 below), authorized by a resolution of the Director of the Office of Sustainability, if required, and signed by both parties.

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

Once a vendor is selected, the Agreement with that vendor must still be negotiated and submitted to the Director of the Office of Sustainability for approval, and there is no contractual agreement between the

selected vendor unless and until the Director of the Office of Sustainability accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Director of the Office of Sustainability.

9. **Equal Benefits.** With respect to the provision on employee benefits, the Contractor/vendor must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse. See Section VI, Enclosure 2 Standard County Agreement.
10. **Jury Duty.** The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy 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 deduct from the employee's regular pay the fees received for jury service. See Section VI, Enclosure 2 Standard County Agreement Enclosure. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing RecycleWorks with written confirmation of the fact that (1) it has no such employees and (2) its policy is to comply with the jury duty pay ordinance with respect to any future qualifying employees.
11. **Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintains a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.
12. **Incomplete Proposals Maybe Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.
13. **Contact with County/RecycleWorks Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

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

14. **Group Purchasing Organization Participation.** Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered a viable vendor for the listed services. The County reserves the right to use a GPO vendor if doing so is in the County's best interest,

as determined solely by RecycleWorks, even if that vendor does not submit a proposal in response to this RFP.

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

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

## **SECTION IV – SCOPE OF WORK**

This proposal is a two phase project. Proposers have the opportunity to bid on both phases of the project or just A or B.

- A. Phase One: Search Engine Optimization and Website Analysis of existing RecycleWorks.org site
- B. Phase Two: The RecycleWorks.org Website Redesign and Reporting Functions

### **Description of the Two Phases:**

#### **A. Phase One: Search Engine Optimization Report and Website Analysis**

RecycleWorks would like to have increased search engine traffic to www.RecycleWorks.org from San Mateo County residents and businesses. In order to do this, RecycleWorks needs to understand the current users, and the pages they visit or download from www.RecycleWorks.org. According to the website's host, the current site contains 2,900 pages that may or may not be transferred and uploaded into the new site. Analysis of the current site and better understanding of the user will help determine which current pages on the existing site are most useful and should be migrated to the new site.

The proposer for Phase One shall include the following in their Proposal:

- a. Provide the details/descriptions for conducting a search engine optimization of the current site which can be done using tools such as Google Analytics, Woorank, Alexa, Compete, Piwik, CrazyEgg, Optimizely, KISSinsights, Clicktale, or Wordstream or a combination of them to provide information on unique visitors, returning visitors, traffic sources, bounce rate, average time on site, top content pages, key words, age demographic, number of sites that link to www.RecycleWorks.org, top search queries that led to our site, upstream and downstream sites.
- b. Provide the details and descriptions of the report that would be created summarizing current analytics of the site to determine the current usage of the site (most visited pages, most downloaded graphics, most popular section of the current site, as listed above) any demographical information, length of time on the site, key word search etc.
- c. Describe what process would be used to determine types and placement of back links and cross links from external sites back to ours including their directories.
- d. Provide a recommendation(s) for the new site, what's current with websites and pages, how the site would/should integrate with current platforms (tablet, phone, desktops).
- e. Provide a timeline for conducting the analysis to get a thorough understanding of the current

<http://www.RecycleWorks.org> user before Phase Two of the project can begin.

**B. Phase Two: Recycleworks.org Website Redesign and Reporting Functions**

Proposer shall provide the following services:

- a. Provide a work plan and timeline, for the website redesign and launch (final approval by RecycleWorks).
- b. Describe a recommended website marketing strategy for the site redesign with supporting rationale.
- c. Provide a site map of the current website. Draft site map for the redesigned website (final approval by RecycleWorks).
- d. Describe how your firm would develop, redesign and launch the website using the functions noted in the Description of the Project (page 4, 5 and 6 of this RFP).
- e. Describe how your firm would work in collaboration with RecycleWorks and its existing website contractor on migrating documents and content to the new site. Describe how your firm would incorporate a Content Management System (CMS) that will permit non-technical staff to instantly update website content on any of the website's pages.
- f. Describe the proposed training and the type of instruction manual that would be provided to RecycleWorks for the CMS.
- g. Describe how your firm would provide on-going support in updating website features, patches, updates and content, on an as needed basis.
- h. Provide a list of recommendations for site hosts of the redesigned website and security features.
- i. Describe how the redesigned site will integrate with social media sites.
- j. Describe the keyword search functions feature, calendar and various other features as noted in the Description of the Project (page 4, 5 and 6 of this RFP).
- k. Describe how customers from [www.RecycleWorks.com](http://www.RecycleWorks.com) will be redirected to [www.RecycleWorks.org](http://www.RecycleWorks.org) (both domains are registered to the County for nineteen years).
- l. Describe what experience your firm has with using ADA compliance standards for websites.
- m. Describe what functions/systems the site would have to simply translate pages into different languages if needed.
- n. Provide a detailed description to provide on-going reporting functions on the website analytics, including the tracking and measurement of customer location, what keywords rank the highest, hits, impressions, unique visitors, page visits, etc. for the County's performance tracking standards. Final reporting requirements will be determined by staff with the contractor. If external software is used, describe the software and if it can be modified to meet the needs of the program for reporting.
- o. Please describe the process that will be used to migrate the existing Recycle.org emails (host server, how many addresses will be allowed in the new site). Describe how emails will be incorporated into the new site design, tracked and routed from RecycleWorks' email addresses ([www.recycleworks.org/staff\\_directory2.html](http://www.recycleworks.org/staff_directory2.html)) to the County email addresses. Describe how your firm would reduce spam mail or bots emails to the RecycleWorks.org email recipients.

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

The proposal should be submitted in the following format:

### **A. GENERAL INSTRUCTIONS**

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

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

Submit one (1) original, two (2) copies, on recycled content paper and one (1) electronic copy as specified in Section II. B. SUBMISSION OF PROPOSALS.

### **B. COVER LETTER**

Provide a one page cover letter on your firm's 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, keep these to a minimum any unnecessary attachments waste resources and therefore will be deemed unfavorable in the selection criteria. The party submitting the materials should keep in mind the limitations on confidential information described in the aforementioned Section II. C.

### **D. TABBING OF SECTIONS**

Be sure your proposal is **properly tabbed** using the following sequential sections in your response, please keep your answers not exceeding the maximum page limits, verbose proposals will not be deemed favorably:

#### **TAB 1 Firm Qualifications and Experience (one (1) page maximum):**

- 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.
- 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 (CV) for each such individual if the resume/CV includes all the requested information. This information can also be included as attachments to your proposal.

- e. Indicate the firm's areas of specialty, preferred web host provider that the firm has established a working relationship with, and any new media experience, such as with flash movies, YouTube, podcasts, Webinars, and creating blog sites or any other social media.
- f. Provide a list of software that your firm has expertise using.

**TAB 2 Proposed Approaches (not to exceed four (4) pages or less):**

This section describes your proposed approach for meeting the services required by RecycleWorks, as listed in Section IV above. Relevant considerations include: the quality and feasibility of your approach for 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. Please attach a project plan, and timeline for one or both phases.
- b. Identify how you will meet all other aspects of the scope of work and related requirements listed in Section IV, and as aforementioned in the Description of the Project (page 4, 5 and 6). Please separate your responses for each of the two phases. Describe the measurements/metrics/deliverables/assessments that you will provide on an annual basis to allow RecycleWorks to assess the services you will provide for website maintenance and monitoring.

**TAB 3 Website search engine optimization, design or redesign (two (2) pages or less):**

**Search Engine Optimization, please describe the following:**

- a. Which search engine optimization tools will be used to determine traffic/analytics of the site? Please explain the approach and rationale and software.
- b. How would your firm summarize the data to determine how to incorporate the information into suggestions for a new website? Please explain the approach and rationale.
- c. If your firm does not provide these services, please explain how this request would be addressed in this tab.

**Website Design or Redesign, please describe the following:**

- a. How will the site be built, from scratch, an existing template or a combination of both? Please explain the approach and rationale.
- b. How will the site be programmed in HTML5, or another equivalent language? Please explain the approach and rationale.
- c. How will the process of content migration from the current site to the new site take place? Will all, or only some, of the content be moved from the current site to the redesigned one? Please explain the approach and rationale.
- d. Given the volume of documents that need to be accessible on the redesigned website, does your firm recommend document management through a cloud service that could be integrated with the website? Please explain the approach and rationale.
- e. RecycleWorks would like to launch the redesigned website by April/May, 2016. Please explain how the project implementation schedules will be managed. How will bottlenecks and delays be

handled, if they arise.

- f. RecycleWorks is interested in having translation capabilities for the redesigned website. In addition to English, Spanish, Chinese and Tagalog are all prominent languages spoken in our community. Would this need to be done simultaneously, or could/should it be done after the initial launch of the English version? Please explain the approach and rationale. Please also specify time and cost considerations.
- g. Which web hosting capabilities would be recommended for the redesigned website – using a dedicated, Virtual Private Service, or exclusive shared hosting? Please explain rationale and approach.
- h. Once the site redesign is completed and launched, RecycleWorks will require continued Search Engine Optimization (SEO) capabilities. Will it be included in the project costs, or will it be an additional cost? If it is an additional cost, please itemize the costs in the Detailed Fees, Section VI, Enclosure 6, of your proposal.
- i. Please detail any services your firm is not able to provide that were mentioned in either the Description of the Project, Scope of Project or SECTION IV – SCOPE OF WORK, please use the Section (I, II...) and item (1.a, b...) to detail your explanation.
- j. If your firm does not directly provide a scope of service, please explain in this tab.

**TAB 4 Customer Service, please describe (one page):**

- a. How will your services meet the needs of RecycleWorks and the users/customers in San Mateo County?
- b. In the event of a routine problem, who will be the direct point of contact within your organization?
- c. In the event of the identification of a problem by RecycleWorks, its users, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.
- d. If you chose another host for the site please provide the information regarding the company and the process they would use to reduce website intrusions (monitor the site)?
- e. If the site security has been compromised, what would be the process for your firm and the host site to get the problem addressed? Who is responsible for notifying RecycleWorks staff? What is the timeline for resolution?

**TAB 5 Website-Specific Requirements, please describe: (two pages):**

- a. Provide a guaranteed response time for corrections and simple changes to the existing site. For information regarding changes of a more substantial magnitude, please explain the process and the timeline to complete the work.
- b. Provide a proposed idea to attract/engage the 18 to 30 year-old age group in San Mateo County to the RecycleWorks website in one page, or less.
- c. Provide an explanation of recommended methods to adapt the website for optimal use on portable electronic devices, such as cell/smart phones and tablet devices. Security capabilities to avoid spam, and reduce website hacking.
- d. In a paragraph, provide one/two minor changes to the existing RecycleWorks website that your firm would suggest updating.

- e. If selected, the site redesign should incorporate providing a minimum of three (3) unique concepts.

**TAB 6 Claims and Violations Against Your Organization:**

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

**TAB 7 Detailed Fees (Enclosure 6):**

Fees must be detailed according to the format found in **Detailed Fees Enclosure 6**. If you feel your fees require additional explanation please attach another page to the Enclosure 6 document. A maximum two (2) page proposed budget shall provide the specific hours and costs for each project task and shall delineate the staff responsible for each and whether they will be done in-house or by sub-consultants. The costs for the website redesign should incorporate providing a minimum of three (3) unique concepts. All additional costs and contingency must be clearly delineated in your Detailed Fees.

**TAB 8 Cooperative Purchasing and Cost of Possible Additional Services (one paragraph):**

- 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. Please list the proposed costs for such services.

**TAB 9 References (one page):**

- a. Provide at least three (3) examples of websites (listing website addresses) that you have optimized or designed for other public agencies, non-profits or environmental organizations. Please include names and phone numbers of these references.
- b. Provide a list of more than one company's or agency's website that you or your firm has maintained for longer than an 18 month period of time. Please include names and phone numbers of references for these accounts.
- c. Provide any other relevant information about the projects completed by your firm that could be of interest in RecycleWorks' review of your firm's qualifications. Additional references can added as an attachment to your proposal.

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

A sample of Enclosure 2 - the Standard County Agreement (Exhibit A) is enclosed in this RFP. Each proposal **must include a statement of the proposer's commitment** and ability to comply with each of the terms of the County's standard contract, as found in Enclosures 1-7 including but not limited to the following:

- The County non-discrimination policy;
- The County equal employment opportunity requirements;
- County requirements regarding employee benefits;
- The County Jury Duty ordinance;
- The hold harmless provision;
- County insurance requirements; 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 County of any objections to any terms in the County's contract template (Enclosure 2) and provide an explanation for the inability to comply with the required term(s). If no objections are stated, County will assume the proposer is prepared to sign the County contract as-is.

**PLEASE NOTE: The sample standard contract enclosed in this RFP is a template and does not constitute the final agreement to be prepared for the vendor that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, RecycleWorks 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 and include a statement of the proposer's commitment to comply with the provisions or note limitations. A completed Enclosure 6-Detailed Fees is required with your submission.**

**Tab 11 Any additional relevant information you may want to include in your proposal.**

## **SECTION VI - ENCLOSURES**

- Enclosure 1. Contractor's Declaration Form
- Enclosure 2. Standard County Agreement – Exhibit A: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended
- Enclosure 3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements
- Enclosure 4. Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended
- Enclosure 5. Intellectual Property Rights
- Enclosure 6. Detailed Fees
- Enclosure 7. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County

## Enclosure 1 - Contractor's Declaration Form

### I. CONTRACTOR INFORMATION

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

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

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

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

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

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

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

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

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# Enclosure 2 - Standard County Agreement, Exhibit A - Agreement between the County of San Mateo and the Contractor

## COUNTY OF SAN MATEO AGREEMENT WITH INDEPENDENT CONTRACTOR

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

**Contractor Name and Address ("Contractor"):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Department:      xxx \_\_\_\_\_

Attention:         xxx \_\_\_\_\_

Address:           xxx \_\_\_\_\_

City, State, Zip:  xxx \_\_\_\_\_

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

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto for the County of San Mateo [Department/Division Name].
2. **Contract Term.** The term of this Agreement shall be from [ Date ], to [ Date ], unless terminated earlier by the County.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [Write out amount] (\$[Amount]).
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of County employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
  - Comprehensive General Liability .... \$1,000,000 (applies to all agreements)
  - Motor Vehicle Liability Insurance .... \$1,000,000 (to be checked if motor vehicle used in performing services)
  - Professional Liability..... \$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.
9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically give County the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The County Purchasing Agent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **Non-Discrimination.** No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information. Contractor shall ensure full compliance with federal, state, and local laws, directives, and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. Contractor shall comply fully with the non-discrimination requirements of 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

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

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

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

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

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

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

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

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

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

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

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

18. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between County and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.

19. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

20. **Jury Duty Requirements.** Contractor agrees that if this Agreement is amended to a total value exceeding one hundred thousand dollars (\$100,000.00), Contractor shall comply with Chapter 2.85 of the County's Ordinance Code.

21. **Electronic Signature.** If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

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

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

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

– Signatures Follow on Next Page –

For Contractor:

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

\_\_\_\_\_  
Date

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

For County:

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

\_\_\_\_\_  
Contract Requestor Signature  
County of San Mateo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Requestor Name (please  
print)  
County of San Mateo

\_\_\_\_\_  
Contract Requestor Title (please print)

\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or Designee)  
County of San Mateo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or Designee)  
County of San Mateo

\_\_\_\_\_  
Purchasing Agent Title (please print)

---

Budget Unit

Distribution: 1 copy to each: Purchasing Agent, Controller, and Contractor

(Revised 7/26/13)

**Exhibit A - Agreement between the County of San Mateo and [Contractor Name]**

**1. Description of Services to be Performed by the Contractor**

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

[insert text]

**2. Amount and Method of Payment**

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

[insert text]

## **Enclosure 3 - Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements**

### **DEFINITIONS**

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

- a. ***Designated Record Set.*** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. ***Electronic Protected Health Information.*** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. ***Individual.*** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. ***Privacy Rule.*** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. ***Protected Health Information.*** "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by the Contractor from or on behalf of the County.
- f. ***Required By Law.*** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. ***Secretary.*** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. ***Security Incident.*** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.
- i. ***Security Rule.*** "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

### **OBLIGATIONS AND ACTIVITES OF CONTRACTOR**

- a. The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. The Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Agreement.
- d. The Contractor agrees to report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.

- f. If the Contractor has protected health information in a designated record set, the Contractor agrees to provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under Section 164.524.
- g. If the Contractor has protected health information in a designated record set, the Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of the County or an Individual, and in the time and manner designed by the County.
- h. The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. The Contractor agrees to provide to the County or an Individual in the time and manner designated by the County, information collected in accordance with Section (i) of this Schedule, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that the Contractor creates, receives, maintains, or transmits on behalf of the County.
- l. The Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. The Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. The Contractor shall report to the County any Security Incident within 5 business days of becoming aware of such incident.
- o. The Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at the County's request, to the County for purposes of the Secretary determining the County's compliance with the HIPAA privacy and security regulations.

### **PERMITTED USES AND DISCLOSURES BY THE CONTRACTOR**

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

### **OBLIGATIONS OF THE COUNTY**

- a. The County shall provide the Contractor with the notice of privacy practices that the County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. The County shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.
- c. The County shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### **PERMISSIBLE REQUESTS BY COUNTY**

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

#### **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, the Contractor shall return or destroy all Protected Health Information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.
- b. In the event that the Contractor determines that returning or destroying Protected Health Information is infeasible, the Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible; the Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protection Health Information.

#### **MISCELLANEOUS**

- a. Regulatory References. A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of the Contractor under this Schedule shall survive the termination of the Agreement.
- d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits the County to comply with the Privacy Rule.
- e. Reservation of Right to Monitor Activities. The County reserves the right to monitor the security policies and procedures of the Contractor.

## Enclosure 4 - Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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

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

The Contractor(s): (Check a or b)

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

**Name of 504 Person:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

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

**Signature:**

**Title of Authorized Official:**

**Date:**

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

## Enclosure 5 - Intellectual Property Rights

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1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by the Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. The Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. The Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. The Contractor shall cooperate and cause subcontractors to cooperate in perfecting the County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, the Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of the Contractor to perfect the County’s titles, rights or interests in any Work Product, the Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. The Contractor agrees that before commencement of any subcontract work it will incorporate this **Enclosure 5** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

## Enclosure 6 - Detailed Fees

### Amount and Method of Payment,

A. Cost for **Phase One: Search Engine Optimization Analytics Report**

Costs: \_\_\_\_\_

Will include: \_\_\_\_\_

B. Cost for **Phase Two: Website Redesign and Reporting Functions**

Costs: \_\_\_\_\_

Will include: \_\_\_\_\_

**Contractor Fees:** Costs for a one-year contract term with the option for two, one-year extensions for on-going routine maintenance, Search Engine Optimization, Host Fees, website maintenance and page updates as needed.

A. **Quarterly Search Engine Optimization for the new site**

Costs: \_\_\_\_\_

Will include: \_\_\_\_\_

B. **Website Host Fees**

Costs: \_\_\_\_\_

Will include: \_\_\_\_\_

C. **Website maintenance, updates, patches and Service Costs:**

Costs: \_\_\_\_\_

Will include: \_\_\_\_\_

Additional Costs not mentioned above:

#### **Description**

#### **Costs**

Hourly rate for Website page edits and uploads (not included above)	\$ _____
Hourly rate for extensive Website Maintenance and Support (not included above)	\$ _____
Hourly rate for Database Management (not included above)	\$ _____
Hourly rate for New Web Page Design (not included above)	\$ _____
Hourly rate for Project Management (not included above)	\$ _____
Hourly rate for On-Site Trainings/Meetings	\$ _____
Any additional Fees:	\$ _____
Any additional fees include:	_____

D. **Limitations and payment withholding**

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

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

G. Payment will be made by the County within thirty days of receipt of a written itemized invoice by the Office of Sustainability Accounting Department.

H. The Contractor's invoice shall include the Agreement number.

## **Enclosure 7 - Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County**

The following lists the text of Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County (as of March 2012), available on-line at <http://library.municode.com/index.aspx?clientId=16029> . Anyone responding to the Request for Proposals is provided is advised to check on-line for updates to the Ordinance Code. It is a contractor or responding party's obligation to obtain the current version of these ordinances.

### **Chapter 2.84 - CONTRACTS-EQUAL BENEFITS**

#### **Sections:**

**2.84.010 - Definitions.**

**2.84.020 - Discrimination in the provision of benefits prohibited.**

**2.84.030 - Application of chapter.**

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

**2.84.050 - Date of application.**

#### **2.84.010 - Definitions.**

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- (b) "Contractor" means a party who enters into a contract with the County.
- (c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- (d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
- (e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

*(Ord. 4324, 08/15/06)*

#### **2.84.020 - Discrimination in the provision of benefits prohibited.**

- (a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
  2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.
- (b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:
1. Award of a contract or amendment is necessary to respond to an emergency;
  2. The contractor is a sole source;
  3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
  4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
  5. The County is purchasing through a cooperative or joint purchasing agreement.
- (c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.
- (d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.
- (e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

*(Ord. 4324, 08/15/06)*

**2.84.030 - Application of chapter.**

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

*(Ord. 4324, 08/15/06)*

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

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

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;
- (b) Receive notification from employees of contractors regarding violations of this chapter;
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
  - 1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years,
  - 2. Contractual remedies, including, but not limited to termination of contract, and
  - 3. Liquidated damages in the amount of \$2,500;
- (d) Examine contractors' benefit programs covered by this chapter;
- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of noncompliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

*(Ord. 4324, 08/15/06)*

**2.84.050 - Date of application.**

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

*(Ord. 4324, 08/15/06)*

**Chapter 2.85 - CONTRACTOR EMPLOYEE JURY SERVICE**

**Sections:**

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

**2.85.010 - Definitions.**

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time.

*(Ord. 4324, 08/15/06)*

**2.85.020 - Contractor jury service policy.**

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employee's deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees' regular pay the fees received for jury service.
- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
  - 1. Award of a contract or amendment is necessary to respond to an emergency;
  - 2. The contractor is a sole source;
  - 3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
  - 4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
  - 5. The County is purchasing through a cooperative or joint purchasing agreement.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.
- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.

(f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter.

*(Ord. 4324, 08/15/06)*

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

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

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;
- (b) Receive notification from employees of contractors regarding violations of this chapter;
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
  1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and
  2. Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;
- (e) Allow for remedial action after a finding of noncompliance;
- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

*(Ord. 4324, 08/15/06)*

**2.85.040 - Date of application.**

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

*(Ord. 4324, 08/15/06)*

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