



Community Technology Alliance

REQUEST FOR PROPOSALS

Help Management Information System

ISSUED BY: COMMUNITY TECHNOLOGY ALLIANCE (CTA)

Release Date: February 6, 2015

Due Date: March 2, 2015 at 12:00pm

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RFP Instructions

Project Title: HELP MANAGEMENT INFORMATION SYSTEM (HMIS)

Respondent Eligibility: Project procurement is open to those entities that meet the minimum criteria stated herein.

Phase I Instructions

1. Please thoroughly read all RFP materials, including:
 - a. This RFP workbook
 - b. *Exhibit A: Evaluation Criteria*
 - c. *Forms A-E*
 - d. *Exhibit B: County of Santa Clara Draft Services Agreement*
2. Certifications and Assurances
 - a. Print *Form A: Bid Document Checklist and Certification* from this workbook
 - b. The individual within the organization authorized to bind the Respondent to the offer must read and sign the Certifications and Assurances
 - c. Re-scan *Form A: Bid Document Checklist and Certification* in color into PDF format and submit electronically
3. Complete and submit electronically:
 - a. *Form B: Basic Business Information Form*
 - b. *Form C: Experience and Team Composition Form*
 - c. *Form D: Client References Form*
 - d. *Form E: Proposal Description Form*
4. Electronically submit the following documents:
 - a. A copy of Respondent's organizational chart
 - b. A clear schedule of costs and/or fees
 - c. Any additional documents relevant to reviewer's evaluation of the bid (See "Suggested Documents" list on *Form A: Bid Document Checklist and Certification*)

Phase I Evaluation Process

Upon receipt, complete Proposals will be reviewed to ensure compliance with the minimum criteria set forth in *Exhibit A: Evaluation Criteria*. Respondents who do not meet these minimum criteria will be rejected as non-responsive and will not receive further consideration. Any Proposal that is rejected as non-responsive will not be evaluated or scored.

A review panel will review submitted materials from each qualifying Proposal and assign each Proposal an initial score based on the evaluation criteria set forth in this RFP (see *Exhibit A: Evaluation Criteria*). Evaluation criteria will be scored by the review panel based on the following rubric:

Evaluation Criteria	Point Breakdown
Experience	5
Regulatory Compliance	10
User Experience	15
Security and Privacy	10
Data Sharing, Import and Export	15
Performance Measurement, Data Analysis and Reporting	25
Support, Training and Customer Service	15
Alignment with Local Policies, Priorities and Strategic Plan	5

The three (3) highest scoring Proposals based on this initial review will move to Phase II and be invited to schedule oral interviews and software demonstrations.

Phase II Instructions

The top three (3) highest scoring Proposals from Phase I will be invited to participate in Phase II. These respondents will be asked to schedule a series of two oral interviews and software demonstrations: one session with agency administrators and a second with the RFP review panel. The RFP review panel will consider feedback from agency administrators in their evaluation of each proposal.

Phase II Evaluation Process

Upon completion of the oral interview and software demonstrations with each Phase II Respondent, the RFP review panel will meet to review and evaluate each Proposal in its entirety. Proposals will be evaluated and scored against the evaluation criteria set forth in *Exhibit A: Evaluation Criteria*. Evaluation criteria will be scored by the review panel based on the following rubric:

Evaluation Criteria	Point Breakdown
Experience	5
Regulatory Compliance	10
User Experience	15
Security and Privacy	10
Data Sharing, Import and Export	15
Performance Measurement, Data Analysis and Reporting	25
Support, Training and Customer Service	15
Alignment with Local Policies, Priorities and Strategic Plan	5

RFP Coordinator

CTA is partnering with HomeBase to manage Respondent RFP submissions and serve as the RFP Coordinator. The RFP Coordinator is the sole point of contact for this procurement. Upon receipt of this RFP all communication will be between the Respondent and the RFP Coordinator as follows:

Eli Hamilton
HomeBase, The Center for Common Concerns
870 Market Street, Suite 1228
San Francisco, CA 94102
Phone: 415-788-7891 ext. 300
Fax: 415-788-7965
Email: santaclarahmisrfp@homebaseccc.org

Any other communication will be considered unofficial and non-binding on CTA. Respondents are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Respondent.

Electronic Submission

The RFP Coordinator must receive Respondent's Proposal no later than March 2, 2015 at 12:00pm.

Proposals must be submitted electronically via email as an attachment to the RFP Coordinator, at the email address listed above. Forms A-E shall be in 2007 or later versions of Adobe PDF. All other attachments may be in 2007 or later versions of MS Word, MS Excel or Adobe PDF.

CTA and HomeBase do not assume responsibility for problems with Respondent's email or documentation software. If HomeBase's email is not working, appropriate allowances will be made.

Respondents should allow sufficient time to ensure timely receipt of the Proposal by the RFP Coordinator. Late Proposals will not be accepted and will be automatically disqualified from further consideration, unless HomeBase email is found to be at fault. All Proposals and any accompanying documentation become the property of CTA and will not be returned.

Background and Definitions

Purpose

The purpose of this RFP is to secure software as a service for Santa Clara County Continuum of Care's (CoC) Help Management Information System (HMIS) needs. Currently, CTA is the HMIS Lead agency in the CoC responsible for providing Data Management and Decision Support Services to support the community's shared vision of ending and preventing homelessness in Santa Clara County. CTA provides data management by supporting the HMIS technical infrastructure and operations. CTA also provides decision support to the CoC's partners. In 2014, the CoC Board designated the County of Santa Clara's Office of Supportive Housing as HMIS Lead agency. As such, CTA and the County of Santa Clara are in process of transferring the role of HMIS Lead and all its related duties. The Respondent who is awarded this contract should be aware that the Respondent will enter into contract with the County of Santa Clara and not CTA.

With this RFP CTA, in collaboration with the CoC, means to select software as a service solution for reporting, data integration, HMIS and data collection and select technical services and a support plan to address program defects and enhancements.

Definitions

Definitions for the purposes of this RFP include:

Community Technology Alliance (CTA) – currently the HMIS Lead agency of the Santa Clara County CoC; organization that is issuing this RFP

Contractor – Individual or company whose Proposal has been accepted by CTA and is awarded a fully executed, written contract

Data Integration - Transmission of and acceptance of transmitted data from other HMIS software programs according to the specifications for XML Schema on the HUD Exchange website

Help Management Information System (HMIS) – A locally driven, federally and state mandated data collection system that allows for the unique identification and reporting of persons experiencing homelessness across a regional housing assistance network of private, nonprofit, and public entities. HMIS must conform to the published standards and any updated standards on the HUD Exchange website. (aka Homeless Management Information System)

HUD Exchange - The website used by US Department of Housing and Urban Development (HUD) to issue all mandates and notices regarding HMIS

County of Santa Clara, Office of Supportive Housing - County office responsible for increasing the supply of housing and supportive housing that is affordable and available to extremely low income and/or special needs households. It serves as the Collaborative Applicant for the Santa Clara County CoC.

Proposal – A formal offer submitted in response to this solicitation

Request for Proposals (RFP) - Formal procurement document in which services needed are identified and firms are invited to submit their Proposals to provide the services and their hourly rates

Respondent – individual, company or firm submitting a Proposal to attain a contract with County of Santa Clara, Office of Supportive Housing

Scope of Current County HMIS by CoC

CTA provides the following for information purposes only. All counts are from calendar year 2014 unless otherwise noted.

Scope of Current County HMIS	
No. of new Service Point Licenses	132
No. of Active Users	543
No. of Active Agencies	43
No. of Service Projects	430
No. of Service Transactions	826,156
No. of Project Enrollments	84,220
No. of Active Clients	71,958

Estimated Schedule

CTA reserves the right to revise the below schedule at any time and without notice to the respondents.

ACTIVITY	DATE
RFP Released	February 6, 2015
Question and Answer Period	February 6-27 2015
Proposals Due	March 2, 2015 at Noon
Phase I Proposal Review	March 2, 2015
Phase II Invitations Issued	March 3-5, 2015
Phase II Respondent's Presentations to CoC Agency Admins & Stakeholders	March 16, 2015
Phase II Respondent's Presentations to RFP Review Panel	March 17, 2015
RFP Review Panel Final Evaluation	March 18, 2015
Announcement of apparent successful and unsuccessful Phase II Respondents	March 20, 2015
Protests Due	March 27 at Noon
Protests Reviewed	March 27 and 29 2015
Contract Negotiation begins with apparent successful vendor	March 31, 2015

Information for Respondents

Revisions To The RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on CTA's website - <http://www.ctagroup.org/scc-hmis-rfp-2015/>.

Relevant for this purpose, all questions and answers generate during the Question and Answer Period and any other pertinent information shall be provided as an addendum to the RFP and will be placed on CTA's website - <http://www.ctagroup.org/scc-hmis-rfp-2015/>. If you downloaded this RFP from the CTA website, you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda. CTA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

Acceptance Period

Proposals must provide 180 days for acceptance by CTA from the due date for receipt of Proposals. As previously noted in this RFP, the County of Santa Clara CoC is transitioning the role of HMIS Lead from CTA to Office of Supportive Housing. As such, Proposals must also provide for acceptance by the County of Santa Clara, Office of Supportive Housing.

Complaint Process

Respondent may submit a complaint to CTA based on any of following:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring process is unfair; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

A complaint may be submitted to CTA at any time prior to 5 days before the bid response deadline. The complaint must meet the following requirements:

- The complaint must be in writing;
- The complaint must be sent to the RFP coordinator in a timely manner;
- The complaint should clearly articulate the basis for the complaint; and
- The complaint should include a proposed remedy.

The RFP Coordinator will respond to the complaint in writing. The CEO of CTA will be notified of all complaints and will be provided a copy of CTA's response. The complaint may not be raised again during the protest period. CTA'S action or inaction in response to the complaint will be final. There will be no appeal process.

Responsiveness

All Proposals will be reviewed by the RFP Coordinator to verify compliance with administrative requirements and instructions specified in this RFP. Incomplete Proposals and/or Respondents who fail to comply with requests from the RFP Coordinator in a timely manner will be rejected from consideration as non-responsive.

CTA reserves the right, however, at its sole discretion to waive minor administrative irregularities.

Most Favorable Terms

CTA reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms that the Respondent can propose. CTA does reserve the right to contact a Respondent for clarification of its Proposal. The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Respondent's Proposal. It is understood that the Proposal will become a part of the official procurement file on this matter without obligation to CTA.

Services Agreement

The apparent successful vendor will be expected to enter into contract negotiations with the County of Santa Clara, Office of Supportive Housing. Attached (*Exhibit B*) in draft is the County of Santa Clara's standard Services Agreement for review by prospective Respondents. Respondents are not required to submit a signed copy of the County's Services Agreement with their proposal, but are merely directed to review the Services Agreement to ensure that all Respondents understand the County's Services Agreement requirements. Any exceptions by the apparent successful vendor to the County's Services Agreement will be considered at the time of contract negotiations.

In no event is a Respondent to submit its own standard contract terms and conditions in response to this solicitation.

It is anticipated the first deliverable under the contract will be a scoping plan, which will define the specific services to be provided by the Contractor based upon agreement between County of Santa Clara, Office of Supportive Housing and the Contractor.

Insurance Requirements

Respondents are directed to review the County's insurance requirements as detailed in the attached draft Services Agreement (Section VII). Respondents are not required to submit a completed insurance requirements form with their proposal, but are merely directed to review the insurance requirements to ensure that all Respondents understand the County's insurance requirements. Any exceptions by the apparent successful vendor to the County's insurance requirements will be considered at the time of contract negotiations.

Costs To Propose

CTA and the County of Santa Clara, Office of Supportive Housing will not be liable for any costs incurred by the Respondent in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

No Obligation To Contract

This RFP does not obligate the County of Santa Clara, Office of Supportive Housing to contract for services specified herein.

Rejection of Proposals

CTA reserves the right at its sole discretion to reject any and all Proposals received, without penalty, and not to issue a contract as a result of this RFP.

Evaluation and Contract Award

Evaluation Procedure

Respondent Proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued.

Clarification of Proposal

The RFP Coordinator may contact the Respondent for clarification of any portion of the Respondent's Proposal.

Notification To Proposers

Respondents whose Proposals have not been selected for further negotiation or award will be notified by email.

Protest Procedure

This procedure is available to Respondents who submitted a response to this solicitation document. The Respondent is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted via email to the RFP Coordinator.

Respondents protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Respondents under this procurement.

The protest of an award must be in writing. The following must be written on the cover of the protest: "Protest Relating to CTA: Help Management Information System" The written protest must be emailed, faxed, or mailed to the following address:

Eli Hamilton
HomeBase, The Center for Common Concerns
870 Market Street, Suite 1228
San Francisco, CA 94102
Phone: 415-788-7891 ext. 300
Fax: 415-788-7965
Email: santaclarahmisrfp@homebaseccc.org

The RFP Coordinator must receive all protests within three (3) business days after the announcement of the apparent successful vendor. Any protests received after this time will not be considered.

The written protest must contain the following information: (1) the name, street address, electronic mail address, telephone, and fax number of the protesting party ("Protester"); (2) signature of the Protester or its representative; (3) clearly stated grounds for the protest as set forth in the grounds for protest section below; (4) copies of any relevant documents referred to by the protest; (5) the form of relief requested; and (6) the method by which the Protester would like to receive CTA's written protest decision. The written protest *must* clearly state the grounds for the protest. Protests should be concise and logically arranged.

Protests shall be based only on one or more of the following grounds:

- The Protester believes CTA failed to follow the procedures and adhere to requirements set forth in the solicitation or any addendum thereto.
- The Protestor believes there was misconduct or impropriety by CTA officials or RFP review panel members.
- The Protester believes there was abuse of process or abuse of discretion by CTA officials or RFP review panel members.

Upon receipt of a protest, a protest review will be held by CTA. The CTA CEO, or an employee delegated by the CTA CEO who was not involved in the procurement, will consider the record and all available facts and issue a decision within two business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Respondent that submitted a Proposal, such Respondent will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold CTA'S action;
- Find only technical or harmless errors in CTA'S acquisition process and determine CTA to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide CTA options which may include:
 - Correct the errors and re-evaluate all Proposals
 - Reissue the solicitation document and begin a new process
 - Make other findings and determine other courses of action as appropriate

If CTA determines that the protest is without merit, the County of Santa Clara's Office of Supportive Housing will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

Resources

[Community Plan to End Homelessness in Santa Clara County: 2015-2020](#)

[Strategic Plan Implementation Guide - Community Plan to End Homelessness in Santa Clara County \(2015-2020\): Annual Implementation Guide for 2015](#)

[HUD Continuum of Care \(CoC\) Laws, Regulations and Notices](#)

[Homelessness Assistance - HUD Exchange](#)

[HMIS: Homeless Management Information System - HUD Exchange](#)

Exhibit A: Evaluation Criteria

Minimum Criteria

All bids must satisfy all of the following minimum threshold criteria in order to be considered:

Experience

- Minimum of three (3) years of experience designing, implementing and supporting enterprise-level databases using a software as a service (SaaS) model
- Minimum three (3) years of experience working with private, nonprofit, and public homeless service providers. Experience with healthcare, behavioral health, and substance abuse service providers—including MediCal billers—is strongly preferred
- Demonstrated success in legacy data migration (import and export), including mapping of custom fields and retired HUD data elements

Regulatory Compliance

- Respondent and product demonstrate a proven track record of full and timely compliance with all relevant federal, state, and local grant guidelines, program regulations and best practices
- Software facilitates the full and accurate collection of all HUD-mandated data elements
- Contractual commitment to ongoing compliance and support of the latest HUD data standards, HMIS regulations and national best practices

Security and Privacy

- Robust auditing and compliance monitoring functionality
- Support for two-factor authentication
- Access restrictions based on user role and/or permissions are enforced consistently throughout the software solution, including reporting, data sharing, and export features.

Core Functionality

- Software provides an intuitive and efficient workflow that minimizes the burden on data-entry staff
- Collect and report HMIS data elements in a secure, widely accessible, and easily manipulated environment
- Integrated coordinated assessment and referral module:
 - Full integration with all versions of the VI-SPDAT and prioritization tool, including the ability for local customization
 - Full integration with client records so that information is requested only once
 - Ability to view client's place in prioritization in real time
 - Notification system within HMIS that alerts staff at a service and program level that service has been referred
 - Ability to view client's VI-SPDAT score in client record
- Support for barcode and/or RFID based ID cards for high-volume check-ins (i.e. "alternate client ID")

- Robust and automated deduplication functionality to identify and prevent duplicate client entries

Data Sharing, Import, and Export

- Demonstrated commitment to building an open and flexible platform that maximizes opportunities for data integration across multiple software solutions, including a contractual commitment to support the latest XML and CSV schema defined by HUD
- Support for the batch import and export of data from non-CoC programs, and ability to easily control whether non-CoC data is included in generated reports

Performance Measurement, Data Analysis and Reporting

- A robust reporting library and/or custom reporting functionality that supports performance evaluation, compliance monitoring, and strategic planning at the program-, agency-, and system-level

Evaluation Criteria

Proposals that satisfy the minimum threshold criteria will be evaluated based on the following evaluation criteria:

Evaluation Criteria	Point Breakdown
Experience	5
Regulatory Compliance	10
User Experience	15
Security and Privacy	10
Data Sharing, Import and Export	15
Performance Measurement, Data Analysis and Reporting	25
Support, Training and Customer Service	15
Alignment with Local Policies, Priorities and Strategic Plan	5

Experience

5 Points

- Respondent is an established leader in the HMIS field with a demonstrated track record of innovation and best-of-class functionality

Regulatory Compliance

10 Points

- Respondent takes a proactive approach to regulatory compliance and implementation of national best practices

User Experience

15 Points

- Consistency in user interface and functionality – buttons, terms, functions, placement, movement, and transitions all look and work the same from any point of entry
- Intuitive and efficient user experience: information requested only once and auto-populated to other screens, information derived and inferred from other responses where possible to avoid

duplication or data incongruence; data quality controls, auditing and management tools accessible and easily manipulated

- Thorough instruction on proper use and set-up of software solution to optimize reporting accuracy and timeliness; train the trainer capacity
- Thorough and continually updated user interface documentation, including all parts of system from system administration to front-end to data integration; every screen documented in a clear, cohesive manner
- Support for tablets and/or other mobile devices

Security and Privacy

10 Points

- Software reporting designed with privacy and security controls that are supported, infinitely configurable, and easy-to-use
- Software reporting designed and supported with same security as overall solution
- Full compliance with HIPAA and other applicable local, state, and federal privacy laws and regulations
- Granular security and privacy controls based on user role and agency/program affiliation, including easy to use tools and reports to monitor compliance

Data Sharing, Import, and Export

15 Points

- Compatibility with Tableau or similar, easily manipulated visual presentation software that is available for customer use
- Ability to automate data import and export
- A standards-based API to access, insert, and update records

Performance Measurement, Data Analysis and Reporting

25 Points

- Solution includes an integrated, immediate, extensive, supported, infinitely configurable, easy-to-use, and unlimited by size or frequency of query reporting tool; includes pre-built reports for HIC, PIT, APR for both CoC and HMIS programs, AHAR, SSVF, CAPER, and compliance reports such as HOPWA
- Software and Respondent have capacity to provide report customization; timeframe and cost for customization is reasonable; rates for related professional services are clear, predictable and reasonable
- Queries of entire database are easy to build, save, and modify
- Additional detailed report of each aggregate analysis/report is standard practice as part of report development
- Ability to manage unidentified client data to ensure counts of service provided can be queried at jurisdictional levels without compromising state client confidentiality requirements (see <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=10001-11000&file=11000-11019.11>)
- Ability to deduplicate clients and households across programs, agencies, municipalities, and the CoC, as well as giving customers the ability to manage duplications for quality assurance; deduplication process is monitored for quality assurance
- Software supports public facing dashboards, widgets, etc., to link to external site

Support, Training and Customer Service

15 Points

- User Acceptance Testing (UAT) procedures around every software upgrade, patch release, feature enhancement delivery (including customized reporting), and other system change; acceptable procedures include, at a minimum, a two-week UAT period
- Technical support services to ensure ongoing bug fixes and feature enhancements exists; integrated "ticket system" for customer ticket creation; ability for user to reset own password
- Respondent operates a customer support team with clear service-level agreement including time limits on "outstanding tickets"; spec-to-production quality assurance protocols; continual improvement for customer experience based upon ongoing analysis of current experience
- Patch release timing, content, communication, customer testing, and customer acceptance are well coordinated
- Ability to add customized fields to the user profile to include things like tickets, training, and certifications
- End-user helpdesk available 24 hours a day, 7 days a week

Alignment with Local Policies, Priorities and Strategic Plan

5 Points

- Proposal demonstrates an understanding of and alignment with the *Community Plan to End Homelessness in Santa Clara County (2015-2020)* and *Strategic Plan Implementation Guide - Community Plan to End Homelessness in Santa Clara County (2015-2020): Annual Implementation Guide for 2015*
- Functionality of the proposed product and/or service package advances the goals of the *Community Plan to End Homelessness in Santa Clara County (2015-2020)*

Exhibit B: County of Santa Clara Services Agreement

Below in draft is the County of Santa Clara's standard Services Agreement including the County's Insurance Requirements for review by prospective Respondents. Respondents are not required to submit a signed copy of the County's Services Agreement with their proposal, but are merely directed to review the Services Agreement to ensure that all Respondents understand the County's Services Agreement requirements.

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. NON-DISCRIMINATION

Standard Non-Discrimination Language

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

– OR –

Alternate Non-Discrimination Language Attached As Exhibit _____, incorporated by this reference.
(Requires County Counsel Approval)

I. TERMINATION

Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

– OR –

Alternate Termination Language Attached As Exhibit _____, incorporated by this reference
(Requires County Counsel Approval).

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County responds to the CPRA request. If Contractor fails to obtain such a remedy before the County responds to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS:

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County. Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

S. COUNTY DATA

"County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

SECTION VII: INSURANCE / INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

The following standard insurance and indemnification language is attached and incorporated into this agreement:

Select...

Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:

Does the contractor have employees?

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

Select...

Owned Auto Insurance:

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

Select...

Hired Auto Insurance:

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

Select...

Non-owned Auto Insurance:

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

Select...

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.