



# ***Request for Proposals***

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*RFP for IT Plan*

***SamCERA***

***San Mateo County  
Employees  
Retirement  
Association***

June 2006

[www.SamCERA.org](http://www.SamCERA.org)

(650) 599-1234  
From outside the 650 area code  
call 1-800-339-0761

100 Marine Parkway, Suite 125  
Redwood Shores, CA 94065

## I. INTRODUCTION

The San Mateo County Employees' Retirement Association (*SamCERA*) seeks a qualified firm (**Proposer**) to develop a five-year Comprehensive Strategic Information Technology Plan. The information technology plan will serve as a high level blue print for the assessment, implementation and support of technology over the next five years.

The plan should allow *SamCERA* to understand the risks and limitations inherent in the current environment, and will offer a method of mitigating these risks and limitations over the long term. The plan will address how *SamCERA* can use technology to further its business goals, including improved member services, quality control, data security, and the efficient use of staff time. The proposal will include complete project plans for each area of study (timelines, staff, costs, etc.); these project plans will help *SamCERA* understand the amount of time, staff and costs associated with each study.

*SamCERA* will be issuing a Web Redesign RFP at the same time as the IT Plan RFP. The **Proposer** should take this into consideration, as the **Proposer** may be required to work in cooperation with the **Proposer** of the Web Redesign RFP. The Web Redesign RFP will be made available to the **Proposer** upon request if the **Proposer** does not already have a copy.

## II. SCOPE & DELIVERABLES

The technologies considered can be grouped roughly into two types: technology infrastructure and systems. The infrastructure refers to the basic "office" systems: email, network / internet access, security, file server, PCs and basic PC software. Systems are considered the larger-scale applications, such as the pension system, accounting system, *SamCERA's* website, and in the future an electronic document management system. In the information technology plan, all of the technologies will be considered, but more attention will be given to systems than infrastructure. The proposal will include a complete project plan (timelines, staff, costs, etc.)

The **Proposer** will focus on solutions that will best utilize *SamCERA's* existing staff and resources, including those resources and staff available from the County Information Services Department among other county departments.

*SamCERA's* IT Plan will encompass but not be limited to the following areas of technology:

**Infrastructure:** LAN, servers, system security, e-mail / groupware, Extranet / Intranet, website, business continuity planning / disaster recovery planning.

The successful **Proposer** will conduct a study of *SamCERA's* current infrastructure, including an evaluation of *SamCERA's* current platform (Novell/Windows), offering recommendations and determining whether a different direction might be better (i.e. going completely Microsoft Windows and abandoning Novell). This study will include an analysis of *SamCERA's* **technical dependency** on San Mateo County's technology infrastructure, such as the network connections, files, phone system, network applications, Novell,

GroupWise, and eDir, among others. In order to improve business continuance strategies, and discover ways to improve efficiencies, *SamCERA* would like to explore the technical dependencies it has with the County of San Mateo. The **Proposer** will offer recommendations on the advantages and disadvantages of the technical dependencies. The **Proposer** will recommend if *SamCERA* should pursue a strategy to become more independent, which will include recommendations on how to achieve more independence, and the **Proposer** will offer a cost/benefit analysis of increasing *SamCERA*'s independence.

**Proposer** will provide an evaluation of *SamCERA*'s **hardware lifetime recycle program** which will include recommendations on a hardware/software asset management solution.

The **Proposer** will evaluate *SamCERA*'s current **business continuity and disaster recovery** plan. The evaluation should include identifying risks and mitigation strategies that are not covered in the existing plan, and improvements on those strategies already included.

The **Proposer** will evaluate *SamCERA*'s current method of distribution of Annual Member Statements, and recommend electronic alternatives.

The **Proposer** will perform a **technology security audit**. The audit will consist of a physical evaluation, and an evaluation of the *SamCERA* LAN. The audit should provide details of risks, strategies to deal with those risks, and recommendations for improving technology security at *SamCERA*.

**Pension System Software Study:** **Proposer** will conduct a study of *SamCERA*'s current pension software (LRS Pension Gold version 1), the newer versions available from LRS, and an evaluation of competitive products available. A key component to this study will include an evaluation of web enabled products and options. The study will provide recommendations to *SamCERA* on the viability of staying with *SamCERA*'s current system, or moving to a recommended system. The study will also incorporate how *SamCERA* can better integrate the pension software with other software in use at *SamCERA*. The **Proposer** will analyze how *SamCERA* can better integrate with the County payroll system and better handle the County's health benefits for retiree's.

**Accounting Software Study:** **Proposer** will conduct a study of *SamCERA*'s current accounting software (Great Plains 7.5), the newest version available and competitive alternatives. The study should examine *SamCERA*'s current setup and offer recommendations on efficiencies, optimizations, and integration with other software in use at *SamCERA*. The **Proposer** will provide an analysis of integration possibilities with accounting systems used in the County of San Mateo. The study will provide recommendations to *SamCERA* on the viability of staying with *SamCERA*'s current system, or moving to a recommended system.

**Imaging and Electronic Document Management System (EDMS) study:** *SamCERA* is considering implementing an Imaging and EDMS system in order to reduce dependency on paper files. The **Proposer** will evaluate the need for an EDMS system at *SamCERA*, and demonstrate the efficiencies that *SamCERA* would gain from such a system. The

**Proposer** will evaluate the products that would suit *SamCERA*'s needs, including those systems available from the County of San Mateo Information Services Department and possibly other departments willing to cooperate. The **Proposer** will recommend a course of action. This study will also include the evaluation of *SamCERA*'s current workflow, and recommend a complementary application to manage *SamCERA*'s workflow processes.

*SamCERA* has a very extensive set of "**Emergency Manuals and Procedures**," stored in word documents on *SamCERA*'s file server. The **Proposer** will perform an evaluation of the structure and format currently in use and will offer recommendations on how to better manage *SamCERA*'s emergency manuals and procedures. Key considerations will include making it easier for all staff to understand, access and update the documentation. The recommendation may include a software solution that will not necessarily use the existing format and structure.

*SamCERA* also uses a shared **common drive** for all staff to save files. This common drive needs to be reorganized in order to help staff find information more intuitively. The **Proposer** will analyze the structure and organization of this common drive and offer recommendations on how to better organize and structure the common drive. The **Proposer** will also offer recommendations on alternatives ways to store and access the types of documents that staff stores in the common drive.

**Integration:** A key component of the IT Plan will be a recommendation of how to best integrate existing and new technologies that the **Proposer** recommends that *SamCERA* implement. **Proposer** will make *SamCERA* aware of any technology that can improve efficiency, accuracy, and workflow. **Proposer** will also evaluate *SamCERA*'s current hardware and recommend improvements.

**Proposer** should refer to the attached "Sample Agreement for Professional Services" for a Statement of Work for the requested services. (See I. Duties.)

### III. BACKGROUND

*SamCERA* is interested in developing a Comprehensive Strategic Information Technology Plan in order to improve efficiency, accuracy, workflow and integration of all systems. *SamCERA* will expect the IT Plan to help take advantage of new and upcoming technologies, and layout a framework that will allow *SamCERA* to adapt as it moves forward.

*SamCERA*'s current technology includes:

**Servers:**

| Function:                                                                                                                                                                                                                                                               | Operating System   | Hardware          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|
| File & Application Server <ul style="list-style-type: none"> <li>- PensionGold v1</li> <li>- Great Plains 7.5</li> <li>- GroupWise 6.5 (Secure encrypted E-Mail through the county "Tumbleweed" server)</li> <li>- Novell File Search</li> <li>- File Server</li> </ul> | Novell Netware 6.5 | Dell<br>Poweredge |

|                                                                                                                                                                |                                                            |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|----------------|
| Replica Server<br>- Nightly Replica of main File Server                                                                                                        | Novell Netware 6.5                                         | Dell Poweredge |
| Windows Server<br>- DHCP, DNS, WINS<br>- Software Installs<br>- Internal Web Server<br>- WSUS<br>- Testing new apps                                            | Windows 2003 Server                                        | Dell Poweredge |
| Backup Server<br>- File backup of Novell Server                                                                                                                | Windows 2003 Server                                        | Dell Poweredge |
| Web Member Services Web Server<br>- PensionGold web application for members (Web Member Services 1.1)<br>- IIS 5<br>- Currently only available on the Intranet | Windows 2000                                               | Dell Optiplex  |
| Fax Server<br>- Mainly used for incoming fax<br>- PDF to email<br>- Hylafax 4.2.2                                                                              | Slackware Linux 10.1<br>Kernel 2.4.29                      | Dell Optiplex  |
| Video Server<br>- Windows Media Encoder 9<br>- DirecTV Feed                                                                                                    | Windows XP<br>- Feed transmitted over private WiFi network | Dell Optiplex  |

**Desktops** are all Dell Optiplex, with a mix of Dell **laptops** with docking stations.

**Network:**

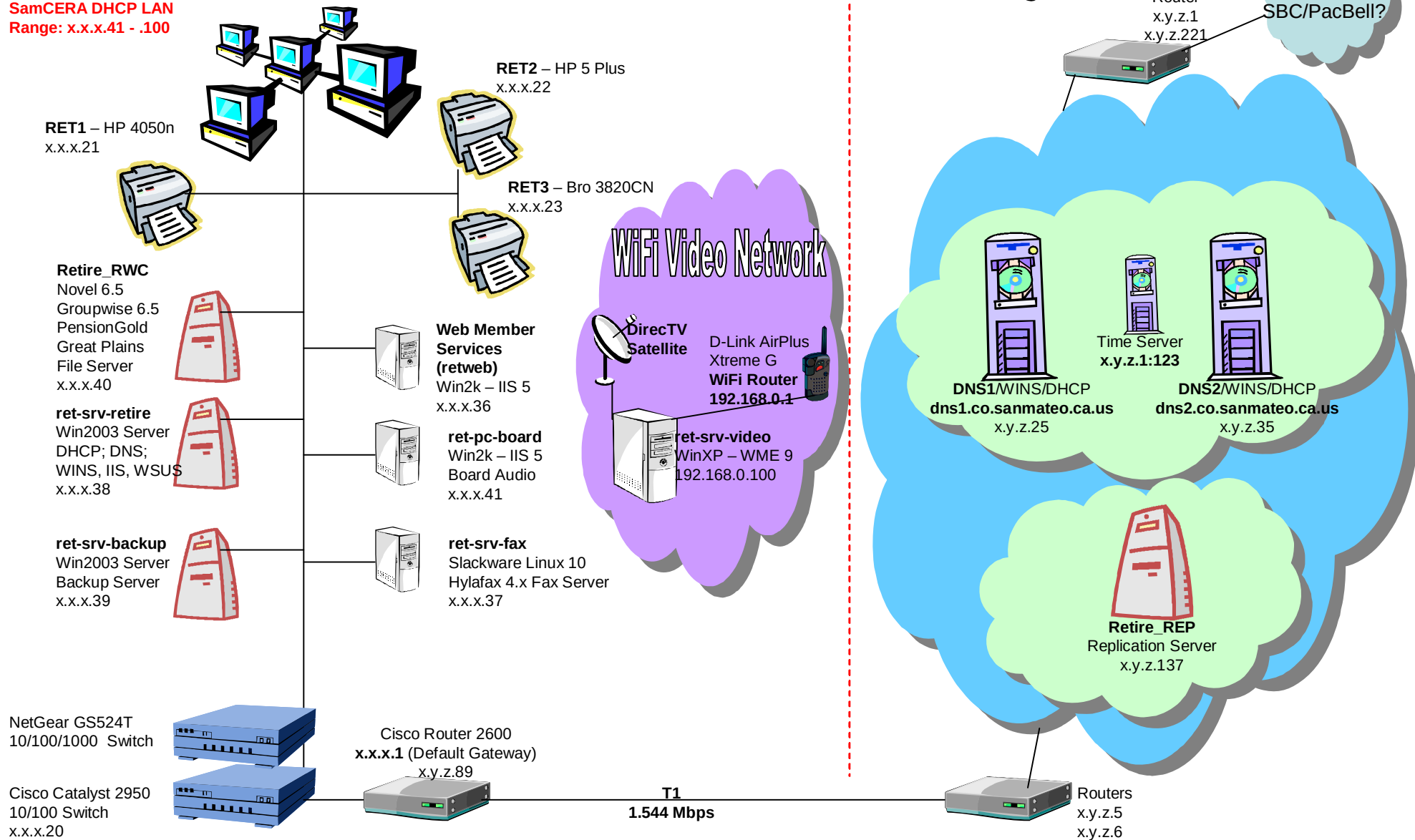
- Gigabit LAN
- A T1 (1.44Mbps) to the county network.
  - o NOTE: An upgrade to a private wireless connection is planned.
- VPN software available for remote access

# DATA NETWORK

## SamCERA Network

## County Network

**SamCERA DHCP LAN**  
Range: x.x.x.41 - .100



**IV. SCHEDULE OF EVENTS**

| IT Plan Request For Proposals Timeline |                             |
|----------------------------------------|-----------------------------|
| <b>Action</b>                          | <b>Due Date</b>             |
| Issue RFP                              | June 29, 2006               |
| Written Questions Deadline             | July 14, 2006, 5 p.m. PST   |
| Letter of Intent Deadline              | July 14, 2006, 5 p.m. PST   |
| Responses To Written Questions         | July 21, 2006               |
| Submission Deadline                    | July 28, 2005, 5 p.m. PST   |
| Proposal Evaluation/Staff              | September 8, 2006           |
| Finalist Interviews & Selection        | September 13-14, 2006       |
| Contract Finalization                  | September 28, 2006          |
| Contract Commencement                  | October 2, 2006 (or before) |

**V. GENERAL CONDITIONS OF SUBMISSION**

1. All proposals submitted become the property of *SamCERA*. Should the **Proposer** wish to cancel, a written letter so stating must be received by *SamCERA* before the submission deadline.
2. Finalists will be invited to make an oral presentation to the *SamCERA* selection committee between September 13-14, 2006. The selection committee will expect a presentation by the key personnel assigned to the account.
3. There is no expressed or implied obligation for *SamCERA* to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Costs for developing proposals are entirely the responsibility of the **Proposer** and will not be chargeable to or reimbursable by *SamCERA*.
4. All proposals submitted in response to this RFP shall become the exclusive property of *SamCERA* and shall be subject to public disclosure pursuant to the California Public Records Act (Cal. Govt. Code Section 6250 et. seq.). The Act provides that access to information concerning the conduct of the people's business is a fundamental and necessary right to every person in the state. Public records are defined as any writing related to the conduct of the public's business. Public records are open to inspection during normal business hours.
5. There are specific exceptions to the Public Records Act. In the event *SamCERA* receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the organization whose proposal has been requested to assert any right of confidentiality that may exist. *SamCERA* will not make that assertion on behalf of the **Proposer**. Absent a judicial determination that the documents are exempt from disclosure, they will be subject to inspection.  
  
Submission of a proposal constitutes a complete waiver of any claims whatsoever against *SamCERA*, and/or its agents, trustees, officers, fiduciaries, or employees, that *SamCERA* has violated a **Proposer's** right to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.
6. All proposals must remain valid for a period of not less than 120 days from the closing date for submission. This includes pricing as well as nominated engagement staff.
7. *SamCERA* reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

8. **Proposers** will direct all communications by e-mail to:

Tariq Ali, Information Technology Manager,  
Scott Hood, Assistant Executive Officer  
San Mateo County Employees' Retirement Association  
100 Marine Parkway Suite 125  
Redwood Shores, CA 94065-5802  
[tali@SamCERA.org](mailto:tali@SamCERA.org)  
[shood@SamCERA.org](mailto:shood@SamCERA.org)

**NOTE:** It is suggested that requests be directed to both of the above parties.

**Proposers are specifically precluded from contacting other SamCERA staff or Trustees, until a contract has been entered into with the successful Proposer.**

9. SamCERA reserves the right to contact current and former clients of the **Proposer** for information at anytime during the proposal process.
10. SamCERA reserves the right to accept or reject any or all proposals and may waive any requirements of this Request for Proposal if it deems it in the best interests of SamCERA.
11. SamCERA reserves the right to contact individual **Proposers** for clarifying information at anytime during the proposal process.

## VI. PROPOSAL CONTENTS

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

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

| Section | Title                            |
|---------|----------------------------------|
| 1       | Cover Letter                     |
| 2       | Table of Contents                |
| 3       | Executive Summary                |
| 4       | Engagement Staff                 |
| 5       | Methodology                      |
| 6       | Firm Background                  |
| 7       | Contract Form and Specifications |
| 8       | Current Clients/References       |
| 9       | Statements                       |

Items 1 through 9 below contain brief descriptions of material that must be included in this proposal.

1. Cover Letter: **Proposer** shall identify the firm, its home office and branch office, if any, that would provide the services offered in the proposal. Addresses shall be supplied, along with name, telephone number and facsimile number and email address of a principal contact for information regarding the proposal.
2. Table of Contents: Immediately following the cover letter, there should be a comprehensive Table of Contents of the material included in the proposal. The Table of Contents must clearly identify the proposal section and the applicable page numbers.
3. Executive Summary: This section should briefly state, on one page, the **Proposer's** understanding of the work to be done, the commitment to perform the work within the time periods specified, a statement as to why the **Proposer** believes itself to be best qualified to perform the work, and a statement that the proposal is a firm and irrevocable offer for 120 days following the date for submission of proposals.
4. Engagement Staff: **Proposer** shall identify the principal responsible for the engagement and support staff to be assigned, to include business addresses and telephone numbers. Staff background shall be provided in detail, to include years of experience, education, professional certification and accreditation, and special areas of expertise. Experience listed shall include entities for whom services were performed, type of services and length of engagement, size and complexity of retirement plans (to include assets, membership base, and number of employers and benefit tiers), and appropriate reference contacts. Also highlight experience with public sector retirement plans, and experience in providing IT planning services and services similar to the proposed. Please include an organizational chart.
5. Methodology: **Proposer** shall explain its approach to the proposed projects, outline the methodology to be employed, and identify unique or innovative techniques to be employed in the engagement.
6. Firm Background: A general history of the **Proposer** and pertinent experience with comprehensive strategic IT plans. Such general history shall include the business size and number of employees, the identification of personnel turnover in the last three years, the primary business (consulting, IT planning, pension systems, etcetera, including sources of income by percentage), other businesses or services, type of organization (franchise, corporation, partnership, etc) and any other descriptive material. **Proposer** shall provide a list of clients that the **Proposer** provided services for in 2004, 2005 and 2006, and if they are no longer providing such services, the reason why they are no longer providing services. **Proposer** shall also provide information on the circumstances and status of any non-routine investigation, examination, complaint, disciplinary action, legal or other proceeding commenced by any local government, state or federal regulatory body or professional organization over the past three years to which **Proposer** was a party, either as the principal or secondary subject.
7. Contract Form and Specifications: The purpose of the attached Sample Agreement is to indicate the type of contract contemplated and to set forth some of the general

provisions *SamCERA* anticipates including in the final contract. In submitting a proposal, the **Proposer** will be deemed to have agreed to each clause unless the proposal identifies an objection, sets forth the basis for the objection, and provides substitute language to make the clause acceptable to the **Proposer**. Such objections and substitute language must be submitted no later than the deadline for the proposal.

8. Current/Recent Clients/References: A client list to which the **Proposer** is currently or has recently provided consulting services, including client name, when and what type of service was provided, the address, telephone number, name and title of person(s) responsible for the administration of the IT system.
9. Statement of the availability and location of staff and other required resources for performing all services and providing deliverables within indicated time frames. Statement as to whether or not the services outlined in these specifications will be performed using only your present staff.
10. Statement of the level of Commercial General Liability and Professional Liability/Errors and Omissions insurance that will be maintained by **Proposer** in favor of the board.
11. Statement of conflict of interest: Any affiliation, partnership, contract, or agreement with companies and/or products the **Proposer** may or may not recommend that are in any way related to this RFP.
12. Statement of Proposed fees. Include an itemized statement of proposed fees for the services described in the proposal.
13. **Proposer** will take complete responsibility for the security of all data and all information that the **Proposer** will have access to. **Proposer** will ensure no data breach at any time before, during and after the execution of the contract.
14. Miscellaneous fee proposal considerations. If the number of client visits would impact the fee proposal, please indicate the number of visits that are included in your proposed fee.
15. Please indicate your hourly charges for additional services requested by the system, if any, not included within the scope of the routine services outlined in these specifications.
16. If you propose additional services, such services should be outlined and separately priced in your proposal.

## VII. QUESTIONS REGARDING THIS RFP

**Proposers** requiring clarification of the intent or content of this RFP, or of the competitive proposal process, may request clarification only by submitting written questions via email no later than 5. p.m. (PST), July 14, 2006 to:

Tariq Ali, Information Technology Manager  
Scott Hood, Assistant Executive Officer  
San Mateo County Employees' Retirement Association  
100 Marine Parkway Suite 125  
Redwood Shores, CA 94065-5802  
[tali@SamCERA.org](mailto:tali@SamCERA.org)  
[shood@SamCERA.org](mailto:shood@SamCERA.org)

For responses to questions submitted, *SamCERA* will send out a single email response, with all questions and answers, after the July 14 deadline and no later than July 21. This will help eliminate redundant questions and answers, and provide a level playing field for all candidates.

**NOTE: Written questions are to be received via email. Responses will be provided via email.**

Answers to all questions submitted prior to the deadline will be furnished to all **Proposers** on or before July 21, 2006.

#### **VIII. LETTER OF INTENT**

**Proposers** desiring to submit responses to this RFP shall submit an email of their intent to the addresses and points of contact listed in VII above not later than 5 p.m. (PST) on July 14, 2006. The email must identify the **Proposer** and simply state their intent to submit a response to this RFP. The letter of intent will be considered non binding.

#### **IX. EVALUATION PROCESS**

*SamCERA* staff will evaluate all proposals and the finalists will be asked to make an oral presentation to the selection committee. The selection committee may consist of *SamCERA* staff, IT staff from other departments in San Mateo County, and IT staff from other counties. The final contract with the selected **Proposer** will be authorized by the *SamCERA* Board of Trustees.

The presentation will provide the **Proposer** with an opportunity to answer any questions *SamCERA* may have regarding the **Proposer's** proposal. Evaluation criteria are as follows:

1. Philosophy and Values.
  - a. There is a strong commitment to accurate and timely submission of work product to staff and the board.
  - b. There is a clear commitment to provide understandable descriptions of information technology issues.
2. **Proposer's** Experience
  - a. Firm's Experience providing information technology studies and consulting services.

- b. Capability, integrity and experience of personnel that would be assigned to *SamCERA*.
  - c. History of successfully providing similar services.
  - d. History of successfully managing other contracts with public or private agencies.
  - e. History that indicates an ability to objectively evaluate all technology products.
  - f. Evidence of satisfactorily completing similar assignments.
- 3. Capability of Providing The Required Services
  - a. There is a clear understanding of the scope of services to be provided.
  - b. There is sufficient staffing proposed to provide the services.
  - c. Training and supervision is sufficient to provide services.
- 4. Organizational Capacity
  - a. The organizational chart reflects a depth of relevant expertise.
  - b. The organizational chart reflects an ability to complete projects in a timely manner.
- 5. Financial Narrative
  - a. The proposed fees for the various requested services.

## **X. SUBMISSION**

Proposals must be received not later than 5 p.m. (PST), July 28, 2006. All proposals must be in writing and must not exceed 50 pages in length. Any exhibits, samples or appendices cannot exceed (in aggregate) one-inch thickness. No emailed, faxed, or telephone offers will be accepted.

These requirements are to ensure responses are concise and as brief as possible. Proposals containing material considered false or misleading by *SamCERA* staff shall be rejected. **Proposers** must certify that they meet or exceed minimum requirements.

Submit one unbound original, one electronic version and five copies of your response in a sealed package that must be received no later than 5 p.m. (PST), July 28, 2006, at the following address:

Tariq Ali  
Information Technology Manager  
San Mateo County Employees' Retirement Association  
100 Marine Parkway Suite 125  
Redwood Shores, CA 94065-5802  
[tali@SamCERA.org](mailto:tali@SamCERA.org)

The electronic version may be emailed to the email address above or submitted on electronic media along with the original and copies. Postmarks are not acceptable and materials received after 5 p.m. (PST) on July 28, 2006 may be rejected. Proposals become the property of San Mateo County Employees' Retirement Association and will not be returned to the **Proposer**.

## **XI. PROTESTS**

All protests shall be made in writing, signed and addressed to:

Tariq Ali, Information Technology Manager  
San Mateo County Employees' Retirement Association  
100 Marine Parkway Suite 125  
Redwood Shores, CA 94065-5802

Protests shall state the reason(s) for the protest, citing the law, rule, regulation, or procedures on which the protest is based. If a protest is based on what appears to be an erroneous assessment of the ability of a **Proposer** to meet the RFP specifications and requirements, the protestor must provide facts and evidence to support the claim. If the protest is sent via U.S. Mail, it must be sent certified or registered. If the protest is delivered in person the protestor should obtain a receipt of delivery. All protests shall be submitted not later than 5 p.m. of the fifth business day following announcement of the selection.

**XII. ATTACHMENT**

- Sample Agreement for Professional Services

**San Mateo County Employees Retirement Association  
AGREEMENT WITH INDEPENDENT CONTRACTOR**

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

**Contractor Name and Address:**

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

Department: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

It is agreed between the San Mateo County Employees Retirement Association (*SamCERA*) and Contractor as follows:

1. **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services for *SamCERA* in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
2. **Contract Term** The term of this Agreement shall be from [ Date ] to [ Date ] unless terminated earlier by *SamCERA*.
3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", *SamCERA* shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that *SamCERA* makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by *SamCERA* at the time of contract termination. *SamCERA* reserves the right to withhold payment if *SamCERA* 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 *SamCERA* County of San Mateo and that Contractor acquires none of the rights, privileges, powers or advantages of *SamCERA* or San Mateo County employees.
5. **Workers' Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
6. **Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified in Exhibit A.
7. **Hold Harmless** Contractor agrees to indemnify and defend *SamCERA*, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement, including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.
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 *SamCERA*. All financial, statistical, personal, technical, and other data and information relating to *SamCERA*'s operations which is made available to the 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 *SamCERA* requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

9. **Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of *SamCERA*, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
10. **Termination of Agreement** *SamCERA* may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of *SamCERA*, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of *SamCERA* and shall be promptly delivered to *SamCERA*. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where *SamCERA* 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.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. 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. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

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

To effectuate the provisions of this paragraph, *SamCERA* shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and *SamCERA*.

Contractor shall report in writing to *SamCERA*'s Chief Executive Officer 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 *SamCERA*'s Chief Executive Officer with a copy of its response to the Complaint when filed.

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

13. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after *SamCERA* makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to examination and/or audit by agents of *SamCERA*, the State of California and/or Federal grantor agencies.
14. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by *SamCERA*'s Chief Executive Officer. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between *SamCERA* and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

15. **Governing Law** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement such lawsuit shall be venued in County of San Mateo.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Name (Please Print)

\_\_\_\_\_  
Chair, Board of Retirement, San Mateo County  
Employees' Retirement Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair's Name (Please Print)