

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GCAP Services**

This Agreement is entered into this 25<sup>th</sup> day of April, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and GCAP Services, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of conducting a Supplier Diversity Study for the County of San Mateo.

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

**1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property

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

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed four hundred fifty-six thousand, five hundred ten dollars (\$456,510). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 25, 2023, through April 30, 2024.

#### **5. Termination**

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

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

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

#### **6. Contract Materials**

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

#### **7. Relationship of Parties**

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

## 8. **Hold Harmless**

### a. **General Hold Harmless**

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

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

### b. **Intellectual Property Indemnification**

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies

only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

## **9. Assignability and Subcontracting**

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

## **10. Insurance**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to

provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

**c. Liability Insurance**

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

(a) Comprehensive General Liability.....\$1,000,000

(b) Motor Vehicle Liability Insurance.....\$1,000,000

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

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

## **11. Compliance With Laws**

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

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

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

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

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

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

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

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

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

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

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of



the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

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

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

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

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.



**13. Retention of Records; Right to Monitor and Audit**

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

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

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

**14. Merger Clause; Amendments**

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

**15. Controlling Law; Venue**

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

**16. Notices**

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

In the case of County, to:

Name/Title: Belén Seara, Equity and Belonging Manager  
Address: 400 County Center, Redwood City CA 94063  
Telephone: (650) 785-4886  
Email: [bseara@smcgov.org](mailto:bseara@smcgov.org)

In the case of Contractor, to:

Name/Title: Edward Salcedo, President  
Address: 3525 Hyland Avenue, Suite 140, Costa Mesa CA 92626  
Telephone: (714) 800-1795  
Email: [esalcedo@gcapsservices.com](mailto:esalcedo@gcapsservices.com)

## **17. Electronic Signature**

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

## **18. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.


- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

\* \* \*

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

For Contractor: GCAP Services, Inc.

<div>DocuSigned by:  <small>112B38783A81401</small></div> <hr/>	<div>3/29/2023</div> <hr/>	<div><u>Edward Salcedo</u></div> <hr/>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

County Executive Officer, County of San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

### **Exhibit A**

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

Contractor will conduct a Supplier Diversity Study for the County of San Mateo to enable the County to:

- a) Understand the County's existing contracts and vendors that are local, small, or micro business enterprises, and diverse business enterprises (DBEs) as defined in Appendix A. From now on the group of these priority enterprises shall be referred as LSMDBEs,
- b) Understand and obtain a dataset of the universe of LSMDBEs located in the County and the County's geographic market areas that could be doing business with the County based on the categories and industries markets we do business with.
- c) Improve data collection and tracking of LSMDBEs and create new or enhance existing outreach and capacity building opportunities for LSMDBEs.

Contractor agrees that the following deliverables are required and considered necessary to understand the County's internal procurement strengths and gaps when it comes to do business with LSMDBEs and to better understand the universe of small and diverse vendors that can benefit from the economic opportunities that the County generates, and will be timely delivered in accordance with the timeline outlined herein.

**A. Procurement Analysis:** Assess County's current procurement policies, practices, templates, and outreach and capacity building programs to identify barriers for LSMDBEs to access County procurement opportunities and provide recommendations for improving the County procurement system and process to improve access to procurement opportunity and better record and track data of vendors. Recommendations will be based on best practices, preferably from similar Counties in California.

<b>Tasks</b>	<b>Timeline</b>	<b>Deliverables</b>
Collect County procurement policies, practices, templates (RFPs, RFQ, IFB, PO, etc.), outreach, and capacity building programs for each of the 26 departments	April – June 2023	<ul style="list-style-type: none"> <li>• Data Inquiry form for departments</li> </ul>

Contractor will develop a procurement policy and practices form and provide it to the County Project Manager who will provide it to each department to complete and submit procurement related documents to the Contractor.		
Interview up to 12 County staff to understand challenges, assess outreach programs, and identify improvements	May – June 2023	<ul style="list-style-type: none"> <li>• Interview notes and summaries</li> </ul>
Analyze practices, policies, procurement systems and infrastructure that may limit access to LSMDBEs.	June 2023	<ul style="list-style-type: none"> <li>• Summary analysis of dept. procurement practices &amp; policies</li> </ul>
Develop summary report for findings and recommendations for LSMDBE best practices.	July 2023	<ul style="list-style-type: none"> <li>• LSMDBE Summary report of findings, best practices, and recommendations</li> </ul>

**B. Market Analysis:** Identify the geographic areas in which the majority of firms seeking contracts with and receiving contract payments from the County are located.

Tasks	Timeline	Deliverables
Conduct a 3-year review of County procurement dollars disaggregated by: <ul style="list-style-type: none"> <li>-LSMDBE vendors and contracts</li> <li>- type of contractors (prime, subcontractor, for profit, non-profit)</li> <li>-vendor type (goods, professional and non-professional services, construction)</li> <li>-DBE certification types</li> <li>-NAICS 6-digit codes or comparable codes</li> <li>-demographic information such as ethnicity, gender, LGBT, disabled veteran ownership status</li> <li>-for vendors without certification, provide ownership information rate of LSMDBEs compared to other businesses in the market area</li> </ul>	April – July 2023	User-friendly dataset that can integrate with County's procurement system.
Develop market analysis report section	August – September 2023	Market analysis findings report section

**C. Availability Analysis:** Identify the availability of ready, willing, and able LSMDBE vendors from the identified geographic market areas that could meet County's procurement needs.

<b>Tasks</b>	<b>Timeline</b>	<b>Deliverables</b>
<p>Identify specific work types that are most relevant to the County's procurement activity based on dollars spent in each NAICS code or comparable codes</p> <ul style="list-style-type: none"> <li>-Contract records</li> <li>-County bidder information</li> <li>-County databases</li> <li>-Utilization analysis information</li> <li>-Other sources</li> </ul>	May-July 2023	<p>User-friendly database of the LSMDBE businesses that can integrate with County's procurement system.</p> <p>Contractor will use best efforts to increase the number of LSMDBE firms in the County's existing database.</p>
Develop "phone book" of businesses that work in the relevant subindustries based on NAICS codes or comparable codes and are located in the geographic market area.	June – July 2023	"Phone Book" of businesses by NAICS codes or comparable codes in a format that easily integrates with County's procurement system
<p>Attempt at least 6000 availability surveys with all businesses included in phone book as part of custom census availability analysis. Availability oral surveys will be offered in English, Spanish, Mandarin, and Vietnamese.</p> <p>As part of surveys, will collect information on:</p> <ul style="list-style-type: none"> <li>• Race/Ethnicity, LGBT status, and Gender(s) of Ownership Parties</li> <li>• Local, Small, Micro, and Diverse Business Entities</li> <li>• Status as a Disabled Veteran-Owned Business</li> <li>• Certification Status(es)</li> <li>• Interest in government work</li> <li>• Work as a Prime Contractor, Subcontractor, or Supplier</li> <li>• Primary Lines of Work</li> <li>• Capacity, as measured by the largest contract/subcontract able to compete for</li> <li>• Annual Revenue</li> <li>• Number of Employees</li> <li>• Year of Business Establishment</li> </ul>	May – July 2023	Availability survey instrument and raw data



Calculate the availability of LSMDBEs using a contract-by-contract matching approach to determine availability for relevant contracts and subcontract	July 2023 - January 2024	Availability of LSMDBEs calculation
Develop availability analysis report section	February 2024	<p>Availability analysis findings report section with availability estimates separately for:</p> <ul style="list-style-type: none"> <li>✓ Different relevant Racial/Ethnic and Gender Groups</li> <li>✓ LGBT-Owned Businesses</li> <li>✓ Disabled Veteran-Owned Businesses</li> <li>✓ Construction Services, Consulting Services, and Goods and Other Services</li> <li>✓ Prime Contracts and Subcontracts</li> <li>✓ Different Study Period Years</li> <li>✓ Different Contract Sizes</li> </ul>

**D. Utilization Analysis:** Provide a granular understanding of existing County's contracts and vendors that will enable calculation of the participation of LSMDBEs by group as a percentage of dollars that the County awarded to all businesses during the study period.

Tasks	Timeline	Deliverables
Review and collection of County construction, services, supply and material contracts greater than \$5,000 and vendor data during the study period	May – July 2023	Log of contract data collected for study
Attempt at least 1,600 utilization surveys by phone and online to gather more detailed data on vendors that contracted with the County during the study period. Data indicators and available languages mirror the ones in the availability survey described in Goal C.	June – August 2023	Utilization survey instrument and raw data
<p>Analyze and calculate LSMDBEs in contracts and provide utilizations results separately for:</p> <p>Each relevant Racial/Ethnic and Gender Group</p> <ul style="list-style-type: none"> <li>• LGBT-Owned Businesses</li> <li>• Disabled Veteran-Owned Businesses</li> <li>• Certified and Uncertified Businesses</li> </ul>	June 2023 - January 2024	Utilization Analysis data

<ul style="list-style-type: none"> <li>• Construction, Consulting Services, and Goods and Other Services</li> <li>• Prime Contracts and Subcontracts</li> <li>• Different Study Period Years</li> <li>• Different Contract Sizes</li> </ul>		
Develop utilization analysis report section	February 2024	Utilization analysis report section

**E. Inclusive Procurement Disparity Analysis:** Examine the difference between participation of LSMDBEs in County's awarded contracts during the study period and their availability in the market.

Tasks	Timeline	Deliverables
<p>Compare LSMDBE participation on County-awarded contracts during the study period to dollars those businesses would be expected to receive based on availability for that work.</p> <p>For each relevant group, the analysis will examine differences between participation and availability. Using our results, our team will calculate disparity indices for LSMDBEs, separating disparity indices for:</p> <ul style="list-style-type: none"> <li>✓ Each Racial/Ethnic and Gender Group</li> <li>✓ LGBT-Owned Businesses</li> <li>✓ Disabled Veteran-Owned Businesses</li> <li>✓ Construction, Consulting Services, and Goods and Services</li> <li>✓ Prime Contracts and Subcontracts</li> <li>✓ Different Study Period Years</li> <li>✓ Different Contract Sizes</li> </ul> <p>The disparity analysis will also include an explanation of any disparity between the participation and availability of LSMDBEs on County contracts and an analysis of the current County program measures during the study period, with attention to contract policies that result in underutilization of LSMDBEs.</p>	August 2023 – February 2024	Disparity analysis report

**F. Qualitative Analysis and Public Engagement:** Complement and corroborate findings and results from the deliverables listed above, to help identify barriers to procurement opportunities, and co-design the recommendations for the final report.

<b>Tasks</b>	<b>Timeline</b>	<b>Deliverables</b>
Partner with Renaissance Entrepreneurship Center to assist with public meetings and public notices.	April 2023- March 2024	Public Notice materials, including: <ul style="list-style-type: none"> <li>• Draft emails</li> <li>• Fliers</li> <li>• Web page content</li> </ul>
Draft and issue County-approved between 4 and 6 public notices in English and Spanish to encourage the participation of LSMDBEs, regional business owners, and other key stakeholders in public meetings, online and phone surveys and disseminate via e-blast, local newspaper ads in English and non-English newspapers, technical assistance centers and to-be-created Supplier Diversity Study webpage.	April 2023 – March 2024	
Work with the County to create a Supplier Diversity webpage on the County's website to explain the project, update on progress and timelines and announce meetings and events.	April 2023	
Establish an email address for local business to contact GCAP Services directly.	April 2023	
Conduct 4 public meetings with at least two in-person meetings, near the start of the study to allow trade association representatives, local business owners, and other knowledgeable individuals the opportunity to share their perceptions and experiences about working with the County. Meetings will begin with a brief introduction of our team, purpose, project approach, and how the community can participate. We will have a Q&A, and attendees may share verbal or written comments to be included in our qualitative analysis.	June-July 2023	PowerPoint Presentation
Conduct 2 public meetings to the end of the study period to allow trade association representatives, local business owners, and other knowledgeable individuals the opportunity to share their perceptions to ground-truth findings and recommendations	January – February 2024	PowerPoint presentation
Conduct up to 30 in-depth anecdotal interviews with business owners in the relevant geographic market area to discuss their experiences working in the local marketplace and trying to obtain work with the County. The team will interview a mix of businesses that have participated in County	June – October 2023	Interview notes and summary of findings.

contracting in the past and businesses potentially available for County contracts that may have been unsuccessful in obtaining work. Interviews will be conducted with LSMDBEs as well as with businesses owned by non-Hispanic white men.		
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**G. Remedy Analysis and Recommendations:** Identify inclusive procurement practices, programs, and policies to address any significant identified disparities in accordance with legal requirements.

Tasks	Timeline	Deliverables
<p>Analyze the findings from the study areas to develop remedies that can be implemented immediately and those that require further planning. The recommendations will include but not limited to:</p> <ul style="list-style-type: none"> <li>• Analysis of the creation of an LSMDBE supplier diversity County program that outlines organizational structure and staffing needs to optimize inclusive procurement results</li> <li>• Summary of best practices and recommendations on outreach and capacity building for LSMDBEs</li> <li>• Best practice analysis of potential policies to institute inclusive procurement practices</li> <li>• Recommendations to improve and optimize procurement processes and systems to maximize inclusive procurement</li> <li>• Legal feasibility analysis of proposed recommendations given parameters created by Prop 209.</li> </ul>	January - February 2024	Supplier Diversity Program recommendations and best practices document
Develop remedy analysis report section	January - February 2024	A draft and final version of the remedy analysis and recommendations report section that includes a legal feasibility analysis of the proposed recommendations

**H. Share Findings:** Write a draft and a final report for the Inclusive Procurement: Supplier Diversity study findings and recommendations, including presentations to County staff and leadership on content, findings, and proposed remedies.

<b>Tasks</b>	<b>Timeline</b>	<b>Deliverables</b>
<p>Draft a Supplier Diversity Study report that incorporate the assessments of the completed deliverables listed above:</p> <p>The report will describe the methodologies used to gather data and conduct our assessment and analyses and provide references and citations to any external sources used. Our thorough report will include an executive summary, definitions of key terms, background information related to laws and regulations, assumptions based on findings, detailed data exhibits, database information, remedies and recommendations, appendices, and other pertinent and applicable information.</p>	December 2023 - March 2024	Draft and final Supplier Diversity Study reports
Conduct a virtual presentation to the Board of Directors to share the findings of the Draft Supplier Diversity Study before public comment review	January – February 2024	BOD Power Point Presentation
Craft a final Supplier Diversity Study report that incorporate feedback from public meeting and County staff	March 2024	Final Supplier Diversity Study Report with Public Comments
Conduct an in-person final presentation of findings in a public hearing to Board of Supervisors	March 2024	BOS PowerPoint Presentation
Depending on need and available resources, the contractor with the prior written agreement of the County, could conduct additional internal and external public meetings at the cost outlined below in Exhibit B, Additional Tasks Internal and External Public Meetings	TBD	

**I. Project Management and Communication Plan:** Develop a communication plan to maintain ongoing and bi-directional communication with the County regarding project progress and troubleshoot issues as they arise.

<b>Tasks</b>	<b>Timeline</b>	<b>Deliverables</b>
Participate in monthly planning meetings with County staff to share progress, find alignment with relevant efforts, and troubleshoot issues	April 2023 – March 2024	Agendas and notes
Prepare monthly reports to provide detail information on accomplishments by task, upcoming work and anticipated challenges that may derail the agreed scheduled	Ongoing	Monthly reports

Conduct virtual presentation to Board of Directors to share scope of work, support needed from departments, and key milestones.	May 2023	BOD PowerPoint Presentation
Participate in other internal meetings such as leadership meetings, procurement management committee and inclusive procurement committee to share progress and seek feedback	Ongoing	

**Data Storage:** All data and analysis of existing contracts and vendors, market analysis, and availability analysis will be collected, categorized, and stored in secure online databases in Microsoft SharePoint. Vendor data collection will include capturing key details for each vendor including bonding capacity, licensing, contracts participated in, union status, insurance limit, and more. County staff will be granted access to online databases for easy access and extraction of data to use on an ongoing basis.

**Exhibit B**

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

The County shall remit payment to Contractor in increments not to exceed the amounts specified below for each task following (a) satisfactory completion by Contractor of the tasks specified in Exhibit A and delivery of associated deliverables for each task; and (b) submission by Contractor of an invoice with supporting documentation as set forth herein. Contractor shall submit detailed invoices to the County on a monthly basis for payment which must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred, including, but not limited to, timesheets, copies of bills, and/or packing slips. Contractor shall include a written certification that the costs were actually incurred for the Agreement and that the supporting documentation is true, correct and complete. County shall remit payment within 45 days of approval of invoice and will not unreasonably withhold payment.

<b>TASK</b>	<b>COST</b>
1.Procurement analysis	\$26,250
2.Market Analysis	\$22,950
3. Availability analysis	\$77,500
4. Utilization analysis	\$143,825
5. Disparity analysis	\$30,900
6. Qualitative and public engagement	\$46,825
7. Remedy analysis and recommendations	\$33,520
8. Share findings	\$34,900
Project management and Communication Plan	\$33,300
Optional task: Additional public engagement	\$6,540
<b>TOTAL AMOUNT NOT TO EXCEED, PER SECTION 3 of AGREEMENT</b>	<b>\$456,510</b>



## Appendix A

The County currently utilizes the following definitions informed by definitions utilized by the State of California:

- Small business is (A) a business that, together with all affiliates, has 100 or fewer employees, and annual gross receipts of fifteen million dollars (\$15,000,000) or less as averaged for the previous three (3) tax years, (B) A manufacturer as defined herein that, together with all affiliates, has 100 or fewer employees.
- Microbusiness is (A) a business that, together with all affiliates, has annual gross receipts of five million, dollars (\$5,000,000) or less as averaged for the previous three (3) tax years, (B) and, together with all affiliates, has 25 or fewer employees.
- Local business means a business having a principal office with a street address in San Mateo County.

In addition, we will utilize the following definitions and refer collectively in this RFP as diverse business enterprises or DBEs:

- Minority business enterprise means a business that is: (A) At least 51 percent owned by one or more minorities, or in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities. (B) Managed by, and the daily business operations are controlled by, one or more minorities.
- Women business enterprise means a business that is: (A) At least 51 percent owned by a woman or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more women. (B) Managed by, and the daily business operations are controlled by, one or more women.
- LGBTQ+ business enterprise means a business enterprise that is at least 51 percent owned, managed, operated, and controlled by one or more lesbian, gay, bisexual, or transgender (LGBTQ+) individuals.
- Service-Disabled Veteran Owned Small Business (SDVOSB)<sup>1</sup> must have (A) a service-connected disability that has been determined by the Department of Veterans Affairs or Department of Defense; (B) the SDVOSB must be small business under the North American Industry Classification System (NAICS) code assigned to the procurement; (C) The SDV must unconditionally own at least 51 percent of the SDVOSB; (D) The SDVO must control the management and daily operations of the SDVOSB; (E) and the SDV must hold the highest officer position in the SDVOSB.
- Veteran-Owned Small Business (VOSB) is a firm that meets the small business requirements established by the Small Business Administration (SBA). Additionally, it requires that the company is at least 51% owned, operated, and controlled by a veteran.

The definitions above may be revised based on findings and recommendations from the Supplier Diversity Disparity Study.

**ATTACHMENT I****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:**

Sylvia Linn

**Name of Contractor(s):**

GCAP Services, Inc.

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

3525 Hyland Avenue, Suite 140

**City, State, Zip Code:**

Costa Mesa, CA 92626

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

**Signature:**

DocuSigned by:

*Edward Salcedo*

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**Title of Authorized Official:**

President

**Date:**

3/29/2023

\*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."

## **Attachment IP**

### **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 Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. 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. 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. Contractor shall cooperate and cause subcontractors to cooperate in perfecting 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, 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 Contractor to perfect the County's titles, rights or interests in any Work Product, 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. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** 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.