

County of San Mateo ~ Checklist for Contract OVER \$100,000

Agency/Department Name: District Attorney

Contractor: Sun Ridge Systems, Inc.

Contract Requestor: David Doan

Contract Requestor Phone Number: (650) 363-4670

1. If applicable, waiver forms have been completed and attached to the contract packet			
Request for Proposal waiver for contracts over \$100,000 – reviewed by Department Head/designee	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/> N/A
Request for Proposal waiver for contracts over \$100,000 – request for Board approval written into Recommendation and body of Board memo	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/> N/A
Equal Benefits for contracts over \$100,000 – waiver reviewed by Department Head/designee	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
Equal Benefits for contracts over \$100,000 – request for Board approval written into Recommendation and body of Board memo	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
Non-Discrimination language modification (any dollar amount) – waiver reviewed by Department Head/designee	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
Non-Discrimination language modification (any dollar amount) – brief explanation written into body of Board memo	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
Extension beyond 3 years (any dollar amount) – waiver signed by Contract Compliance Committee (CMO)	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
Extension beyond 3 years (any dollar amount) – brief explanation written into body of Board memo	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
2. Request for Proposal documents are attached to contract packet	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
3. Standard long form agreement template with no modifications has been used	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
4. County Counsel review for <u>all</u> agreements over \$100,000	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/> N/A
County Counsel review for <u>any</u> modification to standard template	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/> N/A
County Counsel review for service provider template and Attachment SP	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
5. The Contractor and Contract Requestor have signed and dated the contract (prior to Board meeting date)	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/> N/A
6. First-time contractor has completed the IRS W-9 form	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/> N/A
7. Insurance Certification Checklist (ICC) is attached to the current insurance certificate and both forms are attached to contract packet	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/> N/A
8. HIPAA checklist has been completed	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
9. HIPAA Attachment H has been attached to contract	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
10. Intellectual Property checklist has been completed	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/> N/A
11. Intellectual Property Attachment IP has been attached to contract	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/> N/A
12. Special Review form completed (technology, facility or real property)	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A
13. Attachment I – 504 Compliance has been completed	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/> N/A

Attachment IP

Intellectual Property Rights

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.

County of San Mateo ~ Insurance Certification Questionnaire

Contractor Name: Sun Ridge Systems, Inc.

Contractor Number: TBD – Reso required

Date this Form Was Completed: 10/8/2015

Name of Person Completing Form: David Doan

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? (For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
2. Does the contractor travel by car to provide contract services?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO*
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
6. Is San Mateo County named as the certificate holder / additional insured?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*

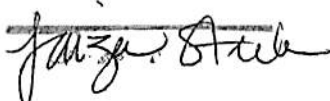
If "No*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

COMMENTS

Section below is for Risk Management authorization – send to Risk Management ONLY IF INSTRUCTED TO DO SO

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature:



Date:

10/8/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (530) 677-4745 Fax: (530) 677-4757
P I A, INC./CHESTER & ASSOCIATES INS SVCS
P.O. BOX 2119
CAMERON PARK CA 95682-7999

Agency Lic#: 0467457

CONTACT NAME: CRAIG CHESTER
PHONE (A/C, No, Ext): (530) 677-4745 FAX (A/C, No): (530) 677-4757
E-MAIL: chestpia@pacbell.net
ADDRESS:
PRODUCER CUSTOMER ID: 1644

INSURED
SUN RIDGE SYSTEMS, INC.
P O BOX 5071
EL DORADO HILLS CA 95762-0002

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :	Ohio Security Ins Co	20482
INSURER B :	Ohio Security Ins Co	20482
INSURER C :	American Fire & Casualty Co	24066
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 4515

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BKS55951904	05/23/15	05/23/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			BAS55951904	05/23/15	05/23/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	ANY AUTO						
	ALL OWNED AUTOS						
	SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>		ESA55951904	01/23/15	09/23/15	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	EXCESS LIAB	<input type="checkbox"/>					
	DEDUCTIBLE						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				OTH ER
							E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER

CANCELLATION

SAN MATEO COUNTY DISTRICT ATTORNEY'S OFFICE
400 COUNTY CENTER DRIVE, 3RD FLOOR
REDWOOD CITY CA 94063

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Craig S. Chester

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS # 4515

DATE
OCT 8 2015

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

SIC 7372-Computer Software Developer; SIC 8742-Consultant. 10 day notice to cancel in event of premium non-payment, otherwise, 30 days for all other causes of cancellation will be per the policy. COUNTY OF SAN MATEO and their respective parent, subsidiaries, successors, assigns, affiliates, divisions, shareholders, officials, officers, directors, employees, agents, members, representatives, consultants, subconsultants, volunteers and related entities shall be covered by policy terms or endorsement as additional insured, but only with respect to general liability and automobile liability related to, or arising from, your written contract, agreement or permit with the named insured pertaining to any location associated with said contract, agreement or permit per CG 8810 0413 (See Attached).

POLICY NUMBER: BKS55951904
Certificate # 4515

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSIONS

ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- G.** Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement, or permit. Such person or organization is an additional insured but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
- a.** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operation for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of the such written contract or written agreement; or
 - b.** Premises or facilities rented by you or used by you; or
 - c.** The maintenance, operation or use by you of equipment rented or leased by you by such person or organization; or
 - d.** Operation performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1)** This insurance does not apply to "bodily injury", "property damage", or "person and adverting injury" arising out of the operations performed for the state or political subdivision;;
 - (2)** This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard";
 - (3)** Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, drawings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street barriers, or decorations and similar exposures; or
 - (b)** The construction, erection, or removal of elevators; or
 - (c)** The ownership, maintenance, or use of any elevators covered by this insurance

However:

- 1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2.** If coverage provided to the additional insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we received written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties in the Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section 1 – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily Injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury" or "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offence which caused the "person and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED ENTENTION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance**:

If an additional insured's policy has Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we incur.

- b. The following is added to Paragraph b, **Excess Insurance**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.