



REQUEST FOR PROPOSALS

Boiler Maintenance & Services

The County of San Mateo is seeking a contractor to provide Chiller services at various County facilities. Provide specified services as per Attachment "A" – Service and Locations.

Solicitation Number	FMO RFP-004 2023
Number of contracts expected to be awarded	1
Estimated Value or Range per contract	\$200,000-\$250,000
Funding Sources	<input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> County <input type="checkbox"/> Other
Expected Contract Duration	36 Months
Options to Renew	One option of 12 months
Hard copy proposals required	1 original
County Mailing Address <i>(for hard-copy communication & proposal submissions)</i>	County of San Mateo Public Works 555 County Center, 5th Floor Redwood City, CA 94063
E-mail Address for Protests	astillman@smcgov.org
RFP Released	July 31, 2023 PST
Pre-proposal meeting date and time	N/A
Pre-proposal meeting location	N/A
Deadline for Questions, Comments and Exceptions	August 21, 2023 3:00pm PST
Proposal Due Date and Time	August 23, 2023 3:00pm PST
Interviews	N/A
Submission to County Board for approval	October 17, 2023
Anticipated Contract Award Date	August 28, 2023

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SECTION I - DEFINITIONS

Business Day: Monday through Friday except for holidays as observed per the California Government Code.

Confidential Information: Information in any form that is not generally known and treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.

Contract Materials: finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract: The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.

Contractor: The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently-agreed upon terms.

County Data: All information, data, and other content, including Confidential Information and other information whether or not made available by San Mateo County or San Mateo County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems: The information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County: San Mateo County

Deliverables: Goods or services required to be provided to San Mateo County under the Contract.

DUNS (Data Universal Numbering System): a proprietary nine-digit number issued by Dun and Bradstreet, Inc. to identify unique business entities.

Force Majeure: An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Hosting: Storage, maintenance, and management of hardware, software, and San Mateo County Data by a party other than San Mateo County, on machines and at locations other than those operated by San Mateo County, where a party other than San Mateo County has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.

Key Employee: Employees of the Contractor jointly identified by San Mateo County and the Contractor as possessing unique skill and experience that was a material consideration in San Mateo County's decision to award a contract.

Maintenance Updates: Any revision, update, improvement, modification, enhancement, correction, bug fix, patch, or new release for a system, platform, software or other product, including any change made as a result of applicable federal, State, or local law.

Major Change: A change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or

requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement, or is of such a nature that knowledge of the change would affect a person's decision-making process.

PII (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.

Project Manager: The individual identified by San Mateo County as San Mateo County's primary contact for the receipt and management of the goods and services required under the Contract.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect

Subcontractor: Firms engaged by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers

Task Order or Purchase Order: A written request from San Mateo County to a vendor to provide goods or services, indicating types, quantities, prices and delivery criteria.

SECTION II - INSTRUCTIONS FOR PROPOSERS

2.1 PRE-SUBMITTAL ACTIVITIES

A. Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, to; Gary Behrens at, gbehrens@smcgov.org.

(1) Request for changes

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.

(2) Request for Substitution of Specified Equipment, Material, or Process

- (a)** Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
- (b)** If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions. Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

B. Revisions to the Solicitation

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be issued in writing to the Bidder. No other revision of this solicitation will be valid.

C. Contact with County Employees

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

- (1)** As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase or as outlined in the evaluation process or protest procedures.
- (2)** Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

D. Pre-proposal conference and site visits

If a pre-proposal conference or site visit is scheduled, answers to questions raised prior to and at the events will be posted in writing to the proposers.

2.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

Number all pages of the proposal. Label and order each section as follows:

- (1)** Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted.
- (2)** Authorized contacts - identify the name and title the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.

- (3) Table of Contents, listing all major topics and their respective page numbers.
- (4) Exceptions to the solicitation, or to the final revised solicitation, if any.
- (5) Technical Proposal
- (6) Supplementary Documents, as requested
- (7) Price Proposal

B. Technical Proposal Contents

- (1) Explain responses so as to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
- (2) Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.
- (3) If applicable or requested, include a project schedule with milestones, deliverables, dates, and a project management plan.
- (4) Specify any needs for physical space or equipment that the County must provide during the engagement.
- (5) Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

C. Supplementary Documents

If additional documents and materials are appropriate, or have been requested by the County, provide in the following order as applicable:

- (1) Minimum Qualifications, using County forms if provided.
- (2) Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
- (3) Financial Documents.
- (4) Samples, drawings, illustrations and related items.
- (5) Attachments, certifications, and forms, executed as applicable.

D. Price Proposal

- (1) Place all cost and pricing data in a separate sealed envelope clearly marked "PRICE PROPOSAL".
- (2) If forms and templates are provided for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.
- (3) Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.
- (4) Include prices for the base period of service and if applicable, for each additional year including option years.
- (5) Unless otherwise indicated, when applicable, in the price of an item, include all licenses required for operation, as well as upgrades and revisions to software over the term.

2.3 PROPOSAL SUBMISSION

A. Submit proposals as directed below.

- (1) Hard copy submissions

- (a) Hard copy submissions are requested, submit proposals with all required documents in a sealed package to the designated County Mailing Address. Within the package, submit the Technical Proposal and the Price Proposal in separate envelopes. Clearly mark the following information on the outside of the package:
 - Proposer Name
 - Return address
 - Solicitation title
 - Solicitation number
 - (b) Submit proposals and all required documentation so as to physically reach the designated address by the Due Date and Time.
- (2) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.

B. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waiver will not modify any remaining RFP requirements.

2.4 PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

2.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether or not a new solicitation is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

2.6 NO COMMITMENT

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

2.7 ESTIMATED QUANTITIES

If the solicitation results in an indefinite quantity or a requirements Agreement, the goods and services actually requested by the County may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement.

2.8 PROPOSER SELECTION

At any time in the evaluation process, the County may request clarifications from proposers.

A. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other proposers.

B. Proposal Evaluation

The County will establish an evaluation committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top-ranked proposers for final negotiation of contract terms, or may invite one or more proposers for oral presentations and demonstrations, following which those proposers may be allowed to amend their proposals. After evaluating presentations and amended proposals, the committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

C. Determination of Responsibility

The County will make a determination of the responsibility of any proposer under consideration for award, taking into consideration matters such as the proposer's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any proposer found non-responsible and allow the finding to be contested.

2.9 CONTRACT AWARD

A. Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

B. Award Procedure

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

C. Commencement of Performance

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

2.10 PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility, Format, and Address

- (1) Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.
- (2) The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.

- (3) Submit protests to the Public Works Director by e-mail to astillman@smcgov.org or via hard copy to: Public Works Director, 555 County Center, 5th Fl, Redwood City, CA 94063

B. Protest Deadlines

Submit protests with any supplemental materials by 5 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
- (2) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (3) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.

C. Protest Contents

- (1) The letter of protest must include all of the following elements:
 - (a) Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
 - (b) The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.
- (2) Protests that simply disagree with decisions of the Evaluation Committee will be rejected.

D. Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

2.11 PUBLIC RECORDS

A. General

- (1) All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- (2) Any contract arising from this RFB will be a public record.
- (3) Submission of any materials in response to this RFP constitutes:
 - (a) Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - (b) Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
 - (c) Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - (d) Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

B. Confidential Information

- (1) The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- (2) If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- (3) Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.
- (4) Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- (5) Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

SECTION III - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

3.1 MINIMUM QUALIFICATIONS

Proposals will be accepted only from organizations that meet the following required qualifications at the time of proposal submission:

- The proposer has been actively and normally engaged for the past five years in the manufacture, sales, or leasing of the types of products and services described in this solicitation.
- The proposer is legally authorized to do business in the State of California.

3.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all of the following regarding the prime proposer and if applicable, all joint proposers.

A. Organizational Capacity:

- (1) Titles and names of staff members who will be on the team responsible for the project, as well as the expected availability of the various individuals. If requested, include the resume of a dedicated, full-time project manager.
- (2) All applicable licenses and license numbers relevant to the project, the names of the holders of those licenses, and the names of the agencies issuing the licenses.
- (3) If portions of work will be performed by subcontractors, names of proposed subcontractors other than suppliers and descriptions of their respective responsibilities.

B. Experience

- (1) The number of years providing services similar to those contemplated
- (2) The number of years providing services to government entities

3.3 REFERENCES

Provide at least three references from successfully completed projects of similar nature to that described in this solicitation, including the name of the organization for which work was performed, and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

3.4 EVALUATION CRITERIA

Proposals will be evaluated in accordance with the following evaluation criteria:

- 35% - Method and approach
 - Apparent understanding of the scope of services to be provided
 - Appropriateness of the proposed solution/services
- 30% - Experience and organizational capacity
 - Qualifications and experience of both the proposer and key personnel
 - Experience with other public agencies
 - Organizational resources and staff, apparent ability to meet any required timelines or other requirements
- 35% - Price

SECTION IV - INSURANCE

Provide evidence of insurance for each of the checked categories

<input checked="" type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$1,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 - per accident for bodily injury and property damage.
<input checked="" type="checkbox"/>	Workers' Compensation	As required by the State of California
<input checked="" type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$1,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
<input type="checkbox"/>	Pollution Liability	\$ - Per Occurrence
<input type="checkbox"/>	Pollution Liability (Aggregate)	\$

4.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) **Privacy and Network Security**

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) **Technology Errors and Omissions**

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

4.2 PERFORMANCE BOND

- A. One Performance Bond, as itemized in Section 4.2-B below, shall be furnished by the successful proposer at the time of entering into the Agreement and filed with the Director of Public Works, 555 County Center, 5th Floor, Redwood City, California; it shall be in the form of a surety bond issued by corporations duly and legally licensed to transact surety related business in the State of California, satisfactory to San Mateo County. Premiums for said Performance bond shall be paid by the Contractor and maintained at the Contractor's expense during the period prescribed herein for the completion of the work to be done under the Agreement, including extension of the Agreement.
- B. The Performance Bond shall be in the amount of 100 percent (100%) of the value for each year of the Agreement term. The bonds shall be in accordance with the laws of the State of California to secure payment of any and all claims for labor and material used or consumed in performance of this Agreement.

Example:

A three (3) year Agreement, costing \$50,000/year, would require a payment bond in the amount of 100 percent (100%) or \$50,000 for the first year and for each additional year of the Agreement.

SECTION V - STANDARD TERMS AND CONDITIONS

These are attached for information only. Do not complete this form. The final agreement between the County and any successful proposer will be based on this template.

County of San Mateo Standard Agreement Template attached (ATTACHMENT B)

SECTION VI - SCOPE OF WORK AND SPECIAL PROVISIONS

6.1 SUMMARY

Contractor shall complete annual maintenance on (#) boilers throughout San Mateo County. All inspections, troubleshooting, maintenance and repairs, to all boilers listed on the inventory sheet below, shall be performed by California Licensed Contractors.

Contractor shall include rates for normal operating hours, after-hours, weekend and holiday hours. This is a prevailing wage project. Work will be performed during normal working hours (M-F/7:30AM-4:00PM) unless otherwise agreed.

Contractor shall perform one annual service, for each boiler on the inventory sheet, for each year of the agreement. Details are listed below.

Contractor will remove the excessive soot from the boilers prior to firing the retrofit burner. Contractor will bring dust masks, disposable cover-alls, plastic sheeting, a shop vac, plastic trash bags, a garden hose, etc. in order to remove the soot from both boilers.

One-time Annual Preventative Inspection and Maintenance for:

Rite, Mohawk, Lochinvar, Bryan, and Intellihot Boilers

- Remove access covers from boiler
- Atmos' replace pilot with new pilot
- Check and clean minor soot from firebox
- Check and clean combustion air inlet screens
- Check and adjust makeup water feeder
- Check and adjust low water cut-off
- Test and calibrate operating controls and safety's
- Check proper operation of barometric damper
- Check proper operation of high limit
- Check proper operation of Boiler room combustion air & ventilation
- Check proper operation of operator control
- Check proper operation of modulation or high-low control
- Check proper operation of flame safeguard control ignition failure
- Check proper operation of flame safeguard control main flame failure
- Check proper operation of burner air flow switch
- Make sure gas lines and controls properly vented
- Check proper operation of over fire draft controls
- Check proper operation of relief valve
- Check proper operation of BAS, EMS or DDC system integration
- Ensure boiler pressure/temperature gauge accuracy
- Check gas train for proper operation
- Check that washer weights have remained in place on the barometric damper. Re-check draft when finished

- Check and adjust inlet gas pressure, manifold or throat gas pressure to assure compliance with burner/boiler manufacturer
- Perform a hydrostatic test (Report any abnormalities prior to closing the boiler)
- Replace all necessary fireside gaskets, door gaskets, fiberglass rope & fasteners
- Open all handhole & manhole inspection plates
- Inspect and flush out the waterside of the boiler (report any abnormalities prior to closing the boiler)
- Replace all waterside handhole and manhole gaskets
- Patch any minor cracks in the refractory (report any abnormalities prior to closing the boiler)
- Wash coat all refractory with high Temperature Mortar (If hard cast refractory exists) (Report any abnormalities prior to closing the boiler)
- Brush all tubes
- Open all float operated water level safety & pump controls: Inspect, flush, test & replace gaskets
- Power Burners: Inspect burner blast tube, diffuser and or combustion head. Test all fuel valve and air louver linkage assemblies to assure free movement & lubricate linkage
- Atmospherically Fired Burners: Remove & clean all burners, brass gas orifices & reinstall (Atmospheric Models)
- Reassemble the boiler and test all controls
- Power Burners: Perform a combustion analysis & tune up. (Provide a printout of the final settings to customer)
- Inspect expansion tank where applicable

Lochinvar Power Fin Boilers

- Open cabinet and inspect and clean inside and outside of heat exchanger
- Install any new gaskets where necessary
- Do visual check of burner
- Replace HIS (pilot)
- Close the boiler, test all controls & fire
- Check and clean air inlet filters and combustion air fan
- Test all operating & safety controls to assure proper operation
- Check gas and air pressures and fire boiler and check combustion with combustion analyzer, per manufacturer's instructions
- Provide a written report indicating the condition of the boiler & any recommendations
- Inspect expansion tank where applicable.

Bryan Felix FD Boilers

- Remove access cover from boiler
- Check and clean minor soot from firebox
- Check and clean combustion air inlet screens

- Check and adjust makeup water feeder
- Check and adjust lower water cut-off
- Test and calibrate operating controls and safety's
- Remove one to five tubes in random locations to inspect tubes and vessel
- Check and adjust inlet gas pressure, manifold or throat gas pressure to assure compliance with burner/boiler manufacturer.
- Perform a hydrostatic test (Report any abnormalities prior to closing the boiler)
- Replace all necessary fireside gaskets, door gaskets, fiberglass rope & fasteners
- Open all handhole and manhole inspection plates
- Inspect and flush out the waterside of the boiler (Report any abnormalities prior to closing the boiler)
- Replace all waterside handhole and manhole gaskets
- Patch any minor cracks in the refractory (Report any abnormalities prior to closing the boiler)
- Wash coat all refractory with High Temperature Mortar (If hard cast refractory exists) (Report any abnormalities prior to closing the boiler)
- Open all float operated water level safety & pump controls: Inspect, flush, test & replace gaskets
- Inspect burner blast tube, diffuser and or combustion head. Test all fuel valve and air louver linkage assemblies to assure free moment & lubricate linkage.
- Reassemble the boiler and test all controls
- Perform a combustion analysis and tune up. (Provide a print out of the final settings to customer)
- Inspect expansion tank where applicable

Condensing Boilers

- Remove the front cover and check all pipes, lines and connections, heat exchanger (top & bottom) for traces of water and water leakage
- Inspect the top of the casing and/or the top of the appliance for water leakage or traces of water on the inside of the cabinet
- Open the condensate drain cleanout and remove any dirt. Flush and replace
- If the inspection is being carried out by a Hamilton Engineering Certified Technician, connect your computer and check the service page for error messages, starts and failed/successful starting efforts
- Dismantle the burner unit: remove the (6) 6mm nuts and the ignition cable, and move the burner unit forward.

Remove the plug of the fan cable to the fan once the burner has been pulled halfway from the appliance.

Remove rear wall insulation and check for signs of warping or deterioration. Replace if either is evident, AFTER the next two cleaning steps.

Check the inside of the heat exchanger: only clean residue at the bottom side of the heat exchanger coil. Use a vacuum cleaner, and do not push the residue between the openings of the coils if at all possible as this may impede the flow of the products of combustion.

It is possible to use clear water to rinse any remaining residue away – the water will automatically flow to the condensate drain point

- Dismantle the air gas mixing plate or chamber on the suction side of the fan; check the blade wheel of the fan, and clean if required
- Check the distance from the electrode to the burner; there should be a 1/8" gap in between the two. If the existing electrode pins must be adjusted, caution must be exercised as they will likely be brittle from exposure to the flame; try to bend them as close to the burner door insulation as possible. New electrodes will be less susceptible to breakage during adjustment.

The following steps require the power supply be turned back on; extreme caution must be exercised when performing service with the power supply on and the door off.

- Fire the appliance on maximum output, and measure and adjust the CO2 percentage as required
- Fire the appliance on minimum output, and measure and adjust the CO2 percentage as required.
- Listen for any unusual noise in the circulating pump and the fan
- Inspect expansion tank where applicable

6.2 FINGERPRINTING AND BACKGROUND CHECKS

Contractor will be required to have servicing staff obtain and maintain proper jail clearance. Employees are subject to a thorough background check in order to gain clearance. Jail clearance is required at The Maguire Correctional Facility, The Maple Street Correctional Center, and The Youth Service Center. Clearance needs to be set up in advance through the County's Sheriff Department, at the Contractor's expense.

6.3 PREVAILING RATES

The services contemplated under this procurement include "public works". For all such work funded by this Agreement, the Contractor is required to comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" as that term is defined in the statutes, including all applicable flowdown provisions. For purposes of complying with prevailing wage laws, the Contractor must comply with the provisions applicable to an awarding body.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Included is a link to Labor Code 1771.1 for your convenience: [Labor Code 1771.1 - link](#)

SECTION VII - ATTACHMENTS

ATTACHMENT "A"

Location	Brand	Model #	Serial #	Boiler Size (mmBTU/hr)	DHW / HHW	Fuel Type
COB1	Mohawk	45402	122725	3216lbs/HR	HHW	Natural Gas
COB1	Mohawk	45402	12059	3216lbs/HR	HHW	Natural Gas
COB2	Rite Boiler	W22W	26706	2,250,000 BTU	HHW	Natural Gas
COB2	Rite Boiler	W22W	26705	2,250,000 BTU	HHW	Natural Gas
HOJ	EVO-WH1	HWD1499	031-157-065-48-10	1,500,00 BTU	DHW	Natural Gas
HOJ	EVO-WH2	HWD1499	031-157-065-48-11	1,500,00 BTU	DHW	Natural Gas
HOJ	Bryan Boilers#1	HEAB300WFDGLX	98859	mbh3000/1500	HHW	Natural Gas
HOJ	Bryan Boilers#2	HEAB300WFDGLX	98851	mbh3000/1501	HHW	Natural Gas
HOJ	Bryan Boilers#3	HEAB300WFDGLX	98868	mbh3000/1502	HHW	Natural Gas
Law Library	Rapak	H30652	206195837	65000	HHW	Natural Gas
Maguire Jail	Rite Boilers B-1	250WG	23390	2,500,00BTU	HHW	Natural Gas
Maguire Jail	Rite Boilers B-2	250WG	23391	2,500,000BTU	HHW	Natural Gas
Maguire Jail	LOCHINVAR B-3	PFN2001	b14h00260411	2,000,000 BTU	DHW	Natural Gas
Maguire Jail	LOCHINVAR B-4	PFN2001	c14h00260859	2,000,000 BTU	DHW	Natural Gas
MSCC	LOCHINVAR	FBN2500	L13H00257219	2500000	HHW	Natural Gas
MSCC	LOCHINVAR	FBN2500	L13H00257691	2500000	HHW	Natural Gas
MSCC	AO Smith	XWH1700100	XWH1700100	1700000 BTU	DHW	Natural Gas
MSCC	AO Smith	XWH1700100	XWH1700100	1700000 BTU	DHW	Natural Gas
MSCC	AO Smith	XWH1700100	XWH1700100	1700000 BTU	DHW	Natural Gas
Pac Inn	Intellihot B-1	I250	05192038	250000	DHW	Natural Gas
Pac Inn	Intellihot B-2	I250	04302013	250000	DHW	Natural Gas
Pac Inn	Intellihot B-3	I250	061221062	250000	DHW	Natural Gas
Pac Inn	Intellihot B-4	I250	06112061	250000	DHW	Natural Gas
Pac Inn	Intellihot B-5	I250	08231927	250000	DHW	Natural Gas
Pac Inn	Intellihot B-6	I250	08231928	250000	DHW	Natural Gas
Bldg. 16 Central Plant	Rite	840WG	29042	8400m	HHW	Natural Gas
Bldg. 16 Central Plant	Rite	840WG	29043	8400m	HHW	Natural Gas
Bldg. 5Kitchen/Dining	Intellihot	iQ75	011118iQ75156	751000 btu/hr	DHW	Natural Gas
Crime Lab/Mechanical Room	MACH / B1	C-1050	W834-11-7296	1,050,000btu/hr	HHW	Natural Gas
Crime Lab/Mechanical Room	MACH / B2	C-1050	W834-11-7297	1,050,000btu/hr	HHW	Natural Gas
Coast Side Inn/Mechanical laundry room	Intellihot	iN401	110119iN40149	399999btu/hr	DHW	Natural Gas

ATTACHMENT "B"
SAMPLE AGREEMENT

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

This Agreement is entered into this ____ day of _____, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], 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 pest control services.

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

4. Exhibits and Attachments

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

Exhibit A – Invitation for Proposal

Attachment A – Proposal Sheet, Pricing and List of Equipment & Locations

Attachment B - Sample Agreement

Attachment C - Contractor's Declaration Form

Attachment D - Proposal Sheets

5. 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.

6. 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 [write out amount] (\$Amount). 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.

7. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2023, through October 31, 2026.

8. Termination

This Agreement may be terminated by Contractor or by the Director of Public Works 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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:

- i. Comprehensive General Liability... \$1,000,000
- ii. Motor Vehicle Liability Insurance... \$1,000,000
- iii. Professional Liability..... \$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.

14. 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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation 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 4.106 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.

15. 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 comply with 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 Manager 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 Manager, including but not limited to the following:

16. termination of this Agreement;
17. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
18. liquidated damages of \$2,500 per violation; and/or
19. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to 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.

a. 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.

b. Compliance with Prevailing Wage Ordinance

In accordance with the General Conditions, it shall be mandatory upon the Contractor and sub-contractors to pay not less than the said prevailing wage rates to all laborers, workmen, or mechanics employed by them in the execution of this Contract. Contractor will be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

20. 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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

21. 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.

22. 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.

23. 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.

24. 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: Gary Behrens
Address: 455 County Center, Basement, Redwood City, CA 94063
Telephone: (650) 363-1875
Facsimile: (650) 599-1072
Email: gbehrens@smcgov.org

In the case of Contractor, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

25. 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.

26. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

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

For Contractor: [**SERVICE PROVIDER COMPANY NAME**]

Contractor Signature Date _____
Contractor Name (please print)

COUNTY OF SAN MATEO

By: David Pine
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

ATTACHMENT "C"
County of San Mateo
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

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

II. EQUAL BENEFITS (check one or more boxes)

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

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

III. NON-DISCRIMINATION (check appropriate box)

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

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

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

- Contractor complies with the County's Employee Jury Service Ordinance.

Contractor does not comply with the County's Employee Jury Service Ordinance.

Contractor is exempt from this requirement because:

the contract is for \$100,000 or less.

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

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

Signature

Name

Date

Title

ATTACHMENT "D"

PROPOSAL

Proposal Opening Date: August 23, 2023 at 3:15pm PST

1. SCOPE OF PROPOSALS -The undersigned, doing business under the name of

Declares that the only persons or parties interested in this Proposal as Principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed Scope of Work, the annexed proposed form of Agreement, and the Contract Documents therein referred to; that he proposed, and agrees if this Proposal is accepted, that he will contract with The County of San Mateo, in the form of the copy of the Agreement annexed hereto, and do all the Work and furnish all the materials specified in the Contract Documents for the following amount(s). The base proposal shall include all labor, materials, equipment, supervision, overhead, profit, and incidentals necessary to complete the Work in accordance with the Contract Documents.

2. BASE PROPOSAL – Base proposals shall include all Work shown in the Contract Documents. Show base proposal in words and numbers. The base proposal is the sum of monthly Costs by location as shown in the table on Attachment "A."

_____ Dollars
(\$ _____)

1. CONTRACT – If written of the acceptance of this proposal is mailed or delivered to the undersigned within ninety (90) calendar days after the date of opening of the proposals, or any time thereafter before the proposal is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing or delivering of such notice, execute and deliver a contract in the Form of Agreement present in these Contract Documents and furnish a Performance Bond in the form provided in these Contract Documents. The undersigned designates the address provided in Section 12 (below) of this proposal to be in the office to which such notice of acceptance may be mailed or delivered.

2. TERM OF AGREEMENT – Three-year term, with a one-year option for renewal.

3. BONDS – The undersigned agrees, if awarded the Contract to execute within ten days, to furnish the corporate surety bonds as called for in the "Instruction to Proposers."

4. INSURANCE – Our Public Liability and Property Damage Insurance is placed with:

Our Worker’s Compensation Insurance is placed with:

Our All Risk Property Insurance is placed with:

5. ADDENDA – Addenda bound with Contract Documents or issued during the time of proposers, are to be included in the proposal, and in the Contractor’s Work.

6. ADDENDA RECEIPT – The receipt of the following addenda is acknowledged:

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

7. This proposal may be withdrawn at any time prior to the scheduled time for the opening of proposals or any authorized postponement thereof.

8. CONTRACTOR’S LICENSE – The undersigned agrees, if awarded the contract, to maintain and keep current through the completion of the contract the valid licenses for the work to be performed as required by the California Contractors License Law and all other applicable licensing requirements.

License No.	License Class	Expiration Date
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9. CONTRACTOR’S DIR NUMBER – The undersigned acknowledges that contractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for proposal purposes only under Labor Code section 1771.1(a)].

DIR No.	Expiration Date
---------	-----------------

10. By the signature below, the proposer certifies, under penalty of perjury, the accuracy of the representations made in this Proposal.

Dated _____, 20_____.

Company

Business Type: ___ Corporation ___ Partnership ___ Sole Proprietorship

State of Incorporation of Location of Business Registration _____

Signed _____

Title _____

Print Name _____

Address _____

Phone: _____ Fax: _____

Tax I.D. No. _____

NOTE: If proposers have a partnership, give full names of all partners.

SPECIFICATIONS

1. **Service:** The County anticipates that the contractor selected for this work will provide services to preserve and sustain the quality of the County’s Chillers.

2. **Contract Term:** The term of the County and firm agreement will be three (3) years and is scheduled to begin on November 1, 2023 and terminate on October 31, 2026. The agreement may provide for up to one (1) additional one-year term if both parties agree to the renewal terms.

3. **Hourly Rates:** Contractor shall provide hourly rates for normal business hours, after hours and holiday and weekend time.

4. **Billing:** Contractor shall invoice the County using the facility breakdown sheets provided.

EXTRA SERVICES HOURLY RATE:

After Hours \$_____ Per Hour

Weekends \$_____ Per Hour

Holidays \$_____ Per Hour

STAFFING:

Total No. of Employees in Firm:

Part-time: _____

Full-time: _____

Office Staff: _____