

# REQUEST FOR PROPOSAL



## On-Call Construction Management Services (version 2)

County of San Mateo Project Development Unit

Release Date: 11/8/2021

Responses are due and must be received

by 2:00 p.m. Pacific Daylight Time on 11/30/2021

Sam Lin, Assistant Director  
County of San Mateo Project Development Unit  
555 County Center, 2<sup>nd</sup> floor  
Redwood City, CA 94063  
Email: [slin@smcgov.org](mailto:slin@smcgov.org)  
CC: [jorellana@smcgov.org](mailto:jorellana@smcgov.org)

**REQUEST FOR PROPOSALS  
FOR  
ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

**PROPOSALS WILL NOT BE ACCEPTED AFTER  
THE DUE DATE AND TIME POSTED**

***Note regarding the Public Records Act:***

Government Code Sections 6250 *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request for Proposal is a public record in its entirety. Also, all information submitted in response to this Request for Proposal is itself a public record **without exception**. Submission of any materials in response to this Request for Proposal constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

**TABLE OF CONTENTS**

SECTION I – GENERAL INFORMATION..... 4

    A. STATEMENT OF INTENT ..... 4

    B. BACKGROUND..... 4

    C. THE REQUEST FOR PROPOSAL PROCESS ..... 4

SECTION II – SCOPE OF WORK ..... 4

    A. DESCRIPTION..... 4

SECTION III – GENERAL TERMS AND CONDITIONS..... 6

SECTION IV – REQUEST FOR PROPOSAL PROCEDURE..... 10

    A. CONTACT PERSON..... 10

    B. TENTATIVE SCHEDULE OF EVENTS ..... 10

    C. SUBMISSION OF PROPOSALS ..... 10

    D. CONFIDENTIALITY OF PROPOSALS..... 10

    E. PROPOSAL EVALUATION..... 11

    F. PROPOSAL RECOMMENDATION ..... 12

    G. NOTICE TO PROPOSERS..... 12

    H. PROTEST PROCESS..... 12

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS ..... 12

    GENERAL INSTRUCTIONS..... 12

    A. COVER LETTER..... 13

    B. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP..... 13

    C. TABBING OF SECTIONS ..... 13

SECTION VI – ENCLOSURES..... 15

## **SECTION I – GENERAL INFORMATION**

### **A. STATEMENT OF INTENT**

As outlined in greater detail in Section II – Scope of Work, this Request for Proposal (RFP) is to provide professional construction management services, and participation in the project design/construction processes as needed for various projects located within and for the County of San Mateo, with County's new Navigation Center project to be the first and foremost project to be immediately assigned to the selected proposer(s). These services include but are not limited to; assuring that all construction elements and systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

This On-Call Service Contract will be managed by the County of San Mateo – Project Development Unit (PDU) and individual Task Orders will be issued in conjunction with this contract and may be issued on a full or part time basis dependent on the needs of the County. Projects may include new construction, renovations to existing construction, tenant improvements and existing/future site assessments. Proposers will report to the PDU and work as an integral part of the project team and shall report to the PDU Director, Assistant Director and Project Manager of each project team. The target start date and term for the proposed services is subject to negotiation of a final agreement and through to the completion of the project. PDU intends to bring under contract up to three on-call firms to start provided services on an as needed basis as contracts are executed.

### **B. BACKGROUND**

The Project Development Unit (PDU) manages the development of all concepts, programming, procurement and designs in addition to the construction phase of each project. The County's focus on quality construction, sustainable building and zero net energy are hallmarks of each project. The County also requests high standards to ensure all projects are safe, accessible to residents and clients of County agencies, the general public, and the County employees. The PDU has no specific project size or dollar value associated with the projects associated with the request but current and previous PDU projects have ranged from \$500K to \$225M.

### **C. THE REQUEST FOR PROPOSAL PROCESS**

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. The County of San Mateo seeks, by way of this RFP, to obtain the listed services in a manner that maximizes the quality of services, while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they can perform the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

## **SECTION II – SCOPE OF WORK**

### **A. DESCRIPTION**

Firms(s) shall provide professional Construction Management services continually throughout the life of the project(s) they are selected to perform duties on and assure that all construction elements and systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations

### Design services

- Cost estimates (hard and soft costs)
- Value engineering
- Review of building systems
- Formal constructability review
- Consideration of life cycle costs, Bidding / D-B RFQP assistance
- Stimulate bid / proposal interest.
- Pre-qualify / Qualify, bids/ proposals including evaluation of bonds, insurance coverage and financial capability.
- Clarify scope of each trade.
- Assistance with possible pre-purchase of long lead materials.
- Assist in the conduct of pre-bid / pre-proposal and pre-construction meetings.

### Construction and inspection services

- Work with Owner, Architect, and General Contractor to clearly define roles and responsibilities during construction and develop a construction management plan.
- Coordinate the work of the General Contractor without interfering in the progress of the project and make them a part of the project team.
- Manage and conduct meetings with Owner, Architect, and General Contractor and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with General Contractor.
- Establish notification procedures for any shutdowns of utilities for the progress of the work.
- Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary.
- Coordinate the activities of the multiple contracts between projects to assure that they are not interfering with each other.
- Produce monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed.
- Provide administrative assistance to manage the filing systems, meeting minutes and the office.
- Develop and maintain correspondence logs.
- Review and make recommendations on change order requests from the General Contractor. Determine if the requests are legitimate.
- Review any Owner or design team document changes and prepare cost estimates for each.
- Maintain a change order log reflecting the status of each change order and the total cost of changes.
- Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.
- Develop and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design teams.
- Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items.
- Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to Owner.
- Monitor the construction schedule provided by the General Contractor.
- Provide progress photos and video taping of the project on a regular basis.
- Review any potential claims. If any are received, review them and make recommendations.
- Field inspection to evaluate work in progress to confirm that it conforms to the contract documents. County seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications. County may also want the Construction Manager to satisfy the inspection requirements for essential service facility rating of the buildings.
- Schedule County and special inspections.

- Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required.
- Monitor the General Contractors' safety program.
- Prepare in conjunction with the design team and Owner all punch-lists. Monitor the completion of the punch-lists by the General Contractor.
- Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required.
- Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.
- Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.
- Assist the County with obtaining occupancy permit.
- Assist with commissioning the building and owner training.

The County's PDU may request from the consulting firm any and all of the above tasks, according to the nature of the project assigned. The firm must be staffed as to render these services expeditiously upon request. The selected consultant(s) will become an integral member of the County's PDU projects implementation team. The consultant(s) final selection is pending County Board of Supervisor's approval of negotiated service agreements.

Proposals will be considered only from consultants who can demonstrate the following minimum qualifications:

1. Consulting firm has demonstrated experience as well as in-house resources necessary to effectively provide the required services. The firm's personnel assigned to projects shall have extensive construction management experience with Green Field projects within the last five years in the Bay Area and ten years in the State of California. Proposal shall indicate their personnel's name, title, and responsibility along with resumes listing the following project specifics:

- a) Title of project
- b) Type of facility
- c) Name of the entity
- d) Location
- e) Brief description of the project
- f) Project Cost
- g) Competition or project completion date
- h) Client's names and means of contact

2. Firms shall have extensive knowledge of available project delivery systems allowed under California Public Contract Code and make such recommendations as to their applicability as appropriate.

3. Consultant and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act, federal, state and local by-laws as applicable, including sustainability, conservation and practice of LEED principles and certification processes.

4. Firms shall be capable of meeting the schedule set by County of San Mateo Project Development Unit.

**B. COMPENSATION and LENGTH OF AGREEMENT**

Firm(s) selected will be offered a NOT-TO-EXCEED contract in the amount of \$1,000,000.00 (One Million Dollars and no cents). The Project Development Unit will assign independent task orders as services are needed that will be subtracted from the overall not-to-exceed amount.

The anticipated duration of the agreement will be for 3 years, with the term tentatively to begin winter of 2021 and end in 2024.

## SECTION III – GENERAL TERMS AND CONDITIONS

Read all Instructions. Read the entire RFP and all enclosures before preparing your proposal.

**Proposal Costs** - Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the County or otherwise reimbursed by the County.

**Proposal Becomes County Property** - The RFP and all materials submitted in response to this RFP shall become the property of the County.

**Questions and Responses Process** - Submit all questions relating to this RFP to the contact noted in Section IV.

**Addendums, additional information, responses to questions, and changes to this RFP** - If warranted, will be posted to the PDU website: [www.smcpcdu.org](http://www.smcpcdu.org). It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

**Alteration of Terms and Clarifications** - No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

**Ambiguities, Conflicts, Discrepancies, Omissions, or other error(s) in the RFP** - The proposer must immediately notify the County of such items in question in writing as outlined within this RFP and request modification or clarification of the document. If a proposer fails to notify the County of an ambiguity, conflict, discrepancy, omission or other error in the RFP as prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

**Modifications or Clarifications to the RFP** - Will be posted to the PDU website [www.smcpcdu.org](http://www.smcpcdu.org) as outlined above without divulging the source of the request for same. The County may, at its discretion, also give electronic notice by email to all parties who have notified the County of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

**Selection of Consultants(s)** - The selection of consultant(s) will be memorialized in the form of a "County Agreement with Independent Contractor" (see the enclosed sample of the Standard Contract Template), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County's waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with any eventual contract.

Once the consultant(s) are selected, the Agreement with that consultant(s) must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected consultants unless and until the Board of Supervisors approves and the County executes the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and

proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors.

**Equal Benefits** - 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.

**Jury Duty** - The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employee's regular pay the fees received for jury service. See the Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County enclosure. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

**Insurance** - The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

**Incomplete Proposals May be Rejected** - If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

**Contact with County Employees** - As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any County employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

**Group Purchasing Organization Participation** - Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered viable consultants for the listed services. The County reserves the right to use GPO consultants if doing so is in the County's best interest, as determined solely by the County, even if that consultant does not submit a proposal in response to this RFP.



**Proposal Fees** - Proposer may elect to present their proposal fee in a way that they deem more competitive. General guidelines for different methods are below:

**Reimbursables** - If work authorized is based on time, equipment, and materials (T&M), all reimbursable services shall require advanced authorization, in writing. All reimbursables are on an actual-cost basis. When invoicing for reimbursable costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task ("Detailed Backup"). Use of sub consultants, previously authorized in writing, must also present Detailed Backup.

Office overhead should be calculated into the line items within the classifications of the professional rate schedule and cannot be billed separately. Overhead includes, but is not limited to, accounting functions, office functions, certified payroll compliance, office equipment, phone calls, maintaining books and records, filing, word processing, dictation, office overhead, etc.

Deliverables in the original or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hard copies are required.

**Travel Costs** - There are general guidelines regarding contractor travel reimbursements rates that will apply. Please review the attached sample contract.

**Sub-consultants** - All requirements of this RFP shall apply to any proposed sub-consultant, unless compliance is waived in writing by the County in its sole discretion.

**Miscellaneous** - This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County. Finally, the County may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the consultants that submitted proposals.

**The terms and conditions of this RFP, including any addendum, shall become a part of any agreement resulting from this RFP.**

## **SECTION IV – REQUEST FOR PROPOSAL PROCEDURE**

This section describes the general RFP procedure used by the County, and the remaining sections of this RFP list detailed requirements.

### **A. CONTACT PERSON**

The contact person at the County for questions and proposal submissions for this RFP is:

Sam Lin - Assistant Director  
c/o Jennifer Orellana  
555 County Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063  
Email - [slin@smcgov.org](mailto:slin@smcgov.org)  
CC : [jorellana@smcgov.org](mailto:jorellana@smcgov.org)

### **B. TENTATIVE SCHEDULE OF EVENTS**

Dates are subject to change

<b>EVENT</b>	<b>DATE</b>
Release Request for Proposal	11/8/2021
Deadline to submit questions to the County	11/18/2021
Last addendum posted by	11/22/2021
<b>Proposal Submission Deadline (2:00 PM on due date)</b>	<b>11/30/2021</b>
Review proposals	12/1/21-12/3/21
Selected Firm(s) Announced by PDU	12/6/21
Contract Phase	12/6/21-12/17/21
Recommendation to Board of Supervisors	1/4/22

### **C. SUBMISSION OF PROPOSALS**

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

All responses must be received by the stated date and time in order to be considered for award. The County will not be responsible for late proposals. Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the County.

### **D. CONFIDENTIALITY OF PROPOSALS**

California Government Code Sections 6250 et seq. (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this RFP are subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever 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 to be inspected.

#### **E. PROPOSAL EVALUATION**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm(s) will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation will be focused on factors such as cost, past performance/ references, and qualifications.

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization
- Cost to the County for the primary services described by this RFP
- References
- Compliance with County RFP and contractual requirements

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

**Note** - The County reserves the right to evaluate proposals solely based on each consultant's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers. The County reserves the right to accept proposals, which may not necessarily be the lowest cost.

#### **F. PROPOSAL RECOMMENDATION**

The Evaluation Committee will recommend a consultants or consultants or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any consultants to finalize an agreement in relation to the proposer's response.

#### **G. NOTICE TO PROPOSERS**

The County is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.

#### **H. PROTEST PROCESS**

If a proposer desires to protest the selection decision, the proposer must submit, by USPS mail, a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Project Development Unit as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer, identify the RFP service requested, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The County will respond to a protest within 14 business days of receiving it, and the County may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the County will be final. The protest letter must be addressed as follows, with a copy to the County Contact Person:

Adam Ely  
Director of Project Development Unit  
555 County Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063

### **SECTION V – PROPOSAL SUBMISSION REQUIREMENTS**

The proposal should be submitted in the following format:

#### **GENERAL INSTRUCTIONS**

All proposals should be in type-format and have a table of contents, cover letter, tabs 1 – 8 (at a minimum), and page numbering.

All proposals should adhere to the specified content and sequence of information described by this RFP. Provide the same information requested, for any consultants you intend to team with on this project.

The RFP response will be submitted to the County Contact Person in the form of **one (1) hard copies and one (1) electronic copy**. Clearly mark on the envelope or cover of your RFP response.

#### **A. COVER LETTER**

Provide a one-page cover letter on your letterhead that includes your address, phone number and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

#### **B. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP**

Each proposal should include sections addressing the following information in the order shown in the following section. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the County to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

#### **C. TABBING OF SECTIONS**

##### **TAB 1 Qualifications and Experience:**

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full-time employees (FTEs) are you capable of assigning if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and consultants.
- 4) If applicable, list the professional qualifications for every individual(s) that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

##### **TAB 2 Philosophy and Service Model:**

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and staff monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- 1) Describe how you will fulfill the needs of the County described in this RFP. Attach a project plan, if appropriate.
- 2) Identify how you will meet the requirements of the scope of work and related requirements stated in the RFP. List any items that you cannot provide.
- 3) In the event of the identification of a problem by the County, its clients and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

**TAB 3 Project Experience:**

Provide the County with a listing of relevant projects completed by the firm in the past five years, at a minimum. The list should include:

- 1) Title of project
- 2) Name of the entity
- 3) Brief description of the project, including value
- 4) Clients names and contact information

**TAB 4 Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization:**

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

**TAB 5 Proposal Fee and Professional Rates:**

- 1) Provide a fee for all costs associated in providing the requested services, if your firm is selected. This fee should be in the form of Time and Materials.
- 2) For all fee structures, include the classification of personnel and the hourly rate for each classification.
- 3) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

**TAB 6 Cooperative Purchasing:**

State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.

**TAB 7 References:**

List at least three business references for which you have recently provided similar services, not already named in Tab 3. Include contact names, titles, phone numbers and e-mail.

**TAB 8 Statement of Compliance with County Contractual Requirements:**

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

- 1) The County non-discrimination policy

- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) All other provisions of the standard contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

**NOTE:** The sample Standard Contract Template enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service consultants. Do not insert any information or attempt to complete the enclosed sample contract template. Once firm(s) are selected, the County will work with the selected consultants to draft a consultants-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

## **SECTION VI – ENCLOSURES**

Enclosure 1 Sample of Standard Contract Template

Enclosure 2 Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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

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

**\*\*\*\*\*REMOVE ALL INSTRUCTIONAL NOTES IN RED BEFORE SENDING CONTRACT TO SERVICE PROVIDER)**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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 [Enter information here].

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

**1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment H—HIPAA Business Associate Requirements *(Complete HIPAA checklist if unsure about Business Associate or Non Business Associate; delete this if not needed; contact County Counsel with questions)*

Attachment I—§ 504 Compliance *(Delete this if not needed)*

Attachment IP – Intellectual Property *(Complete IP Questionnaire if unsure/delete this if not needed)*

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

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed



is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [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.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day] , 20[last 2 digits of start year], through [Month and day] , 20[last 2 digits of end year].

#### **5. Termination**

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

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

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

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

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

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

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

8. **Hold Harmless**

a. **General Hold Harmless**

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

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

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

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

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

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

b. **Intellectual Property Indemnification** *(You may delete entire IP Indemnification section if not relevant – County Counsel review is not required if section is deleted)*

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all

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

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

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

## **9. Assignability and Subcontracting**

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

## **10. Insurance**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of

insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

**c. Liability Insurance**

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

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

*You may delete (b) or (c) text if those insurance types are not relevant to your contract – County Counsel review is not required if one or both of those lines are deleted. However, if you are unsure about insurance requirements for your contract – call Risk Management before your contract is executed)*

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its

option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

## **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, 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 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. *(This paragraph may be deleted without County Counsel Review if not relevant to this agreement)*

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

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

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

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

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

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

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

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

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

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

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

Contractor shall report to the County 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:

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

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

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. *(If LWO is not applicable to this contract, you may delete this section without County Counsel review. Contact your assigned County Counsel if you are unsure if LWO is applicable)*

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

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

#### **14. 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.

**15. 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.

**16. 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.

**17. 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: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

In the case of Contractor, to:

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

**18. 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.

**19. Payment of Permits/Licenses *(If the contractor is not required to obtain a license, permit or approval from any other entity in order to perform the work/services under this agreement then you may delete this section without County Counsel review)***

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.

**20. Reimbursable Travel Expenses**

*Delete this section if project does not allow travel.*

*County departments are responsible for ensuring the contractor reimbursement terms comply with grants, bond covenants, and other applicable requirements prior to executing contract.*

*Modifications to the contractor reimbursement section shall require county counsel approval regardless of dollar value of the contract.*

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

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner,

mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.

- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

**21. Prevailing Wage**

*Delete this section if not applicable. Prevailing wage refers to public projects. Refer to link for FAQ.  
[https://www.dir.ca.gov/OPRL/FAQ\\_PrevailingWage.html#q1](https://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html#q1)*

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and 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](http://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.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

\* \* \*

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:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## Exhibit A

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

Selected firms will be required to perform the following scope of services:

Firms(s) shall provide professional Construction Management services continually throughout the life of the project(s) they are selected to perform duties on and assure that all construction elements and systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations

### Design services

Cost estimates (hard and soft costs)

Value engineering

Review of building systems

Formal constructability review

Consideration of life cycle costs, Bidding / D-B RFQP assistance

Stimulate bid / proposal interest.

Pre-qualify / Qualify, bids/ proposals including evaluation of bonds, insurance coverage and financial capability.

Clarify scope of each trade.

Assistance with possible pre-purchase of long lead materials.

Assist in the conduct of pre-bid / pre-proposal and pre-construction meetings.

### Construction and inspection services

Work with Owner, Architect, and General Contractor to clearly define roles and responsibilities during construction and develop a construction management plan.

Coordinate the work of the General Contractor without interfering in the progress of the project and make them a part of the project team.

Manage and conduct meetings with Owner, Architect, and General Contractor and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with General Contractor.

Establish notification procedures for any shutdowns of utilities for the progress of the work.

Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary.

Coordinate the activities of the multiple contracts between projects to assure that they are not interfering with each other.

Produce monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed.

Provide administrative assistance to manage the filing systems, meeting minutes and the office.

Develop and maintain correspondence logs.

Review and make recommendations on change order requests from the General Contractor. Determine if the requests are legitimate.

Review any Owner or design team document changes and prepare cost estimates for each.

Maintain a change order log reflecting the status of each change order and the total cost of changes.

Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.

Develop and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design teams.

Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items.

Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to Owner.

Monitor the construction schedule provided by the General Contractor.

Provide progress photos and video taping of the project on a regular basis.

Review any potential claims. If any are received, review them and make recommendations.

Field inspection to evaluate work in progress to confirm that it conforms to the contract documents. County seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications. County may also want the Construction Manager to satisfy the inspection requirements for essential service facility rating of the buildings.

Schedule County and special inspections.

Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required.

Monitor the General Contractors' safety program.

Prepare in conjunction with the design team and Owner all punch-lists. Monitor the completion of the punch-lists by the General Contractor.

Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required.

Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.

Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.

Assist the County with obtaining occupancy permit.

Assist with commissioning the building and owner training. The County's PDU may request from the consulting firm any and all of the above tasks, according to the nature of the project assigned. The firm must be staffed as to render these services expeditiously upon request.

The selected consultant(s) will become an integral member of the County's capital projects implementation teams shown below. The consultant(s) final selection is pending County Board of Supervisor's approval of negotiated service agreements.

Proposals will be considered only from consultants who can demonstrate the following minimum qualifications:

1. Consulting firm has demonstrated experience as well as in-house resources necessary to effectively provide the required services. The firm's personnel assigned to projects shall have extensive construction management experience with Green Field projects within the last five years in the Bay Area and ten years in the State of California.

Proposal shall indicate their personnel's name, title, and responsibility along with resumes listing the following project specifics:

- a) Title of project
- b) Type of facility
- c) Name of the entity
- d) Location
- e) Brief description of the project
- f) Project Cost
- g) Competition or project completion date
- h) Client's names and means of contact

2. Firms shall have extensive knowledge of available project delivery systems allowed under California Public Contract Code, and make such recommendations as to their applicability as appropriate.

3. Consultant and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act, federal, state and local by-laws as applicable, including sustainability, conservation and practice of LEED principles and certification processes.

4. Firms shall be capable of meeting the schedule set by County of San Mateo Project Development Unit.

**Exhibit B**

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



## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

---

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

**Name of Contractor(s):**

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

**City, State, Zip Code:**

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

**Signature:**

**Title of Authorized Official:**

**Date:**

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## **Attachment IP**

### **Intellectual Property Rights**

---

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.

