

**Request for Proposals  
for  
On-Call Hazardous Materials Assessment  
Consulting Services**



**San Mateo County  
Project Development Unit**

**Issued: October 3, 2018**

**Responses due: October 30, 2018 at 2:30pm PDT**

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Redwood City, CA 94063  
Email: [slin@smcgov.org](mailto:slin@smcgov.org)

**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 Proposals is a public record in its entirety. Also, all information submitted in response to this Request for Proposals is itself a public record **without exception**. Submission of any materials in response to this Request for Proposals 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.

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## **SECTION I – GENERAL INFORMATION**

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

As outlined in more detail in Section II – Scope of Work, this Request for Proposals (“RFP”) is for Hazardous Materials Assessment consulting services (“Services”). The County is seeking qualifications and proposals from highly qualified Firms that provide Hazardous Materials Assessment consulting services (“Proposers” or “Firms” or “Consultants” or “Contractors”). The anticipated services may include, but are not limited to, the performing of required inspections, sampling, testing, hazardous materials reporting and work plans, bidding assistance, project oversight and management, clearance testing, and related services to remove the various building-related hazardous materials to assist the Owner in securing the necessary permits and licenses in accordance with all applicable building codes and any Regulatory Agencies’ requirements. The team should consist of a Certified Asbestos Consultant to complete the environmental assessments and services as described herein.

The requested services will be utilized on numerous ground up construction projects within the County of San Mateo managed under the Project Development Unit (“PDU”). The target start date and term for the proposed services are subject to negotiation of a final agreement, through to the completion of the projects. PDU intends to bring under contract a minimum of three (3) on-call firms to provide services on an as-needed basis.

### **B. BACKGROUND**

The San Mateo County Project Development Unit (“PDU”) manages the planning, design, and construction of new County-owned facilities to ensure that they are safe and accessible to the residents and clients of the County agencies, the general public, and County employees. PDU manages approximately 10 projects ranging from construction cost of \$1 million to over \$100 million that will be completed over the next five years.

The County uses/will use the Construction Manager at-Risk (“CMR”) delivery method for most of these projects. Regardless of the delivery method used, the selected Firm(s) shall coordinate their work and collaborate with the Owner, the CMR, and/or General Contractor(s) (“GC”) during the entire process.

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

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. San Mateo County 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 residents of the County. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the Proposer’s demonstrated competency and experience in delivering services of a similar scope and type, and the local availability of the proposer’s personnel and equipment resources.

## **SECTION II – SCOPE OF WORK**

Selected firm(s) shall provide professional Hazardous Materials Assessment and related services as needed throughout the life of the project(s) they are selected to perform duties on and potentially provide any or all of the following services outlined in this Section. All work performed shall comply with the approved construction documents, applicable codes and regulations.

The initial scope of work for each project will be established prior to the issuing of a task order. Dependent upon the Project’s needs, firms may be requested to perform various Hazardous Materials Assessment related tasks at different phases of design and construction. These services include but are not limited to:

### **A. HAZARDOUS MATERIAL ASSESSMENT**

Consultant shall furnish, without limitation, all necessary labor, materials, hardware, software, tools, testing, and equipment to complete the work as described in this document. This contract may

include hazardous soil contaminant assessments. The intent here is to give a brief, general description of services which may be required. Consultant shall determine the complete scope of work necessary for the project in their proposal and conduct all work using applicable codes and standards providing the services to the level of professional care.

Consultant shall be ultimately responsible to plan, obtain permits for, prepare notifications, inspect, and close out a comprehensive hazardous material abatement program which will result in the Owner's ability to proceed with demolition work where applicable. Consultant shall ultimately provide verification that the abatement work is complete to ensure that subsequently demolished building materials will be free of hazardous materials contamination. Consultant shall review all requirements applicable to the scope of work of project(s) requiring its Services and ensure compliance throughout the duration of the contract.

## **1. BUILDING INSPECTION, SAMPLING AND TESTING**

- a. Inspect all building(s), utilities and structure(s) for both asbestos containing building materials (ACBM) and asbestos containing construction materials (ACCM). Retrieve a sufficient number of samples of other hazardous materials including paint coatings, PCB bedding sealants, expansion joint gaskets, etc.
- b. Inspect for the presence of suspect ACBM, ACCM, lead coatings, mercury thermostats, fluorescent tubes, PCB ballasts, PCB caulking and bedding sealants, ionization smoke detectors, Freon and other refrigerants, building maintenance chemicals such as paints, lacquers, cleaning agents, Halon, emergency generator lubricants and fuels, hydraulic elevator fluids, and any other hazardous materials that will be subject to regulatory abatement requirements.
- c. Perform destructive testing to expose hidden and inaccessible mechanical shafts, plenums, and furred out spaces, and hidden layers of ceiling systems and floor coverings. It is the intent of this task to require all ceiling and floor covering systems to be properly and completely characterized regarding type and number of layers requiring abatement. This task requires selective demolition of window assemblies to the extent that beading sealants and caulks are sampled. All roofs comprised of different building materials must be cored to the deck in at least one location.
- d. Define the various hazardous materials' locations and homogeneous areas, condition, measure the quantities, and evaluate hazardous materials found.

## **2. LABORATORY TESTING AND EVALUATION**

- a. Submit all materials sampled, under chain of custody protocols, to a suitable accredited laboratory for analysis.
- b. Review, evaluate and interpret all laboratory results. Determine the impact each of the hazardous materials will have on the abatement and demolition work.
- c. Record and document all inspection findings in a bound report and submit for review by all Authorities Having Jurisdiction ("AHJ").

## **3. ABATEMENT PLAN, DEMOLITION AND ABATEMENT PROJECT DESIGNS AND DRAWINGS**

- a. Provide a Report summarizing the findings of the inspection, samples, and testing including an Abatement Plan, where applicable.
- b. In the Abatement Plan, provide a hazardous materials abatement program following all regulatory requirements and protecting the public.
- c. Create a detailed pre-demolition survey, where applicable, including scaled drawings showing the location, types, and quantities of hazardous materials to be abated, removed, or remediated. Show on the drawings a suitable number of details and demonstrate the required extent of soft demolition required to access the hazardous materials, and the required sequence of the work.
- d. Prepare a Dust Mitigation Plan to submit along with the items noted above to comply with

Authorities Having Jurisdiction and any other relevant regulatory requirements.

#### **4. COST ESTIMATES AND SCHEDULES**

- a. Assist and collaborate with CMR/GC to develop preliminary abatement schedules for the hazardous material abatement and hard demolition work for both a conventional demolition and/or implosion methodology. Schedule must comply with a maximum duration provided by the Owner.
- b. Provide an estimate of abatement costs based on the inspection report and laboratory testing for a conventional demolition and/or implosion methodology.

#### **5. DEMOLITION AND ABATEMENT BIDDING ASSISTANCE**

- a. Assist CMR or GC to develop technical recommendations for the scope of the Abatement and Demolition RFP that clearly describe the physical abatement work and associated process.
- b. Prepare the "Abatement Plan" and "Demolition and Abatement Project Designs and Drawings" as defined in Paragraph 3 above, and any other required documentation for inclusion in the Demolition and Abatement RFP.
- c. Assist in conducting a pre-job bid walk.
- d. Respond to technical clarification requests.
- e. Collaborate with Owner, CMR or GC to evaluate each of the submitted bids for abatement contractor as necessary and make a recommendation of contract award.
- f. Create bid tabulation for direct comparison between bids.

#### **6. ABATEMENT PERMIT DOCUMENTATION**

- a. Submit the necessary number of copies of abatement drawings/documentation as outlined in Paragraph 3 above to AHJ for review/approval. Allow for all necessary revisions of plan check comments and resubmissions for permit.
- b. Acquire Permit with BAAQMD and additional permits and/or licenses with other regulatory agencies as necessary.

#### **7. ABATEMENT INSPECTION SERVICES**

- a. Inspect the hazardous materials abatement work as required by codes and regulations.
- b. Attend Owner/CMR/Contractor regular progress meetings during abatement.
- c. Identify air monitoring requirements for the abatement contractor to perform.
- d. Represent the Owner's interest in meetings with environmental regulatory agencies where required.
- e. Review abatement contractor pre-work submittals relating to abatement of hazardous materials.
- f. Verify submitted change order conditions where applicable.
- g. Create, post and update weekly hazardous materials abatement status graphically showing the areas or floors in containment.
- h. Observe and record or otherwise document the abatement contractor's performance for compliance with the construction documents, and with regulatory mandated practices to ensure the abatement contractor follows all asbestos safety procedures.
- i. Perform site inspections and prepare close out reports as required.

#### **8. ABATEMENT OVERSIGHT AND CLEARANCES**

- a. Monitor initial containment, perform inspection and issue approval.
- b. Perform daily containment inspections as necessary.
- c. Ensure compliance with contract documents.

- d. Ensure compliance with Federal EPA regulations, Cal OSHA regulations and all applicable statutory requirements.
- e. Conduct interior and ambient exterior air monitoring during abatement and building demolition to document asbestos and lead air quality outside the work area.
- f. Conduct aggressive clearance testing for asbestos by TEM for each floor or work area.
- g. Confirm waste packaging and profiling.
- h. Sign all hazardous waste manifests on behalf of Owner, as requested.

## 9. CLOSE-OUT DOCUMENTS

- a. Prepare a final letter of completion documenting the building(s) is/are ready for structural demolition. Should it be decided that the structure will be imploded, the Consultant shall prepare the required documentation for submission to BAAQMD and other regulatory agencies, certifying that the building(s) has/have no hazardous materials remaining inside.
- b. Compile all project documentation, organize and develop a final submittal hard copy and pdf electronic file.

## 10. OPTIONAL ADDITIONAL SERVICES

- a. Consultant shall perform the above scopes of work as required for the hazardous material abatement for the project. Additionally, Consultant may propose to perform additional services required to complete the work, including (but not limited to) the following:
  - i. Emergency Response assistance;
  - ii. Guidance in interpreting and/or applying environmental and hazardous waste regulations;
  - iii. LEED Consulting and Green Building Policy support services.

## B. COMPENSATION and LENGTH OF AGREEMENT

Firm(s) selected will be offered a NOT-TO-EXCEED contract in the amount of \$600,000.00 (Six Hundred Thousand Dollars and no cents). PDU will assign 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 three (3) years, with the term tentatively to begin late 2018.

## **SECTION III – GENERAL TERMS AND CONDITIONS**

**Read all Instructions.** Read this 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 proposals 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.

All questions must be received no later than **October 17, 2018 by 5:00 pm**

Addenda, additional information, responses to questions, and changes to this RFP, if warranted, will be posted to the PDU website: [www.smcpdu.org](http://www.smcpdu.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.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the County of an error in the RFP 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.smcpdu.org](http://www.smcpdu.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 Firm(s).** The selection of firm(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(s) from full compliance with any eventual contract.

Once firm(s) are selected, the Agreement with the firm(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 County and the selected firm(s) 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.** Selected Firm(s) 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 employee is of the same or opposite sex as the employee.

**Jury Duty.** The selected firm(s) must comply with the County Ordinance requiring that the firm(s) 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 firm(s) or that the firm(s) deducted 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 firm(s) has no employees that qualify for jury duty in San Mateo County, the firm(s) 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 firm(s) must carry \$2,000,000 or more in comprehensive general liability insurance; the firm(s) 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 firm(s) has two



or more employees, the firm(s) must carry the statutory limit for workers' compensation insurance; if the firm(s) or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the firm(s) must carry professional liability insurance; and the firm(s) 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 or contracted consultant 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 employee or contracted consultant 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.** Proposers 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 without mark-up. 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, with advanced authorization in writing, must also present in the 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, postage, maintaining books and records, filing, word processing, dictation, office overhead, etc.

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

**Travel Costs.** There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind:

- a. Reimbursable Expenses shall not include Local Travel, see below for definition.
- b. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.
- c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.

Reimbursement for the actual cost of lodging, meals, and incidental expenses (“LM&I Expenses”) is limited to the then-current Continental United States (“CONUS”) rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term ‘CONUS’); airline and car rental travel expenses (“Air & Car Expenses”) are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses (“Other Expenses”) such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up.

If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

**Sub-consultants.** All requirements of this RFP shall apply to any proposed sub-consultant(s) under the Proposers’ teams.

**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 firms 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 – Manager  
San Mateo County Project Development Unit  
1402 Maple Street  
Redwood City, CA 94063  
Email: slin@smcgov.org

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

Dates are subject to change.

<b>EVENT</b>	<b>DATE</b>
Release Request for Proposals	10/3/18
Deadline to submit questions to the County	<b>10/17/18@5:00PM</b>
Responses to questions / last addendum posted by	10/22/18
<b>Proposal Submission Deadline</b>	<b>10/30/18@2:30PM</b>
Review proposals by the County	10/30/18 – 11/5/18
Selected Firm(s) Announced on PDU website	11/5/18
Recommendation to County Board of Supervisors	12/4/18

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

**Proposal:** 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 proposer, 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 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 Proposers, including capability and experience of key personnel and experience with other public or private agencies to provide the required services
- Proposed management and delivery 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 Proposer's organization and/or key personnel
- 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 that the County reserves the right to evaluate proposals solely based on each Proposer'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 Proposer or Proposers 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 Proposer(s) 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:

Deborah Bazan, Director  
Project Development Unit  
1402 Maple Street  
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) outlined in Section C below, and page numbering. The proposals should be bound and printed vertically (“portrait” orientation) on standard 8 ½” by 11” papers. The proposals should not exceed 30 pages, single sided (excluding tabs, résumés, lists of projects, and any marketing materials), but will preferably be much shorter. Type size should be no smaller than 10 point, but preferably larger.

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

The RFP response will be submitted to the County Contact Person noted in Section IV.A above in the form of **five (5) hard copies**. Clearly mark on the envelope or cover the title of this RFP “**On-Call Hazardous Materials Assessment Consulting Services**”.

Upload an electronic soft copy in PDF of the above same proposal with filename “SMC Hazmat RFP [Your Firm Name]” to <https://dbinbox.com/SMCPDU> by the same due date and time noted in item above.

**Proposals received late will not be opened or given any consideration and will be returned to Proposer(s) unopened.** It is the responsibility of the Proposers to ensure submittals are received at the specified address by the specified deadline noted in the proposal request. All proposals will be date- and

time-stamped upon receipt. The County will not be responsible for late or incomplete responses due to weather or mistakes or delays of the Proposer or its carrier.

Proposers should read the entire RFP, all addendum posted and all enclosures before preparing proposals. Proposers should seek clarification of requirements they do not fully understand.

#### **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. Proposer should acknowledge the receipt of all published Addendum or Addenda by listing them in the cover letter indicating the understanding and acceptance of the changes noted therein. Proposer shall also include the following statement that "I declare under penalty of perjury under the laws of the State of California, that all information submitted under this proposal is true and correct."

#### **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 sub-consultants.
- 4) 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 résumé or curriculum vitae for each such individual if the résumé/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 with relevant work performed by the firm in the past five (5) years. At a minimum, the list should include the following for each project:

- 1) Title of project
- 2) Name of the ownership entity
- 3) Brief description of the project, including location, size and construction cost
- 4) Client's name and contact information
- 5) Scope of services provided by your firm

**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 (5) years, especially any resulting in claims or legal judgments against you/your organization.

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

- 1) Provide a fee schedule 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. See Section III regarding reimburseables and travel costs.
- 2) For all fee structures, include the classification of personnel and the hourly billing rate for each classification.
- 3) Provide a fee schedule for all tools and equipment required to perform the requested services. Indicate clearly whether these are owned or leased by your firm.
- 4) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

**TAB 6 Cooperative Purchasing:**

- 1) 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:**

- 1) List at least three (3) project references for which you have recently provided similar services, include project names, project locations, 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 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 firms. Do not insert any information or attempt to complete the enclosed sample contract template. Once firms are selected, the County will work with the selected firms to draft a consultant-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

Attachment 1 - Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County

Attachment IP - Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended



**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND [Consultant Name]**

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**

**Exhibits and Attachments**

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

**1. 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.

**2. 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.

**3. 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].

**4. 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.

#### **5. 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.

#### **6. 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.

#### **7. 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.

## **8. 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.

## **9. 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. Sub-consultants must also comply with all requirements of this RFP.

**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... \$2,000,000
- 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.

**10. 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.

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

**11. 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.

## **12. 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.

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

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

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

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

determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**14. Merger Clause; Amendments**

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

**15. Controlling Law; Venue**

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

**16. Notices**

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

In the case of County, to:

Name/Title: [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]

**17. Electronic Signature**

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

\* \* \*

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.**

[SIGNATURE PAGE FOLLOWING THIS PAGE]

**For Contractor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



**For County of San Mateo:**

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Department Head Name



## ATTACHMENT I

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

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

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

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

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

**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."

Issued by County of San Mateo Contract Compliance Committee August 5, 2013

## Attachment IP

### Intellectual Property Rights

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1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

Issued by County of San Mateo Contract Compliance Committee July 1, 2013