

REQUEST FOR PROPOSALS



Sanchez Adobe Visitor Center Project

County of San Mateo Project Development Unit

Issued: December 19, 2017

Responses due: February 9, 2018 at 2:30pm PDT

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**REQUEST FOR PROPOSALS
FOR
SANCHEZ ADOBE VISITOR CENTER PROJECT**

**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.

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SECTION I – GENERAL INFORMATION

A. STATEMENT OF INTENT

As outlined in more detail in Section II – Scope of Work, for this Request for Proposals (“RFP”), San Mateo County seeks to contract for the services of a modular building vendor (“Proposer” or “Firm”) with expertise in all phases of the work associated with the design of an engineered and permit ready foundation, interior fitting out and modifications, modular building fabrication, site preparation, transportation, and installation of a turn-key modular building (“Project”) to be used for Visitor Center at Sanchez Adobe Park located at 1000 Linda Mar Boulevard in Pacifica, California.

The San Mateo County Project Development Unit (“PDU” or the “County”) will manage the delivery of the Project. The County Parks and Recreation Department will provide construction oversight and specific items/work of construction that is needed to complete the Project and not requested within this RFP.

B. THE REQUEST FOR PROPOSALS PROCESS

This RFP seeks the submission of proposals to provide services from 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 demonstrate that they are capable of performing 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

The PDU is seeking to contract for the procurement, delivery and installation of a 48' x 60' modular building with an approved engineered design for the foundation to support the modular building. The installation of the foundation shall be carried out by others. The building shall be ADA accessible and come equipped with all finished doors and windows, cabinetry, countertops, mechanical, electrical and plumbing systems and other installations for a move-in ready building upon completion. Please see Exhibits C and D for desired floor plan, site location and orientation. The proposer shall also have experience working with the applicable regulatory agencies and have knowledge of the various County permit application processes; not limited to Planning, Building, Environmental Health, Public Works, as well as City and County Fire Marshals.

The scope of services required by this proposal package shall include but not limited to:

1. Proposer shall procure and provide one (1) 48' x 60' modular building based on Exhibits C and D for desired layout and site placement. The modular building shall come fully equipped with one (1) office, one (1) large conference room with moveable partition, two (2) single occupancy accessible restrooms, one (1) breakroom/kitchenette, and spaces for the future gift shop and large display areas. All areas to be ADA compliant, meet or exceed current California Building Codes and the requirements of all other Authorities Having Jurisdiction over the Project. Proposer shall be required to confirm and obtain approval from the County for the final floor plan, locations/types of doors and windows, all cabinetry, countertops, location and model of movable partition, all floor coverings and their locations, hardware and all other finishes prior to fabrication.
2. Proposer shall provide a stamped set of drawings and calculations approved by the County of San Mateo Building and Planning Department that is engineered to support the modular building and provide minimal disruption/excavation to the existing site due to the historical and archeological significance of the

installation site and surrounding areas. All design documents shall be submitted and approved by the PDU prior to statutory submission.

3. The mechanical system shall be designed and installed to ensure the modular building has the capability of thermostatically controlled heating and cooling. All ductwork shall be concealed and diffusers shall be provided and installed in every room or space. Restrooms shall come equipped with a code compliant exhaust system and should operate only when the restroom is occupied. Prior to fabrication of the modular building, the proposer shall obtain approval for location of all thermostats and supply/return diffusers. All mechanical work shall be fully coordinated with overhead lighting and other associated construction.
4. The electrical system shall be sized appropriately and designed to accommodate all electrical needs. All conduits shall be concealed and proposer shall provide all lighting fixtures, receptacles, switches, cover plates and all other devices required to have a fully code complaint and functional system. The proposer shall include accurate labeling on all panel boxes, electrical circuits, junction boxes and devices. All devices shall be provided and installed to comply with current federal and state ADA requirements and lighting fixture placement shall be fully coordinated with the mechanical system. Proposer shall obtain approval from the County of all overhead lighting placement prior to installation.
5. The plumbing systems shall include all domestic water and sewer connections within the building. Please see Exhibit C for desired locations of restrooms and kitchenette. All piping and fixtures shall be installed code compliant and comply with current federal and state ADA requirements. Instant electrical hot water heaters shall be provided at all sink locations and a garbage disposal shall be provided in the Kitchenette. All building utility connections to site utilities are not in this contract and will be provided by others. The Selected proposer shall be responsible to coordinate and obtain approval from the County on the final connection locations prior to modular building fabrication.
6. Restrooms and Kitchenette shall come fully equipped and operational upon completion of final utility connections. The two (2) single occupancy unisex, accessible restrooms shall be provided with all fixtures and accessories installed and ready to use upon completion of the Project. Proposers shall provide in each restroom: water closet, sink, faucet, soap dispenser, mirror, paper towel dispenser, wall mounted baby changing station, sanity napkin holder, toilet seat dispenser, toilet paper holder, ADA compliant grab bars and coat hook. The Kitchenette shall come equipped with base and upper plastic laminated cabinetry and countertop. The countertop and cabinetry shall be coordinated with the plumbing system so to provide a sink and water connection for the future refrigerator. Selected proposer will be required to provide and obtain approval by the County for all shop drawings and submittals for all items and materials utilized.
7. The Fire/Life Safety System shall be designed and provided by the selected proposer and be permitted and delivered using the deferred approval process.
8. Floor Coverings shall be provided and install all floor coverings and accessories throughout the modular building needed to complete a professional installation that in is accordance with their respective manufacturers preparation and installation requirements. Samples of all floor coverings shall be submitted and approved by the County prior to procurement and proposer shall confirm all product locations prior to installation. Proposer to provide 4" vinyl base throughout all areas. Please see Exhibit C flooring schedule.
9. Security Gate – Proposer shall provide and install a lockable and retracting surface wall mounted gate in the future Gift Shop. The gate shall retract in a horizontal fashion and should be provided to secure the opening. All required mounting backing should be provided and installation shall be in accordance with the manufacturer's approved methods.
10. Selected proposer shall provide all required permits for all manufacturing, delivery and installation of the modular building. Selected proposer shall also provide the necessary supervision and engineering expertise in assisting the County in obtaining the approval and permitting of the foundation design provided.
11. The building shall include all access ramps, landings and handrails needed for an approved installation that is ADA accessible.
12. Selected proposer shall provide project management and supervision as required to maintain the quality, schedule, budget and contract requirements throughout all phases of design, pre-construction, permitting, procurement, installation and project close-out activities.
13. Selected proposer shall be responsible for the establishment and implementation of an approved project safety and quality control programs. The programs shall be submitted to the County for approval prior to implementation. Proposer shall continually maintain a site-specific safety plan to ensure the site and surrounding areas are taken into consideration in the programs during the delivery and installation of the Project. Successful proposer shall bear the full cost of safety plan and quality control programs.

14. Selected proposer shall provide and maintain a set of record documents. Updates to the record documents shall be performed monthly and is a requirement of the payment process.
15. Proposer shall warrant all work for a period of one (1) year commencing from the date the County occupies the building or the date of repair, whichever is later, and for longer periods as provided by equipment manufacturers or suppliers. The proposer shall repair or replace any and all deficient or defective work, provided that the work was properly maintained and/or used, together with any other work that is displaced during repair or replacement without expense to Owner. The proposer will procure all subcontractor and manufacturer express warranties required under the contract documents on the Owner's behalf and will transmit the warranties to Owner before completion of the work prior to occupancy. This provision will survive completion of Project and/or termination of this contract.
16. Upon completion, preparation and delivery of warranties; coordination and submission of record documents in hardcopies and electronic formats (PDF and other native formats of the source files); preparation and delivery of maintenance and operation manuals; management and completion of training programs; and administering closeout of the Project shall all be provided to the County at no additional cost.

The contract and compensation will be modified as scope needs increase or decrease.

The capability of firms submitting proposals shall include services that cover the full spectrum ("cradle-to-grave") of their tasks, including owner representation, support and recommendations pertaining to all tasks performed.

The final selection will be dependent on the County Board of Supervisor's approval of negotiated service agreements.

Proposals will be considered only from firm(s) who can demonstrate the following minimum qualifications:

1. Proposer has demonstrated extensive Bay Area experience as well as the resources necessary to effectively provide the required services.
2. The personnel assigned to projects shall have experience in public sector construction within the last five (5) years in the State of California, and proposal shall indicate their names along with resumes.
3. Proposer shall have knowledge of the design and project delivery process as allowed under the California Public Contract Code.
4. Subcontractors and staff shall be knowledgeable of all applicable codes (including planning and building and the ancillary permit requirements), American with Disabilities Act, federal, state and local by-laws as applicable.
5. Proposer shall achieve the project milestones set by the County.

COMPENSATION and LENGTH OF AGREEMENT

The proposer selected will be offered a contract after the negotiations of the service contract and scope confirmations have been successfully agreed upon by the County and selected firm. Once completed the County will offer a contract to the firm that is to be executed by the firm and presented to the County Board of Supervisors for approval. The terms of the agreement will only commence after the County Board of Supervisor provides approval and the County issues the "Notice to Proceed", anticipated to be issued in early March of 2018.

The estimated budget for this project is approximately \$450,000 (Four Hundred Fifty Thousand Dollars). The contract duration will begin with the issuance of the "Notice to Proceed" and the selected firm will have 95 calendar days from issuance of the notice to complete all work.

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.

All questions must be received no later than **January 17, 2018** by 5:00p.m.

Addendums, additional information, responses to questions, and changes to this RFP, if warranted, will be posted to the PDU website: www.smc pdu.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.smc pdu.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 The selection of a firm 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 a firm has been selected, the Agreement with that general contractor 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 general contractor 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 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 Firm's employee is of the same or opposite sex as the employee.

Jury Duty. The selected firm 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 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 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 proposing firm(s) must carry \$1,000,000 or more in comprehensive general liability insurance; the proposing 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 proposing firm has two or more employees, the firm 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 firm 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 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 employees 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. Proposer may elect to present their proposal fee in a way that they deem more competitive. General guidelines for different methods are below:

Reimbursable Expenses. The proposed fee for this proposal shall be a lump sum all-inclusive fee. Except with written authorization by the County, County shall pay Reimbursable Expenses incurred only in connection with Additional Services. All reimbursable expenses are on an actual-cost basis without markup. 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 subcontractors, previously authorized in writing, must also be presented 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, 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 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
- 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 Architect.
- 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 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.

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.

Subcontractors All requirements of this RFP shall apply to any proposed subcontractors.

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 - 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

EVENT	DATE
Release Request for Proposals	12/19/2017
Pre-Proposal Conference	1/10/2018
Deadline to submit questions to the County by 5pm	1/17/2018
Last addendum posted by	1/24/2018
Proposal Submission Deadline at 2:30pm	2/9/2018
Review proposals	2/12-2/16/2018
Selected Proposer Announced	2/19/2018
Recommendation to Board of Supervisors	2/27/2018

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 firm 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 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 completed 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 firm 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 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 fourteen (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 of 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), 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 noted in Section IV in the form of **one (1) signed original, four (4) additional copies and one (1) electronic copy on a flash drive**. 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.

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.

The signed, original proposal shall include a statement signed by an owner, officer, or authorized agent of the Proposer, acknowledging and accepting the terms and conditions of this RFP and include the following statement "I declare under penalty of perjury under the laws of the State of California, that all information submitted under this RFP is true and correct." Proposer shall also acknowledge the receipt of all published Addendum and/or Addenda (where applicable) by listing them indicating the understanding and acceptance of the changes noted therein.

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 to this project if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and subcontractors.
- 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 Project Approach:

This section describes your approach 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, staff monitoring, etc.), and equipment or other resources needed to complete the project. 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) List any items that you cannot provide.
- 3) Describe how your firm will deliver the foundation design and work with the installer for permitting.

- 4) Describe how your firm will coordinate and obtain approval for the deliverables required by this RFP with the County.
- 5) 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 of three. Projects listed should be of comparable size, cost and complexity. 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. The fee should be lump sum with all expenses included.
- 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:

- 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 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 a consultant is 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 and EXHIBITS

- Exhibit A – Scope of Services
- Exhibit B – Payments and Rates
- Exhibit C – Desired Floor Plan
- Exhibit D – Conceptual Site Plan
- Attachment I – § 504 Compliance
- Attachment IP – Intellectual Property

**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

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. Subconsultants 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... \$1,000,000
- ii. Motor Vehicle Liability Insurance... \$1,000,000
- iii. Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to

County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

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.

For Contractor:

Signature

Date

Print Name

Title

For County of San Mateo:

Department Head Signature

Date

Print Department Head Name

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Exhibit A (Scope of Services)

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

Contractor shall be required to perform the following services. The scope of services required for this Project shall include but not limited to:

1. Proposer shall procure and provide one (1) 48' x 60' modular building based on Exhibits C and D for desired layout and site placement. The modular building shall come fully equipped with one (1) office, one (1) large conference room with moveable partition, two (2) single occupancy accessible restrooms, one (1) breakroom/kitchenette, and spaces for the future gift shop and large display areas. All areas to be ADA compliant, meet or exceed current California Building Codes and the requirements of all other Authorities Having Jurisdiction over the Project. Proposer shall be required to confirm and obtain approval from the County for the final floor plan, locations/types of doors and windows, all cabinetry, countertops, location and model of movable partition, all floor coverings and their locations, hardware and all other finishes prior to fabrication.
2. Proposer shall provide a stamped set of drawings and calculations approved by the County of San Mateo Building and Planning Department that is engineered to support the modular building and provide minimal disruption/excavation to the existing site due to the historical and archeological significance of the installation site and surrounding areas. All design documents shall be submitted and approved by the PDU prior to statutory submission.
3. The mechanical system shall be designed and installed to ensure the modular building has the capability of thermostatically controlled heating and cooling. All ductwork shall be concealed and diffusers shall be provided and installed in every room or space. Restrooms shall come equipped with a code compliant exhaust system and should operate only when the restroom is occupied. Prior to fabrication of the modular building, the proposer shall obtain approval for location of all thermostats and supply/return diffusers. All mechanical work shall be fully coordinated with overhead lighting and other associated construction.
4. The electrical system shall be sized appropriately and designed to accommodate all electrical needs. All conduits shall be concealed and proposer shall provide all lighting fixtures, receptacles, switches, cover plates and all other devices required to have a fully code complaint and functional system. The proposer shall include accurate labeling on all panel boxes, electrical circuits, junction boxes and devices. All devices shall be provided and installed to comply with current federal and state ADA requirements and lighting fixture placement shall be fully coordinated with the mechanical system. Proposer shall obtain approval from the County of all overhead lighting placement prior to installation.
5. The plumbing systems shall include all domestic water and sewer connections within the building. Please see Exhibit C for desired locations of restrooms and kitchenette. All piping and fixtures shall be installed code compliant and comply with current federal and state ADA requirements. Instant electrical hot water heaters shall be provided at all sink locations and a garbage disposal shall be provided in the Kitchenette. All building utility connections to site utilities are not in this contract and will be provided by others. The Selected proposer shall be responsible to coordinate and obtain approval from the County on the final connection locations prior to modular building fabrication.
6. Restrooms and Kitchenette shall come fully equipped and operational upon completion of final utility connections. The two (2) single occupancy unisex, accessible restrooms shall be provided with all fixtures and accessories installed and ready to use upon completion of the Project. Proposers shall provide in each restroom: water closet, sink, faucet, soap dispenser, mirror, paper towel dispenser, wall mounted baby changing station, sanity napkin holder, toilet seat dispenser, toilet paper holder, ADA compliant grab bars and coat hook. The Kitchenette shall come equipped with base and upper plastic laminated cabinetry and countertop. The countertop and cabinetry shall be coordinated with the plumbing system so to provide a sink and water connection for the future refrigerator. Selected proposer will be required to provide and obtain approval by the County for all shop drawings and submittals for all items and materials utilized.
7. The Fire/Life Safety System shall be designed and provided by the selected proposer and be permitted and delivered using the deferred approval process.
8. Floor Coverings shall be provided and install all floor coverings and accessories throughout the modular building needed to complete a professional installation that in is accordance with their respective manufacturers preparation and installation requirements. Samples of all floor coverings shall be submitted and approved by the County prior to procurement and proposer shall confirm all product locations prior to installation. Proposer to provide 4" vinyl base throughout all areas. Please see Exhibit C flooring schedule.

9. Security Gate – Proposer shall provide and install a lockable and retracting surface mounted gate to delineate for the future Gift Shop. The gate shall retract in a horizontal fashion and should be provided to secure the opening. All required mounting backing should be provided and installation shall be in accordance with the manufacturer’s approved methods.
10. Selected proposer shall provide all required permits for all manufacturing, delivery and installation of the modular building. Selected proposer shall also provide the necessary supervision and engineering expertise in assisting the County in obtaining the approval and permitting of the foundation design provided.
11. The building shall include all access ramps, landings and handrails needed for an approved installation that is ADA accessible.
12. Selected proposer shall provide project management and supervision as required to maintain the quality, schedule, budget and contract requirements throughout all phases of design, pre-construction, permitting, procurement, installation and project close-out activities.
13. Selected proposer shall be responsible for the establishment and implementation of an approved project safety and quality control programs. The programs shall be submitted to the County for approval prior to implementation. Proposer shall continually maintain a site-specific safety plan to ensure the site and surrounding areas are taken into consideration in the programs during the delivery and installation of the Project. Successful proposer shall bear the full cost of safety plan and quality control programs.
14. Selected proposer shall provide and maintain a set of record documents. Updates to the record documents shall be performed monthly and is a requirement of the payment process.
15. Proposer shall warrant all work for a period of one (1) year commencing from the date the County occupies the building or the date of repair, whichever is later, and for longer periods as provided by equipment manufacturers or suppliers. The proposer shall repair or replace any and all deficient or defective work, provided that the work was properly maintained and/or used, together with any other work that is displaced during repair or replacement without expense to Owner. The proposer will procure all subcontractor and manufacturer express warranties required under the contract documents on the Owner's behalf and will transmit the warranties to Owner before completion of the work prior to occupancy. This provision will survive completion of Project and/or termination of this contract.
16. Upon completion, preparation and delivery of warranties; coordination and submission of record documents in hardcopies and electronic formats (PDF and other native formats of the source files); preparation and delivery of maintenance and operation manuals; management and completion of training programs; and administering closeout of the Project shall all be provided to the County at no additional cost.

The contract and compensation will be modified as scope needs increase or decrease.

END OF EXHIBIT A (Scope of Services)

Exhibit B (Fee Schedule)

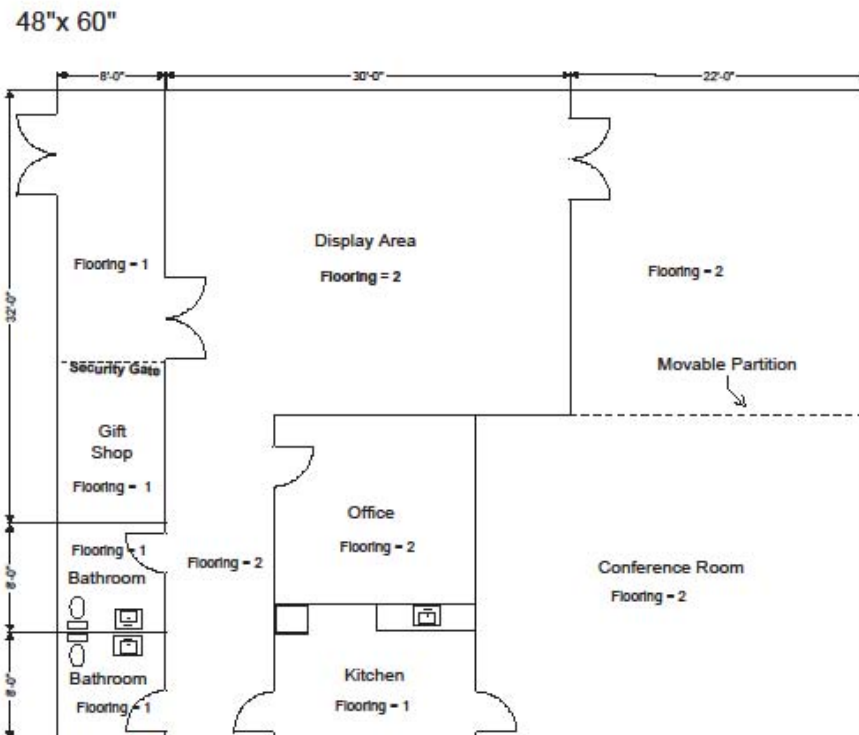
In consideration of the services provided by proposer described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor a lump sum fee based on the following fee schedule and terms (please provide pricing in accordance with the table below):

Items	Dollar Amount
Modular Building Design and Engineering	
Modular Building Fabrication	
Transportation Costs	
On-site Installation Costs	
Foundation Design	
Supervision/Management	
Project Close-out	
Other (please itemize below)	
Total of ALL associated with this RFP and Exhibit A	

Please include a list of ALL wages rates for ALL associated management, supervision and labor anticipated for the project, Rates should include all anticipated labor classifications needed to complete the project.

End of Exhibit B (Fee Schedule)

EXHIBIT C (Desired Floor Plan)



Flooring Legend/Schedule

Flooring 1 = Vinyl Composite Tile (12"x12")

Vinyl Composite Tile shall be Armstrong Commercial Grade or equal and be installed with a hand spread glued down installation.

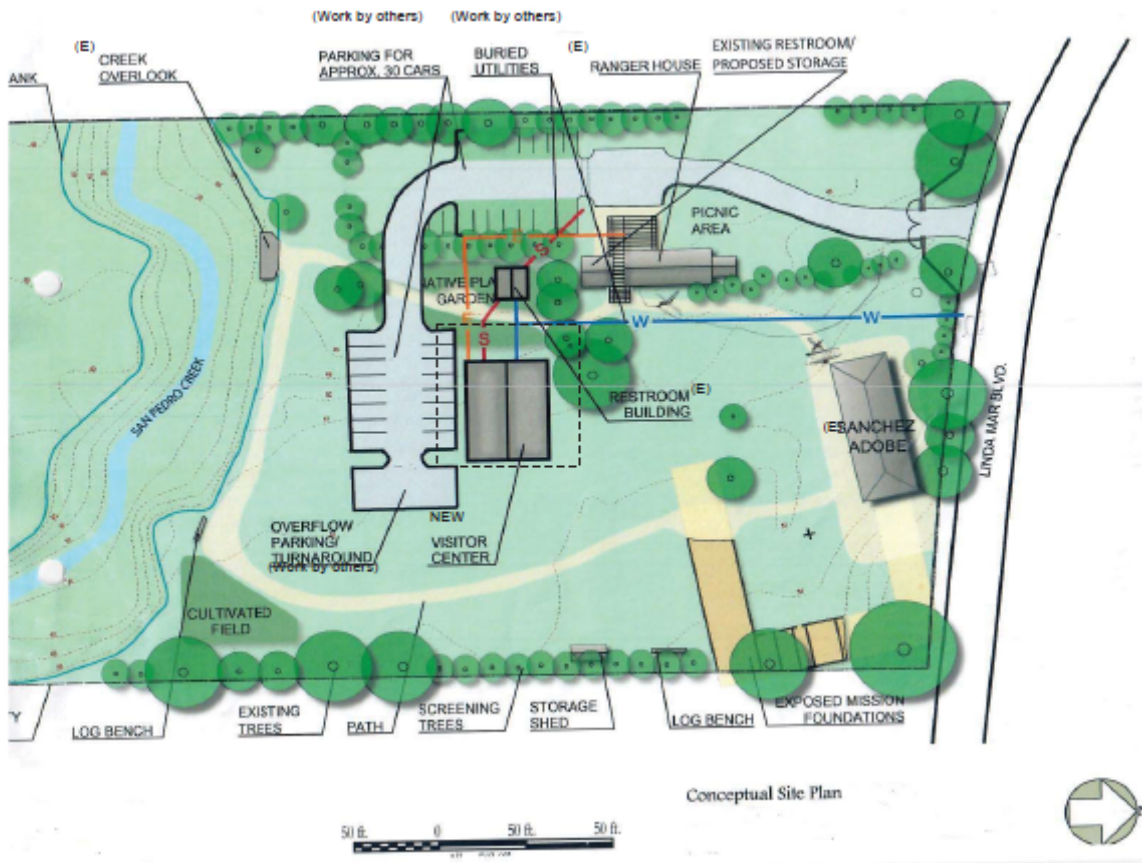
Flooring 2 = Carpet Tile (2'x2' Tiles)

Carpet Tiles shall be Shaw Commercial Grade or equal and be installed with a hand spread glued down installation.

***Note - all colors of floor coverings shall be selected in during the submittal process. Colors to be selected from standard colors available.**

END OF EXHIBIT C

EXHIBIT D (Conceptual Site Plan)



END OF EXHIBIT D

Attachment 1

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."

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

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 (Intellectual Property Rights)** 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