

Housing Authority of the County of San Mateo



REQUEST FOR PROPOSALS

HOUSING LOCATOR SERVICES

Issued: July 1, 2022

Responses must be received by 5:00 p.m. on Thursday, July 28, 2022

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

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 Records 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 Housing Authority of the County of San Mateo if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the Housing Authority of the County of San Mateo for release of such information.

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Section I: General Information

A. Statement of Intent

The Housing Authority of the County of San Mateo (HACSM) is soliciting competitive proposals for housing search and locator services as stated in Section II of this Request for Proposals (RFP). The qualified provider will support HACSM in its effort to fully utilize its vouchers, effectively communicate information about its housing programs and services to our voucher holders and landlords and provide a high-level of customer service.

The proposed contract term is three years with an option to extend for an additional two years. The successful Provider will enter into an agreement with HACSM using a standard contract template (see Attachment A). The estimated timeline for this solicitation is as follows:

Action	Date
RFP Issue Date	Friday, July 1, 2022
Deadline to submit questions/requests for clarifications	Friday, July 15, 2022
HACSM response to questions posted on DOH website and email to proposers	Wednesday, July 20, 2022
Submittal deadline	Thursday, July 28, 2022
Notification of award	Week of August 8, 2022

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. The Housing Authority of 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 Housing Authority. Proposers must be able to show that they can perform the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

B. Background

HACSM provides rental subsidy for low-income families in San Mateo County through the administration of the Moving To Work (MTW) Voucher program, special purpose Voucher programs, such as Family Unification (FUP), Mainstream, Emergency Housing Vouchers (EHV) and Veteran Affairs Supportive Housing (VASH), and Permanent Supportive Housing (PSH) programs. Our current portfolio includes over 5500 vouchers and our fiscal year 2021-2022 budget authority is over \$122,000,000; we continue to apply for new and renewal grant opportunities as they become available.

HACSM receives funding for its programs from the U.S. Department of Housing and Urban Development (HUD). HACSM is not a federal department or agency; it is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. To administer its programs, HACSM enters into a contractual relationship with HUD; HACSM also enters into a contractual relationship with the assisted family and the owner or landlord of the housing unit. With rental subsidy, these programs allow eligible families to rent housing in the private market by subsidizing a portion of each family's monthly rent.

The County of San Mateo Board of Supervisors has the oversight responsibility for HACSM and, in a separate capacity, is its Housing Board of Commissioners. As a legally separate agency, HACSM has its own employees and maintains separate accounting, payroll, and benefits from those of San Mateo County.

HACSM has been a participant in HUD's Moving To Work (MTW) demonstration program since May 2000. Under the MTW Agreement, HACSM is given the authorization to develop policies that are outside the limitations of certain HUD regulations and provisions of the Housing Act of 1937. The three major goals for the MTW program are to increase cost effectiveness, promote self-sufficiency, and expand housing options for program participants. The additional flexibility offered by MTW allows HACSM to achieve its mission and program goals more successfully.

With San Mateo County nestled between San Francisco and San Jose, it is extremely difficult for low-income households to find affordable housing units. The HUD published Fair Market Rent (FMR) for Fiscal Year 2022 for a two-bedroom unit is \$3,198 per month. In California, a full time, minimum-wage worker earns approximately \$15.00 per hour or \$2,600 per month. Although several cities in San Mateo County have passed local exceptions to the minimum wage, the amounts fall far below what's needed for households to afford rents in San Mateo County. The rents remain high and affordable rental housing remains unattainable for households that do not participate in subsidized housing programs.

In June 2015, HACSM received HUD approval to use its MTW flexibility to utilize the Housing Assistance Payments (HAP) for activities associated with housing search assistance and landlord incentives. Traditionally, HAP can only be used to pay landlords the monthly subsidy on behalf of voucher program participants. As a result of the approved MTW activity in 2015, HACSM issued a Request for Proposals and worked with a Provider to create an incentive program for landlords who work with HACSM and to assist clients in their search for a suitable unit. The scope of services for housing locator services has changed over time and this RFP seeks proposals from providers that will be able to match the current services requested.

Section II: Scope of Services

HACSM is soliciting proposals from interested and qualified agencies to provide housing search and locator services to new voucher holders under specific Voucher or Permanent Supportive Housing programs.

The selected Provider will sign an agreement with HACSM that details its responsibilities based on the scope of services in this section. HACSM will be responsible for monitoring the requirements established in the Agreement and the Provider will be responsible for giving information, as required, or requested, to HACSM.

It is the expectation of HACSM that implementation of the housing locator services will result in greater lease-up success for voucher holders and a greater number of owners who will join the program by renting their units to our participants.

The overall services entail outreaching to rental unit owners in San Mateo County, matching them with voucher holders searching for housing and assisting both parties in navigating the leasing process. The leasing process includes assisting voucher holders and landlords with completing Housing Authority required forms, marketing HACSM programs to owners and landlords, coordinating Housing Quality Standard (HQS) inspections of the units with HACSM and the execution of lease agreements (between the unit owner and tenant) and Housing Assistance Payment contracts (between the owner and HACSM).

Housing Location Services

The selected Provider will be expected to provide the qualified personnel, equipment, and materials to assist Section 8, PSH and other program voucher holders with the following services:

- Assist HACSM-referred voucher holders to successfully navigate the San Mateo County rental market and move-in process. The Provider will not be responsible for any form of case management or program monitoring once the voucher holders have secured a unit.
- Work closely with voucher holders to secure an affordable unit located in San Mateo County. When voucher holders are referred to the Provider, their staff will attempt to contact (reach out to) the voucher holders within five (5) business days of the referral date to assess the voucher holders' status, including income and household size; their housing needs, including preferred location, any health or disability-related accommodations and costs.

Based on this assessment, the Provider will help the voucher holders look for housing that most closely matches their needs. Depending on each household's need, housing location services may include:

- Working with each voucher holder to determine their housing-related needs and goals.
- Providing the referred household with a list of landlords who the Provider has engaged in renting to other rental assistance programs. This list will be customized for the participants, as it can be both counterproductive to the development of landlord relationships and insensitive to the needs of the household (which is often in crisis) to have every participant seeking housing try to contact every landlord.

- Supporting each household in its housing search - for example, helping households search for units that meet their desired criteria for location, size, price, and other factors.
- Providing, or arranging, transportation services for voucher holders, when necessary, to allow voucher holders to meet with prospective landlords (if lack of transportation is a barrier to their search for housing).
- Helping households through the housing application process, including completing paperwork and other steps that may be particularly difficult for households that are elderly or have a disability.
- Assisting participants obtain resources to pay for costs such as application or credit check fees, if applicable, or assisting participants with resources to pay for security deposits.
- Introducing households to landlords and advocating for households with barriers (e.g., poor credit or a criminal history) during the application and lease-up process.
- Maintaining a file for each referred voucher holder and keeping accurate phone and activity logs to document housing search efforts
- Working with HACSM staff, as needed, to ensure that information about the housing process is communicated in a clear, timely, and collaborative way that supports the participant household.
- Submitting monthly invoices and reports to HACSM specific to lease up progress and landlord engagement.
- Attending regularly scheduled meetings with HACSM staff to discuss any challenges or barriers in the housing search process for voucher holders or the HACSM or Provider process.

In addition to using their knowledge of any open/vacant units among existing landlord partners, the Provider will also help voucher holders seek other housing resources and will support the voucher holders in contacting the landlords.

Once a prospective unit is secured, the Provider's staff may conduct a preliminary inspection of the unit to address any concerns or questions from the landlord or voucher holder, then work with the voucher holder to help with the move-in. The preliminary inspection is not a replacement for the initial inspection conducted by HACSM; the Provider's preliminary inspection is only to identify potential areas of concern and prepare landlords for the final unit inspection.

The Provider, voucher holder, or prospective landlord can submit the Request for Tenancy Approval (RTA), signed by both the landlord and the voucher holder, to HACSM in a timely manner as a final Housing Quality Standards (HQS) inspection* will be scheduled and conducted by HACSM prior to start of a Housing Assistance Payments (HAP) Contract. Upon disbursement of the HAP Contract, HACSM will process any incentive bonuses for which the landlord may qualify.

*HACSM will conduct initial move-in inspections to ensure units are in compliance with Housing Quality Standards and rents are reasonable according to program requirements. HACSM will provide the final approval of rent for the units. The Provider is not expected to negotiate rent amounts or make commitments of rent amounts to landlords without HACSM approval.

The Provider's role concludes when the voucher holder is housed in a unit and a Lease and Contract have been fully executed. Ongoing case management is not required or expected

from the Provider. HACSM's primary focus with this proposal is to secure housing for the voucher holders we refer to the Provider.

Landlord outreach and engagement:

The Provider will build a base of landlords with units located in San Mateo County and landlords who accept voucher holders from HACSM. The Provider staff will regularly review listings for units and unit openings and contact landlords to discuss their interest in accepting voucher holders. When speaking with landlords, the Provider staff will carefully explain the structure of the rental assistance program and what the landlord can expect from both the Provider and HACSM.

Comprehensive data related to landlords and units must be tracked in a Provider database, preferably a cloud-based database, allowing the Provider staff to capture the following data: landlords who are in the engagement process with the Provider and those already working with the Provider; open or soon-to-open units; number of participants housed; and housing retention information.

The Provider will deliver the following information to HACSM monthly:

- Number of referrals received during the previous month
- Number of participants housed with the Provider's assistance
- Number of participants still searching for a housing unit
- Number of participants exited without being housed
- Number of landlords contacted during the previous month
- Number of open or soon-to-open units

Customer Service:

HACSM's expectation is to make its rental assistance programs more effective in linking referred voucher holders with vacant units and to meet the needs of three key stakeholders in San Mateo County:

- **Voucher holders (new or existing program participants)**, including households who are elderly and/or living with a disability, or who are at risk of voucher expiration or homeless individuals and families. The combination of landlord engagement and one-on-one housing search support helps participants find housing more quickly and sustain it more effectively over time. By developing and implementing not only a list of participating landlords, but a program of landlord outreach and engagement, the Provider will help create relationships that will open the housing market for other participants for years to come.
- **Landlords and property owners** who participate in renting to voucher holders. Landlords face their highest costs - in money and time - due to unit turnover, evictions, and vacancies. The Provider's housing location services and landlord engagement will help landlords mitigate these factors. The Provider's staff will work with landlords to fill units quickly; establish a positive relationship between tenants and landlords that reduce the risk of tenant issues and evictions; and explain clearly the expectations related to the rental subsidy payments.
- **Members of the public.** Even to members of the San Mateo County community who are not directly involved in this program as participants or landlords will benefit indirectly. When households are unable to secure affordable housing, they are forced to rely on expensive

public services, including hospital emergency rooms and shelters. These services are costly and provide little to no long-term help, perpetuating the cycle of homelessness and crisis. When these households are stably housed, however, their need for such services drops considerably, saving public resources that can then be used for other services.

Minimum Qualifications

The selected Provider should have a minimum of five (5) years of experience providing the same or similar services described above in the Scope of Services.

Sample of Billable Services

Services from the Provider will be reimbursable through an invoicing process. The reimbursements do not necessarily have to follow the sample of billable services below, but the services and rates will be part of the final Agreement between HACSM and the Provider:

- Upon HACSM referral, responding to and aiding voucher holders with housing location service
- Successful lease-up following HACSM referral
- Meeting with applicant (intake), as referred by HACSM
- Advocating services (1x1 applicant)
- Successful Lease up following 1x1 support activities

HACSM is expected to support activities that directly relate to the goals of its clients/voucher holders. If there are costs submitted by the Provider that do not directly relate or support HACSM clients, they will be excluded and considered not reimbursable.

Section III: Proposal Submission and Processing

The proposals in response to this RFP are due no later than **5:00 PM (Pacific Time) on Thursday, July 28, 2022.**

All proposals should be prepared on a computer and have consecutively numbered pages, including any exhibits, charts, or other attachments.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one copy in electronic format, preferably PDF, on a USB to:

Housing Authority of the County of San Mateo
264 Harbor Boulevard, Building A
Belmont, CA 94002
Attn: Debbie McIntyre

HACSM will date and time stamp the envelope containing the USB upon receipt. Proposals received after the deadline indicated above will not be considered. Proposals will not be accepted via facsimile, e-mail, or based on the date of the mail postmark. Delays in mail service or other methods of delivery will not excuse late proposal delivery. Proposers may not submit additional materials after the submittal deadline and incomplete applications will not be considered.

*The Department of Housing office lobby is closed to the public until further notice; however, there is personnel available to accept incoming mail, packages, and postal deliveries.

All proposals submitted in response to this solicitation must conform to the requirements and specifications outlined within this document in its entirety.

HACSM proposes to enter into a contract with a qualified and experienced agency to perform services based on the specifications in this RFP. Interested parties must submit the required information as listed below. All documents that are submitted as part of the RFP will become property of HACSM. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by HACSM, including the RFP document and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents.

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 HACSM. HACSM reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a Provider, if any.

HACSM reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposal or to award the Contract in whole or in part, if deemed to be in the best interests of HACSM to do so. HACSM will award the Contract to the firm, institution or agency determined by HACSM to have submitted the most responsive and responsible offer, based upon the criteria specified in this RFP.

HACSM may cancel this solicitation at any time. Proposals may be withdrawn before and after the RFP submittal deadline by submitting a written request to the contact person. Re-submittal before the RFP submittal deadline can be made; however, the proposals may not be re-submitted after the deadline.

Questions and Responses Process

Submit all questions relating to this RFP in writing to Debbie McIntyre via e-mail at dmcintyre@smchousing.org.

All questions must be received no later than 5:00 PM (Pacific Time) on Friday, July 15, 2022.

HACSM may, at its option, email prospective proposers with the questions and answers in addition to posting them on the website listed above. If you wish to receive such notice, you may email Debbie McIntyre at the email address above before you submit a proposal.

If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website. It is the responsibility of each proposer to check the website listed above for changes and/or clarifications to the RFP prior to submitting a response, and a proposer's failure to do so will not provide a ground for protest.

No change to the specifications or to the other terms and conditions of this solicitation will be made orally to any proposer.

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 HACSM if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the HACSM for release of such information.

If HACSM receives a request for any portion of a document submitted in response to this RFP, HACSM will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and HACSM 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, HACSM 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 HACSM and/or its officers, agents, or employees that the HACSM has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

Section IV: Proposal Content

The proposal should be submitted in the following format:

A. Cover Letter

Prepare a one-page cover letter on your letterhead which includes the name, address, and contact information for the Provider's primary person or persons and an indication of who is authorized to represent the Provider in negotiations, if needed.

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

B. Specified Content and Detailed Sequence of Information in the RFP

Each proposal should include sections addressing the following information in the listed order. The proposer should be sure to include all information that will enable the HACSM Evaluation Committee 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 think 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 earlier in this RFP.

C. Tabbing of Sections

Be sure your proposal is properly tabbed using the following sections:

Tab 1 - Provider's Qualifications and Experience

- a) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of your agency, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- b) How many employees do you plan to assign to this project if you are selected?
- c) How many people in total are employed by your company? Please delineate between employees and consultants (if applicable).
- d) If applicable, list the professional qualifications for everyone that would be assigned to provide services requested by this RFP, including date and school of any applicable degrees, additional applicable training, and any professional certifications/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 – Proposed Approach

This section describes your proposed approach for meeting the services required by the Department, as listed in Section II – Scope of Services. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the way you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- a) Describe how you will fulfill the needs of HACSM included in this RFP. Please attach a project plan, if appropriate.
- b) List your needs for physical space and/or equipment at HACSM during this engagement, if any. Keep in mind that the Department of Housing office remains closed to the public and use of space and/or equipment may be limited. Discussion can continue in this area once a Provider is selected.
- c) Identify how you will meet all other aspects of the scope of work and related requirements and list any items you cannot provide.
- d) Describe the measurements/metrics/deliverables/assessments you will provide on at least an annual basis to allow the HACSM to assess the services you will provide.

TAB 3 - Customer Service

- a) How will your services meet the needs of HACSM's customers and/or the public?
- b) In the event of a routine problem, who is to be contacted within your organization?
- c) In the event of the identification of a problem by HACSM, its clients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

TAB 4 - Claims and Violations Against Your Organization

Please list any current violations or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims or legal action against you.

TAB 5 - Cost to HACSM for Primary Services

- a) Provide a detailed explanation for all costs associated with your providing the requested services if you are selected.
- b) Is travel time to HACSM expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include such travel time or expenses are preferred unless the services requested require travel as part of the service.

TAB 6 - References

- a) List at least three business references for which you have recently provided similar services. Include contact names and phone numbers for all references provided.
- b) Provide at least three client references, if applicable and appropriate, for whom you provide more than occasional services. Include names and phone numbers for these individuals.

TAB 7 - Statement of Compliance with Contractual Requirements

A sample of HACSM'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 standard contract.

Proposals must advise HACSM of any objections to any terms in the contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, HACSM will assume the proposer is prepared to sign the contract as-is.

The sample standard contract attached to this RFP is a template and does not constitute the final agreement to be prepared for the vendor that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a Provider is selected, HACSM will work with the selected Provider to execute a contract. However, each proposal should address the general terms of the standard contract as outlined in this section.

Section V: General Terms and Conditions

Read all Instructions. Please 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 HACSM or otherwise reimbursed by the HACSM.

Proposal Becomes HACSM Property. The RFP and all materials submitted in response to this RFP will become the property of HACSM.

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

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify HACSM of such error in writing and request modification or clarification of the document. If a proposer fails to notify the HACSM 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 www.smchousing.org website as outlined above without divulging the source of the request for same. HACSM may, at its discretion, also give electronic notice by email to all parties who have notified HACSM 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 www.smchousing.org website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

Selection of Provider. The selection of a Provider will be memorialized in the form of an "Agreement with Independent Contractor", authorized by a resolution of the Housing Board of Commissioners.

HACSM reserves the right to reject any or all proposals without penalty. HACSM'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.

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

Jury Duty. The contractor must comply with the San Mateo County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employee's regular pay the fees received for jury service. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the HACSM 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.

Living Wage. Unless subject to a specific exemption under the Ordinance, contractors providing services or goods with services must comply with Chapter 2.88 of the San Mateo County Ordinance Code, which is the County of San Mateo Living Wage Ordinance. Such compliance includes, but is not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. The Ordinance requires a specific Living Wage be paid to employees working on certain contracts. Please see Chapter 2.88 of the San Mateo County Ordinance Code, to determine whether your contract is covered by the Ordinance or is exempt.

If the contract is exempt from the Ordinance OR if the proposer has no covered employees under the Ordinance, the proposer may satisfy this requirement by providing HACSM with written confirmation of the fact that (1) the contract is exempt from the Ordinance or it has no covered employees and (2) it will comply with the Ordinance with respect to any future qualifying employees.

Insurance. HACSM has certain insurance requirements that must be met. In most situations those requirements include the following: the Provider must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name HACSM 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 HACSM 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 HACSM employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

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

Travel Costs. If the services requested will require you or your employees to travel to the Bay Area, and if HACSM opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: 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. may be reimbursable on an actual-cost basis. You should not assume that HACSM will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs if applicable. Travel costs should be minimized or eliminated for a proposal to be competitive.

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

Section VI: Proposal Evaluation

All proposals received will be evaluated by an HACSM-RFP Evaluation Committee. During the evaluation process, HACSM may require a proposer's representative to answer specific questions orally and/or in writing. HACSM may also require a visit to the proposer's offices, other field visits or observations by HACSM representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended by the HACSM-RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

Responses to this RFP must adhere to the format for proposals detailed in Section IV – Proposal Content. 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 HACSM for the primary services described by this RFP
- References
- Compliance with RFP and contractual requirements

HACSM 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 HACSM. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, HACSM may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the HACSM reserves the right to evaluate proposals solely based on each provider'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 HACSM. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

HACSM reserves the right to accept proposals other than those with lowest costs.

Contract Award

Upon completion of the proposal evaluation process, the evaluation committee will submit its conclusions and recommendation to the Executive Director. If the recommendation is approved, the successful Provider will receive a Notice of Award; and thereafter, contract negotiations will begin, if required.

NOTICE TO PROPOSERS

HACSM 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, HACSM will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of HACSM.

PROTEST PROCESS

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email 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 Executive Director 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 and the RFP number, 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.

HACSM will respond to a protest within 10 business days of receiving it, and HACSM may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the HACSM will be final. The protest letter must be sent as follows:

Raymond Hodges, Executive Director
Housing Authority of the County of San Mateo
264 Harbor Blvd., Bldg A
Belmont, CA 94002

OR

Facsimile: 650-802-3373

OR

rhodges@smchousing.org

**AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO
AND [Provider Name]**

This Agreement is entered into this _____ day of _____, 20_____, by and between the Housing Authority of the County of San Mateo, hereinafter called "HACSM," and [Insert contractor legal name here], hereinafter called "Provider."

* * *

Whereas, it is necessary and desirable that the Provider be retained for the purpose of providing housing locator services for new and existing voucher holders under the Section 8 and special purpose voucher programs.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Provider

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

3. Payments

In consideration of the services provided by Provider in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, HACSM shall make payment to Provider based on the rates and in the manner specified in Exhibit B. HACSM reserves the right to withhold payment if HACSM determines that the quantity or quality of the work performed is unacceptable. In no event shall HACSM's total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the HACSM makes any advance payments, Provider agrees to refund any amounts in excess of the amount owed by the HACSM at the time of contract termination or expiration. Provider is not entitled to payment for work not performed as required by this agreement.

4. Term

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

5. Termination

This Agreement may be terminated by the Provider or by HACSM 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, Provider 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.

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

HACSM may terminate this Agreement for cause. To terminate for cause, HACSM must first give Provider notice of the alleged breach. Provider 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 Provider fails to cure the breach within this period, HACSM 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 HACSM provides notice of an alleged breach pursuant to this section, HACSM may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. HACSM has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and HACSM shall use reasonable judgment in making that determination.

6. Contract Materials

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

7. Relationship of Parties

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

8. **Hold Harmless**

a. **General Hold Harmless**

Provider shall indemnify and save harmless HACSM 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 Provider 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 Provider 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 Provider'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 HACSM and/or its officers, agents, employees, or servants. However, Provider's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which HACSM 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 Provider to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. **Assignability and Subcontracting**

Provider 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 Provider under this Agreement without the prior written consent of HACSM. Any such assignment or subcontract without HACSM's prior written consent shall give HACSM the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

Provider 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, Provider 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

Provider shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Provider 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 Provider's operations under this Agreement, whether such operations be by Provider, any sub- Provider, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

HACSM 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 HACSM and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the HACSM 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, HACSM, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Provider 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 HACSM 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.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

Provider 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. Provider's equal employment policies shall be made available to HACSM upon request.

c. Section 504 of the Rehabilitation Act of 1973

Provider 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 Providers who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Provider 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 Provider'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 Provider and any subProvider 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 Providers and subProviders to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Provider certifies that no finding of discrimination has been issued in the past 365 days against Provider 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 Provider within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Provider shall provide HACSM 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 HACSM.

g. Reporting: Violation of Non-discrimination Provisions

Provider shall report to the HACSM 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 Provider 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 Provider 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 Provider 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 HACSM Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Provider under this Agreement or any other agreement between Provider and HACSM.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Provider certifies all Provider(s) and subProvider(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and SubProviders as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Provider shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Provider 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 Provider, 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 Provider or that the Provider may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Provider certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Provider has no employees in San Mateo County, it is sufficient for Provider to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Provider 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, Provider shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Provider acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

(c) Provider agrees upon reasonable notice to provide to HACSM, to any Federal or State department having monitoring or review authority, to HACSM's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of HACSM, to:

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

In the case of Provider, to:

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

18. Electronic Signature

Both HACSM and Provider 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.

* * *

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

For Provider: [PROVIDER COMPANY NAME]

Provider Signature

Date

Provider Name (please print)

HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO

By:

Date:

Exhibit A

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

SAMPLE

Exhibit B

In consideration of the services provided by Provider described in Exhibit A and subject to the terms of the Agreement, the Housing Authority of the County of San Mateo shall pay Provider based on the following fee schedule and terms:

SAMPLE