



# REQUEST FOR PROPOSALS

Title: 2023 On-Call Engineering and Professional Services

Department of Public Works  
Utilities-Flood Control-Watershed Protection  
Section

The County of San Mateo Department of Public Works' Utilities-Flood Control-Watershed Protection Section (Section) is seeking proposals for On-Call Engineering and Professional services for Public Works Projects within the County of San Mateo. The categories to be awarded include:

- 1) Flood Control and Drainage System Study and Design
- 2) Water Supply and Distribution System Study and Design
- 3) Sanitary Sewer System Study and Design
- 4) Streetlight System Study and Design
- 5) Environmental Protection and Stormwater Management Study and Design
- 6) Environmental Permitting and Compliance
- 7) Biological Monitoring
- 8) Closed Landfill Management and Monitoring
- 9) Construction Management and Inspection (CM)
- 10) Community Engagement and Outreach

<b>Solicitation Number</b>	DPW-20230814- Utilities - Engineering and Professional Services
<b>Number of contracts expected to be awarded</b>	TBD
<b>Estimated Value or Range per contract</b>	\$250,000-\$1,500,000
<b>Funding Sources</b>	<input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> County <input checked="" type="checkbox"/> Other
<b>Expected Contract Duration</b>	36 months
<b>Options to Renew</b>	Option of one-time extension of 24 months
<b>Proposals Required</b>	3 hard copies (1 original, 2 copies); 1 electronic copy to be submitted via PublicPurchase.com (see pages 10)
<b>County Mailing Address</b> <i>(for hard-copy proposal submissions)</i>	County of San Mateo Department of Public Works 555 County Center, 5th Floor Redwood City, CA 94063 Attention: Mark Chow
<b>E-mail Addresses for Protests</b>	<a href="mailto:sjohnson@smcgov.org">sjohnson@smcgov.org</a> & <a href="mailto:protests@smcgov.org">protests@smcgov.org</a>
<b>RFP Released</b>	August 14, 2023 12:00 PM PST
<b>Pre-proposal meeting date and time</b>	NA
<b>Pre-proposal meeting location</b>	NA
<b>Deadline for Questions, Comments and Exceptions</b>	August 28, 2023 5:00 PST
<b>Proposal Due Date and Time</b>	September 8, 2023 5:00 PST
<b>Interviews</b>	TBD, if necessary
<b>Submission to County Board for approval</b>	November 14, 2023
<b>Anticipated Contract Award Date</b>	November 14, 2023

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## **SECTION I - DEFINITIONS**

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

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

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

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

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

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

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

**County:** San Mateo County.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION II - INSTRUCTIONS FOR PROPOSERS**

### **2.1 PRE-SUBMITTAL ACTIVITIES**

#### **A. Registration**

- (1) Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:

<https://www.publicpurchase.com/gems/register/vendor/register>

- (2) The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase at:  
[http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info\\_register.html](http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html)

#### **B. Questions, Comments, Exceptions**

Submit questions, comments, and exceptions, including notifications of apparent errors, by the Deadline for Questions, Comments, and Exceptions to the designated questions field associated with this RFP at the Public Purchase site. Questions and comments received after the deadline may not be acknowledged.

- (1) Request for Changes

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

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

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

#### **C. Revisions to the Solicitation**

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

#### **D. Contact with County Employees**

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

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

E. Pre-proposal Conference and site visits

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

## 2.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

Number all pages of the proposal for each category being submitted on. Label and order each section as follows:

- (1) Cover letter – (up to 1 page) signed by an individual authorized to execute legal documents for the proposer, and identify the category submitted on, the materials submitted, and an overview of the firm's experience with the various types of projects that may be performed and an understanding of the role and relationships of the firm's staff in the development of these potential projects.
- (2) Authorized contacts - identify the name, title, and contact information of the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
- (3) Table of Contents, listing the major topics and their respective page numbers.
- (4) Exceptions to the solicitation, or to the final revised solicitation, if any.
- (5) Technical Proposal.
- (6) Supplementary Documents, as requested.
- (7) Price Proposal (**in sealed envelope**)

B. Technical Proposal Contents

- (1) Project Understanding - (up to 3 pages per category) Include a brief statement to show your firm's experience in the categories of potential projects, including key issues of previous projects of a similar nature and experience in dealing with those issues that you feel sets your firm apart.
- (2) Explain responses so as to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics, and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
- (3) Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.
- (4) If applicable or requested, include a project schedule with milestones, deliverables, dates, and a project management plan.
- (5) Specify any needs for physical space or equipment that the County must provide during the engagement.
- (6) Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

C. Supplementary Documents

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

- (1) Minimum Qualifications – (5 pages per category) This section should describe the nature and outcome of projects previously conducted by the consultant related to the category of work described within the RFP. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates for which the work was completed, and proposed team members who performed the work.



- (a) Work performed within last three (3) years involving study, design, and construction management, particularly any work performed for government agencies of similar nature.
  - (b) Support services available, such as testing and special inspection, which would be required for complex construction projects.
- (2) Organizational Capacity and Experience – (3 pages per category) This section should describe the qualifications and experience of each professional staff member who will participate in the project. An overall project manager must be designated, but the County understands that key staff will vary depending upon the services provided. Separate project managers for the various types of work are acceptable.
- (a) Provide an organizational chart(s) showing the project manager and project staff. If separate teams/staff are utilized for the different work categories, include an organizational chart for each category. If a subconsultant will be used, the organizational chart should indicate their role.
  - (b) In this section, Consultants also may choose to include a list of the names of probable subconsultants they would use. However, the County recognizes that possible changes in circumstances may prevent a consultant from ultimately using a particular subconsultant or subconsultants indicated on this list. Accordingly, the County will allow substitutions to be made if and when a consultant is engaged for future work. Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this contract and pursuant to the requirements of applicable federal, state, and local law, including but not limited to Title 2 of the CFR.
- (3) Samples, drawings, illustrations, and related items.
- (4) Attachments, certifications, and forms executed as applicable.
- (5) Team Resumes – (1 page resume for each key team member) Each proposal should contain the resumes of personnel critical to providing the desired services. Changes in Project Manager and/or subconsultants will be subject to review and approval by County.

D. Price Proposal

- (1) Price proposal shall not be submitted with the electronic submittal on the Public Purchase system but shall be included in a **separate sealed envelope** clear marked "PRICE PROPOSAL" with the hard copy submittal.
- (2) Provide a rate schedule for the key staff identified in your proposal for each category, if applicable, to be identified by classification.
- (3) If forms and templates are provided for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.
- (4) Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.
- (5) Include prices for the base period of service and if applicable, cost of living or adjustment percentages for each additional year including option years.
- (6) Requests for reimbursements for lodging, food and other miscellaneous per diem items shall be approved in writing by the County prior to beginning of work. Mileage reimbursements shall be recorded from the Consultant's main office (as designated by the County) to the project site.
- (7) Cost of living or adjustment percentages increase per year shall not exceed 3%.
- (8) Unless otherwise indicated, when applicable, in the price of an item, include all licenses required for operation, as well as upgrades and revisions to software over the term.

## 2.3 PROPOSAL SUBMISSION

### A. Submit proposals as directed below.

#### (1) Electronic Submissions

Include the RFP title, the proposer name, and category number in each filename. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

If the proposer is submitting on multiple categories, the electronic submissions shall name each proposal in the following manner: RFP#\_ProposerName\_Category#.pdf

#### (2) Conflicts Between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

#### (3) Hard Copy Submissions

(a) Submit proposals with all required documents in a sealed package to the designated County Mailing Address. Within the package, submit the Technical Proposal and the Price Proposal in separate envelopes. Clearly mark the following information on the outside of the package:

- Proposer Name
- Return address
- Solicitation title
- Solicitation number

(b) Submit proposals and all required documentation so as to physically reach the designated address by the Due Date and Time.

(4) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.

### B. Errors in Proposals

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

## 2.4 PROPOSER CERTIFICATIONS

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

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and

- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

## **2.5 WITHDRAWAL OF PROPOSALS**

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

## **2.6 NO COMMITMENT**

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

## **2.7 ESTIMATED QUANTITIES**

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

## **2.8 PROPOSER SELECTION**

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

### **A. Determination of Responsiveness**

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

### **B. Proposal Evaluation**

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

### **C. Determination of Responsibility**

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

## **2.9 CONTRACT AWARD**

### **A. Notice of Intent to Award**

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

B. Award Procedure

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

C. Commencement of Performance

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

## 2.10 PROTESTS

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

A. Protest Eligibility, Format, and Address

- (1) Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.
- (2) The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.
- (3) Submit protests to the Utilities-Flood Control-Watershed Protection Section by e-mail to [sjohnson@smcgov.org](mailto:sjohnson@smcgov.org) and [protests@smcgov.org](mailto:protests@smcgov.org) or via hard copy to: County of San Mateo, Department of Public Works, 555 County Center, 5<sup>th</sup> Fl, Redwood City, CA 94063

B. Protest Deadlines

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

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

C. Protest Contents

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

D. Reply to Protest

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

E. No Stay of Procurement Action during Protest

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

**2.11 PUBLIC RECORDS**

A. General

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

B. Confidential Information

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

## **SECTION III - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA**

### **3.1 MINIMUM QUALIFICATIONS**

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

- The proposer has been actively and normally engaged for the past three (3) years in providing engineering and professional services described in this solicitation.
- The proposer is legally authorized to do business in the State of California.

### **3.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE**

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

#### **A. Organizational Capacity:**

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

#### **B. Experience**

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

### **3.3 REFERENCES**

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

### **3.4 EVALUATION CRITERIA**

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

- 50% - Method and approach
  - Apparent understanding of the scope of services to be provided
  - Appropriateness of the proposed solution/services
- 50% - Experience and organizational capacity
  - Qualifications and experience of both the proposer and key personnel
  - Experience with other public agencies
  - Organizational resources and staff, apparent ability to meet any required timelines or other requirements

Proposals should be limited to specific discussion of the elements outline in the RFP. The intent of the RFP is to encourage responses, which allow the County to understand your firm's experience and qualifications for **each Category of Work**. Consultant submittals shall be brief and concise, containing no more than the minimum number of pages allowed.

### **SECTION IV - INSURANCE**

Provide evidence of insurance for each of the checked categories

<input checked="" type="checkbox"/>	<b>General Liability</b> (Including operations, products and completed operations, as applicable.)	<b>\$1,000,000</b> - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input checked="" type="checkbox"/>	<b>Automobile Liability</b>	<b>\$1,000,000</b> - per accident for bodily injury and property damage.
<input checked="" type="checkbox"/>	<b>Workers' Compensation</b>	<b>As required by the State of California</b>
<input type="checkbox"/>	<b>Employers' Liability</b>	<b>\$1,000,000</b> - each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.
<input checked="" type="checkbox"/>	<b>Professional Liability</b> (Errors and Omissions)	<b>\$1,000,000</b> - per occurrence.

## ***SECTION V - STANDARD TERMS AND CONDITIONS***

**PLEASE NOTE:** The sample standard contract attached to this RFP (Enclosure 1) is a template and does not constitute the final agreement to be prepared for the consultant that is selected. Do not attempt to insert missing information and complete the attached sample. Once a consultant is selected, the Department will work with the selected consultant to draft a consultant-specific contract using the template. However, each proposal should address the general terms of the standard contract as outlined in this section.



## **SECTION VI - SCOPE OF WORK AND SPECIAL PROVISIONS**

### **6.1 SUMMARY**

The Section is seeking engineering and professional services in the following general categories:

- 1) Flood Control and Drainage System Study and Design
- 2) Water Supply and Distribution System Study and Design
- 3) Sanitary Sewer System Study and Design
- 4) Streetlight System Study and Design
- 5) Environmental Protection and Stormwater Management Study and Design
- 6) Environmental Permitting and Compliance
- 7) Biological Monitoring
- 8) Closed Landfill Management and Monitoring
- 9) Construction Management and Inspection (CM)
- 10) Community Engagement and Outreach

The consultants shall provide services to include, but not limited to: topographic and bathymetric surveys, hydraulic and hydrologic studies, geotechnical studies, landfill management and monitoring, civil engineering design, utilities undergrounding design, environmental permitting and analysis, project management, construction management, and other various professional services. Consultants may submit for and qualify to provide services in more than one category, or they may limit their submittal to one of the above categories. Indicate in your cover letter the categories for which you are submitting.

As part of the various categories, the Consultant will need to perform the following tasks, if required;

- Prepare Plans (AutoCAD Civil 3D), Specifications, and Engineer's Estimate (PS&E) packages at the 60%, 90%, 100% Draft and 100% Final stages.
- Compile, respond and incorporate comments on the 60%, 90%, 100% Draft and 100% Final stages.
- Consultant shall provide backup documentation on the plans, specifications, and engineer's estimate. (i.e quantity take offs, calculations, AutoCAD drawings, field data)
- Consultant shall provide a project schedule and provide updates to the schedule, as needed.
- Consultant shall coordinate closely with County staff at each stage of the work.
- Perform field surveys and investigations, including but not limited to; topographical and bathymetric surveys, field visits to verify utility locations, and potholing to determine utility depths.
- Prepare base maps, preliminary layouts, estimates of probable costs and alternatives.
- Prepare quantity calculations, capacity calculations, structural calculations, and other items needed to support project design.
- Coordinate with Utilities Division to resolve utility conflicts.
- Coordinate permits, process applications, plans and reports and obtain clearance from regulatory agencies, such as, Army Corps of Engineers, California Department of Fish and Wildlife, US Fish and Wildlife, National Marine Fisheries Service, Regional Water Quality Control Board, Caltrans, Coastal Conservancy, County Planning Department.

- Prepare meeting agenda, record meeting minutes, and distribute meeting minutes to all attendees.
- Prepare for, attend, and present at community meetings, as necessary.
- Outreach to local residents, stakeholders, neighborhoods, and community groups for various projects and efforts, including but not limited to preparation of notices, brochures, media relations, and social media engagement.

As part of the various categories outlined above, the Consultant will need to be familiar with the following documents. This is not intended to be a comprehensive list of materials, and requirements may change throughout the contract term.

- Caltrans 2018 Standard Plans and Specifications
- San Mateo County Standard Plans and Specifications
- National Pollutant Discharge Elimination System Permit (NPDES) Requirements
- Municipal Regional Stormwater Permit (MRP)
- State Historic Preservation Act (SHPO) Section 106
- Senate Bill 857 Fish Passages
- California Fish and Game Codes
- Cal-IPC Inventory
- County of San Mateo Department of Public Works Quality Assurance Program (QAP)
- National Associations of Sewer Service Companies Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP)

## **6.2 DESCRIPTION OF PROJECTS AND SERVICES**

This section provides a sampling of the potential types of work and projects that have been identified. This RFP is not limited to only these projects and the types of projects have been separated into the appropriate Categories of Work.

### **A. Category 1 – Flood Control and Drainage System Study and Design**

These projects are related to flood control and storm drainage facilities (existing channels and pump stations). Services can vary including the following:

- Hydraulic modeling and analysis
- Hydrologic modeling and analysis
- System analysis and planning (Master Plans)
- Condition assessment
- Geographic information system assessments
- Computerized maintenance management system assessments
- Pump station evaluation and design
- 3-D and 2-D modeling (HEC-RAS, SWMM5, StormCAD, etc.)
- Project element design to meet RWQCB NPDES Requirements
- Drainage system analysis reports

- Floodplain analysis
- Scour analysis
- Watershed analysis
- Flood Control analysis
- Pipe network evaluation
- Water quality analysis and monitoring

Services may include the following types of design:

- Channel wall repair/replacement
- Channel widening
- Storm drain facilities
- Stormwater best management practices
- Tide gates
- Pump station upgrades
- Trash capture devices
- Erosion Protection
- Storm basin design and analysis

#### B. Category 2 – Water Supply and Distribution System Study and Design

These projects are related to water supply and distribution systems for two small rural water systems that rely on surface water or groundwater. Services can vary including the following:

- Water system hydraulic modeling
- System analysis and planning
- Condition assessment
- Rate studies
- Aquifer analysis
- Sanitary survey
- GIS and mapping

Services may include the following types of design:

- Wells
- Tanks
- Treatment plant upgrades
- Fire hydrants
- Pump stations

- Flow control devices
- Pipes (new, rehabilitation, replacement)

C. Category 3 – Sanitary Sewer System Study and Design

These projects are related to sanitary sewer systems. The Department administers ten sewer maintenance and sanitation districts ranging in size from 15 connections to 7,100 connections. A Geographic Information System (GIS) and a Computerized Maintenance Management System (CMMS) are in place and being used daily by staff. Services can vary including the following:

- Sanitary sewer system hydraulic modeling
- System analysis and planning (Master Plans)
- Condition assessment
- Flow meter calibration and verification
- Geographic information system assessments, improvements, and asset updates
- Computerized maintenance management system assessments, improvements, and asset updates
- Sewer System Management Plan (SSMP) improvements, updates, and on-going training
- Rate studies
- State Revolving Fund Loan Applications

Services may include the following types of design:

- Pipes (new, rehabilitation, replacement)
- Manholes (new, rehabilitation, replacement)
- Flow meters
- Trenchless technology
- Information technology improvements

D. Category 4 – Street Light System Study and Design

These projects are related to street light systems. The Department administers eleven streetlighting districts and one County Service Area ranging in size from 29 streetlights to 584 streetlights. A Geographic Information System (GIS) and a Computerized Maintenance Management System (CMMS) are in place and being used daily by staff. Services can vary including the following:

- Under-grounding of streetlight wiring
- System analysis and planning (Master Plans)
- Condition assessment
- Geographic information system assessments, improvements, and asset updates
- Computerized maintenance management system assessments, improvements, and asset updates
- Conversion to LED

Services may include the following types of design:

- Conduits (new, rehabilitation, replacement)

- Poles (new, rehabilitation, replacement)
- Lighting fixtures (new, rehabilitation, replacement, conversion)
- Information technology improvements

E. Category 5 – Environmental Protection and Stormwater Management Study and Design

These projects are related to maintenance or improvement projects within or near sensitive habitats or Total Maximum Daily Load (TMDL) impaired waterbodies. Anticipated projects would likely be located within sensitive habitat and are required to be designed in a more environmentally conscious way to ensure compliance with regulatory and state requirements. Services can vary including the following:

- Design of bio-engineering elements in various projects
- Design of stabilization of creek banks using vegetated or natural methods
- Fish passage analysis and design
- TMDL roadway erosion and sediment inventory and assessment
- Incorporation of environmentally friendly solutions
- Development of standards and details

Services may include the following types of design:

- Vegetated rock slope protection slip-out repair
- Vegetated boulder and rootwad revetment bank stabilization
- Willow or log crib wall bank stabilization
- Vegetated soil lift slip-out and bank stabilization
- Design of large woody debris structures
- Creek/Riparian restoration
- Wetland/Marsh restoration
- Green infrastructure
- Trash full trash capture devices
- Special-status species habitat restoration implementation and monitoring plans
- Mitigation implementation and monitoring plans

F. Category 6 – Environmental Permitting and Compliance

The Consultant shall assist with permitting of various projects, preparing the necessary supporting documents, permitting tasks associated with the County's Routine Maintenance Program, and a variety of tasks associated with stormwater permit compliance. Projects are typically located near waterways or environmentally sensitive areas and require a full suite of permits.

Services can vary depending on the types of permitting documents required, including the following:

- CEQA/NEPA compliance
- Initial Study/Negative Declaration

- Environmental Impact Statement/Environmental Impact Report
- Biological and cultural resources assessment
- Regulatory agency permits (i.e., U.S. Army Corps of Engineers Nationwide and Regional Permits, State Regional Water Board 401 Water Quality Certification, California Department of Fish and Wildlife Streambed Alteration Agreement, Programmatic Permits, etc.)
- Wetlands delineation
- Alternatives analysis
- National Pollutant Discharge Elimination System (NPDES) Municipal Regional Permit (MRP) compliance
- NPDES Construction General Permit (CGP) compliance
- Area of Special Biological Significance Special Protections compliance
- Various Total Maximum Daily Load compliance

The Consultant shall have experience working with the various regulatory agencies and have knowledge of the permit application process for the following agencies at a minimum:

- U.S. Army Corps of Engineers
  - Section 404 Permit Application (Individual, Nationwide and Regional Permits)
- CA Department of Fish and Wildlife
  - Streambed Alteration Agreement
- San Francisco Bay and Central Coast Regional Water Quality Control Boards
  - 401 Certification and/or Water Discharge Requirements
- US Fish and Wildlife Service/ National Marine Fisheries Services
  - Endangered Species Act (ESA) section 7 & 10
- California Coastal Commission
  - Coastal Development Permit
- Bay Conservation and Development Commission (BCDC)
- Incidental Take Permit

The Consultant shall perform CEQA review based on the County Planning and Building Department's CEQA Checklist. When a public review period is required, the Consultant shall be responsible for distribution and public advertising of the CEQA document. The Consultant shall review and track all comments received on the document, respond to all comments received, and file all necessary documentation to adopt and certify the environmental document. Consultant may be required to present information or respond to questions during meetings in which documents are being considered for approval or certification.

G. Category 7 - Environmental Monitoring

Consultant shall provide various biological assessments and environmental monitoring services in support of project designs, during construction and maintenance activities, and for mitigation and conservation areas.

Consultant services shall include, but no be limited to:

- Performing nesting bird, woodrat, and rare plant surveys prior to the start of construction and providing recommendations for protective measures.
- Perform necessary training to Contractor’s employees on the sensitive species that could potentially be encountered during the project.
- Inspection of site Best Management Practices (BMPs) and biological protection features, including but not limited to: environmental sensitive area fencing, special status species exclusion fencing and funnels, etc.
- Mitigation, restoration, and conservation area monitoring, including photo points, vegetation sampling, wildlife surveys, geomorphic/hydraulic assessment, and preparation and submittal of reports, on a timely basis to be determined by the engineer or project manager. Consultant shall also provide documentation to various regulatory agencies.
- Monitor maintenance and construction activities including any grading, excavation, or other ground disturbing activities within the project area throughout the duration of the project.
- Perform preconstruction surveys for wildlife and identified special status species within the project area.
- Biologists will have all necessary State and Federal certifications to relocate special status species, if required, from the project area.
- Archaeological monitoring during ground disturbing activities.
- Prepare a daily monitoring report that provides a detailed written description of work conducted during that day.

The consultant shall be approved or be able to obtain approval by both the United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) prior to pre-construction activities. Consultant will be required to adequately demonstrate to the County that their staff are or can be approved by the USFWS and CDFW to work on the Project.

H. Category 8 – Closed Landfill Management and Monitoring

Consultant shall provide various monitoring, inspection, and testing services for two closed landfills located in Half Moon Bay and Pescadero. Monitoring and reporting is required on a quarterly basis.

Services can vary including the following types of projects:

- Closed landfill water quality and gas monitoring and reporting
- Groundwater monitoring well and gas monitoring probe design
- Landfill cap stability evaluation, monitoring, and survey
- Landfill remediation plans or cleanup analysis and design

I. Category 9 – Construction Management and Inspection (CM)

The Consultant shall provide all services necessary and required for the inspection, management, coordination, and administration of a Project, so that the required construction work is properly executed, completed in a timely fashion, and conforms to the requirements of the project plans and specifications. Projects can vary including the following:

- Sanitary sewer system improvements
- Water supply and distribution system improvements
- Street light system improvements

- Flood control system improvements
- Inactive landfill repairs or remediation work
- Habitat restoration and mitigation implementation construction projects

The Consultant shall also provide, if required, on-site testing of materials and have access to a testing laboratory to perform any required laboratory tests. These tests will include but not be limited to, compaction test, soil tests, concrete tests, and any other tests not mentioned but necessary to adhere to the Project plans and specifications and the Department's approved Quality Assurance Program (QAP). The laboratory will provide copies of the Caltrans certifications for the various tests performed in the QAP. If the Consultant's laboratory is not certified by Caltrans for specific tests, you may still submit a proposal if your firm can obtain certification prior to the execution of an agreement, or is partnered with a sub-consultant firm which is Caltrans certified for tests listed in the QAP.

The Consultant shall be familiar with the Federal Process for construction jobs, including, all necessary documentation, job site interviews, and logs.

The general services to be provided during the term of this contract shall include, but not be limited to:

- Maintain accurate, orderly, and detailed records of all activities performed under this contract, and make these files readily available both in hard copy and electronic format at all times immediately upon request.
- Schedule and conduct job meetings with the Contractor, representatives from the Department, representatives from other County Departments, regulatory agencies, and any other entities or individual involved with the Project.
- Submit written progress reports to the Department on a weekly basis, unless otherwise directed, including percentage of work completed, number and amount of change orders, update on the budget of the project, daily logs, statement of working days, photographs of work, and any other pertinent information on the work of the Contractor.

The services to be provided during the pre-construction phase shall include, but not be limited to:

- Attend and lead the pre-construction meeting, including taking meeting minutes, and distributing said minutes after meeting.
- Review and approve shop drawings and submittals.
- Review and approve project schedules.
- Review and respond to Request for Information (RFI's).

The services to be provided during the construction phase shall include, but not be limited to:

- Prior to commencement of work, verify the Contractor has performed all necessary work that is required including notification of residents, installation of Best Management Practices (BMPs) as per the approved SWPPP, and installation of Construction Advisory Signs.
- Provide value engineering based on the approved plans and specifications prior to the start of the work.
- Provide technical inspection, management, and administration of the work on the Project until final completion and acceptance of work by the Department.
- Provide field inspections, at an interval to be determined by the Department.
- Verify the work performed and materials furnished are in compliance with the approved plans, specifications, submittals and any other requirements.



- Provide offsite inspection of plants, if deemed necessary, of raw materials to be used on the Project to ensure compliance with plans, specifications, submittals, and any other requirements.
- Ensure that no work is completed that has not been properly approved or otherwise fails to conform to the plans, specifications, submittals, or other requirements.
- Provide or supervise the field-testing of materials and items of work, quality control tests, and any other tests as required by the Project.
- Consultant shall have access to a laboratory to provide any required testing, as needed. The laboratory will need to have Caltrans certifications for the various tests as outlined in the County's QAP.
- Maintain a record of statement of working days and distribute copies at the end of each working week to the Department, the Contractor, and other interested parties as determined by the Department.
- Maintain accurate, orderly and detailed daily job diary or log book describing all activities which occurred on the Project on a daily basis. Include a breakdown identified by trade of the personnel on site. Include a breakdown of the equipment used identified by model and make and the number of hours the equipment was used on site. Include the measurement of quantities of work performed on a daily basis that matches the bid items in the project specifications. Note the weather conditions, any site visits by the public or outside agencies, any decisions reached, problems encountered, general and specific observations, and all other pertinent information relative to the performance of the Project.
- Maintain accurate, orderly, and detailed files and written records and documents regarding the Project, including correspondence, minutes, progress reports, shop drawings, submittals, construction contract documents, change orders, addenda, and approved SWPPP. Copies of critical documents will be kept on site during inspection.
- If work is to be performed on a time and materials basis, maintain accurate and detailed records of work performed, track the hours worked by each individual, including identification by trade, the hours worked by equipment and the materials delivered and installed on site.
- Review all progress payment requests for accuracy of actual work completed in the field.
- If disputes or claims arise during the course of the construction contract, Consultant shall provide written documentation and support for the Department. Consultant shall provide recommendation on the validity of disputes or claims and shall support the Department in challenging the claims if deemed appropriate. The Consultant shall make themselves available to provide testimony, written dialog of events, and summary of notes and first hand experience.
- Review all requests for Change Orders from the Contractor and obtain cost proposals from the Contractor. Prepare a report recommending approval or disapproval on Change Orders providing detailed description evaluating the costs based on the quantities of labor, equipment, and materials.
- Provide clear communication to the County during day-to-day inspection activities and be available via cell phone for duration of the project.

The services to be provided during the Project Completion Phase shall include, but not be limited to:

- Schedule, attend, and lead final walkthrough.
- Create detailed punchlist report of any discrepancies or deficiencies in the finished work to be resolved prior to project closing and ensure Contractor completes punchlist prior to filing the Notice of Completion.

- Prepare and deliver “As-Built” record drawings, if required.
- Prepare any necessary reports, forms, or documents as required by permit conditions and file with appropriate agencies.
- Collect guarantees from manufacturer, maintenance, and operation manuals, warranties, and any other data required from the Contractor.
- Provide a completion report that includes all daily logs, photographic records, approved submittals, correspondence, change orders, laboratory and plant testing reports, and any other documents obtained during the course of the Project. A hard copy of the report with all supporting documents will be provided to the Department in a binder. Electronic copies of the summary report with all supporting documentation will be provided by either email, on a CD, or on a flash drive.

J. Category 10 – Community Engagement and Outreach

The Consultant shall provide all services necessary and required supporting specific County policies and projects during all phases of project development, including the environmental planning process, ongoing communications with stakeholders for on-going and upcoming projects, and engagement assistance for conceptualizing new projects. Projects can vary including the following:

- Sanitary sewer system improvements
- Sanitary sewer service rate increases consistent with Proposition 218
- Water treatment and distribution system improvements
- Water system service rate increases consistent with Proposition 218

### 6.3 PREVAILING RATES

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

***SECTION VII - ENCLSOURES***

- 7.1 ENCLOSURE 1: CONTRACTOR'S DECLARATION FORM**
- 7.2 ENCLOSURE 2: STANDARD COUNTY AGREEMENT WITH INDEPENDENT CONTRACTOR**
- 7.3 ENCLOSURE 3: CHAPTERS 2.84 OF THE ORDINANCE CODE OF SAN MATEO COUNTY**
- 7.4 ENCLOSURE 4: CHAPTERS 2.85 OF THE ORDINANCE CODE OF SAN MATEO COUNTY**

# Enclosure 1. Contractor's Declaration Form

## County of San Mateo Contractor's Declaration Form

### I. CONTRACTOR INFORMATION

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

### II. EQUAL BENEFITS (check one or more boxes)

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

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

### III. NON-DISCRIMINATION (check appropriate box)

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

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

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

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

The County intends to make use of federal funding from the Department of Homeland Security to partially reimburse the County for costs associated with this agreement.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

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

**1. Exhibits and Attachments**

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—FEMA Requirements
- Attachment I—§ 504 Compliance *(Delete this if not needed)*
- Attachment IP – Intellectual Property
- Appendix A – Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Appendix B – Disclosure of Lobbying Activities (if applicable)
- Appendix C – DBE Information – Good Faith Effort

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

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

**3. Payments**

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

**4. Term**

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

**5. Termination**

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

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

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

**6. Contract Materials**

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

**7. Relationship of Parties**

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

**8. Hold Harmless**

**a. General Hold Harmless**

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

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

**b. Intellectual Property Indemnification**

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

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

to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

## **9. Assignability and Subcontracting**

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

- (a) Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this Agreement and pursuant to the requirements of applicable federal, state and local law, including but not limited to Title 2 of the CFR.
- (b) Debarment and Suspension: Contractor will assure that as provided in CFR, Title 2 as applicable, that it must not award subcontracts with at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- (c) Procurement of Sub-contractors: Contractor's procurement procedures must conform to applicable federal, state and local law including procedures outlined in Title 2 of the CFR. In the event of any conflict between federal, state, and local requirements, the most restrictive requirement must be applied.
- (d) Monitoring: Contractor will be responsible for managing and monitoring routine operations of services performed under this Agreement including each project, program, sub grants or any other function supported by Contractor's sub-contractors/sub-grantees to ensure compliance with all applicable terms and conditions of this Agreement, including the requirements in Title 2 of the CFR . If Contractor at any time discovers that services under this Agreement have not been used in accordance with the terms and conditions of this Agreement including federal, state and local law, Contractor will take action to recover such funding.
- (e) In addition to complying with the Uniform Rules and the enabling laws, implementing regulations, and FEMA policies for a grant or cooperative agreement program, the contractor must also comply with all other applicable Federal laws, regulations, and executive orders, including those contained in the Department of Homeland Security Standard Terms and Conditions in effect at the time federal financial assistance funds are awarded.



**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

**c. Liability Insurance**

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

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

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

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

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

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

The Contractor agrees to comply with Federal requirements and procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Furthermore, the Contractor shall require and enforce similar compliance with all subcontractors.

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

**a. General Non-discrimination**

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

**b. Equal Employment Opportunity**

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

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

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

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

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

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

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

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

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

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

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

**14. Retention of and Access to Records; Right to Monitor and Audit**

- (a) The contractor shall retain all project records for a minimum of three years after all agency projects funded under this grant award (not just this present contract) are completed. In addition to this storage requirement, the contractor shall provide an electronic copy of all records in a bon fide electronic documents management format which provides unalterable copies. This requirement applies to the prime contractor and all sub contractor's project records. However, it is the responsibility of the prime contractor to provide all of the records, both the prime contractor and subcontractor's records. 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.
  - i. The contractor agrees to provide San Mateo County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (d) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (e) The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

**15. Merger Clause; Amendments**

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

**16. Controlling Law; Venue**

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

**17. Notices**

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

In the case of County, to:

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

In the case of Contractor, to:

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

**18. Electronic Signature**

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

**19. Payment of Permits/Licenses**

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

**20. Contract Remedies:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement by Contractor, County shall retain the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. A waiver by County of any occurrence of breach or default is not a waiver of subsequent occurrences and shall be limited to that particular occurrence.

\* \* \*

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:**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)



**For County:**

\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo

## Exhibit A – Services

1. Description of Services to be Performed by the Contractor:  
*(To be completed based on category prior to execution of agreement)*
  
2. Task Order Negotiation, Authorization, and Amount and Method of Payment:
  - A. Negotiation: Contractor shall be entitled to payments in consideration for work performed per above, and based on those professional fees set forth in Exhibit B. Separate and individual “not-to-exceed” (NTE) cost proposals may be requested from Contractor during the term of the Agreement. The Department shall review the proposal as to scope, cost and delivery schedule.
  - B. Task Order Authorization: Each task order shall include specific work requirements, time frames for completion and NTE cost amount, which shall be mutually agreed upon by Contractor and County in writing prior to commencement of each task order. Once a proposal is found to be acceptable, a task order authorization shall be issued, as needed and at the Department’s sole discretion for each individual project or scope of work as defined in the task order. Contractor shall commence work upon receipt of task order authorization. Contractor agrees to complete the approved project or task order work for an amount equal to or less than the approved project or task order NTE amount and within the time limits set forth in the approved project or task order timetable.
  - C. Amount and Method of Payment: The Contractor may have several task orders assigned by the County as part of this on-call agreement. Payment shall not be made for any work unless approved and authorized in advance by the County. Total compensation paid to the Contractor for all task orders assigned will not be greater than the NTE amount of the agreement and may be less than the NTE amount of the agreement. Since this is an on-call agreement, the number of task orders issued is indeterminate, the resulting total compensation paid to the Contractor may be significantly less than the NTE amount of the agreement. The Contractor’s fee schedule rates shall not be adjusted unless approved through a contract amendment by the Contractor and the County. Invoice(s) may be submitted by Contractor according to progress achieved and recognized by the Department, for payment by the County thirty (30) working days from date of receipt, provided that the invoices are complete and absent errors and/or corrections as may be found upon review of invoice(s).
  
3. Reimbursable Expenses:

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost, or as stipulated in Exhibit “B”, Payments, upon submission of an expense report with backup documentation and County approval. Reimbursable expenses shall be included in the “not-to-exceed” cost proposals. Reimbursable expenses are defined as job-related expenses directly incurred by the Contractor in the performance of services provided under the Agreement. These include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar, and travel expenses within a 50 mile



radius from Contractor's office to the job site. Reimbursement for all other travel in connection with the project or task order shall be at the same rate granted to employees of the County and must be approved in advance and in writing by the County.

4. Changes in Work:

Upon agreement by both County and Contractor, any substantive changes to the timeline, "not-to-exceed" amount, or scope of work of a task order must be approved in writing and will result in an amendment to the task order. All other terms and conditions of the Agreement shall remain in full force and effect.

5. Task Order Form:

A copy of the Task Order Authorization letter is attached to the Agreement.



Ann M. Stillman  
Director

County Government Center  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
650-363-4100 T  
650-361-8220 F  
[www.smcaov.org](http://www.smcaov.org)

Month Day, Year

Contact Name  
Vendor  
Address  
City, State Zip

**RE: Task Order #[X] between the County of San Mateo and (Vendor Name)**  
**Agreement Number: XXXXXX Agreement Term: XXX**

**Project Number: XXX Resolution Number: XXX**  
**Task Order Name: Task Order Title Federal Aid Number: XXX**

Contact Name:

Effective today, this letter shall serve as written authorization for Task Order #[X] to provide (Type of Services) services for (Project Name) to the County of San Mateo. Work shall be completed under the On-Call Engineering and Professional Services Agreement between (Vendor) and the County of San Mateo, executed on (Date). To execute this Task Order, please complete the contractor signature block at the end of this letter and return the signed task order to your County Project Manager listed below.

The Not-to-Exceed amount for Task Order #[X] shall be \$X,XXX, based on the attached email proposal from (Vendor), dated (Month Day, Year). Work is to be completed as stated in this proposal. A summary of task orders authorized to date under this Agreement is as follows:

<b>Task Order for On-Call Construction and Maintenance Services Agreement Number: XXXXXX</b>	<b>Date Authorized</b>	<b>Amount Authorized</b>
Task Order #[X] – Task Order Title	(Date)	\$ X,XXX
Previously Authorized, to Date (preceding task orders)		\$ X,XXX
Subtotal of all Task Orders Authorized		\$ X,XXX
<b>Total Not to Exceed Amount of Agreement</b>		<b>\$ XXX,XXX</b>
Amount Available to be Authorized for Future Agreement Expenditures		\$ XXX,XXX

Org/acct

Work under this task order is to be completed by Month Day, Year. Upon agreement by both County and (Vendor), any substantive changes to the timeline, not-to-exceed amount, or scope of work will need to be approved in writing and will result in a Task Order Amendment. All other terms and conditions of the Agreement which this task order is issued from shall remain in full force

and effect.

If you have any questions or need additional information, please contact (Contact Name) at (XXX) XXX-XXXX or via email at: (email).

Very Truly Yours,

Project Manager  
Title  
Section Name

Attachments: Proposal ABC (pdf attachment)

cc: Name, Title, Section  
Name, Title, Section

Contact Name  
Task Order # [X] between the County of San Mateo and (Vendor)  
Task Order Title  
Month Day, Year

**Contractor Signature Block  
(Vendor)**

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative (Signature)

**County of San Mateo Signature Block**

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative (Signature)

**Exhibit B – Payments and Rates**

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

## **Exhibit C – FEMA Requirements**

As specified herein the following provisions shall apply unless otherwise noted:

### **1. Compliance with the Clean Air Act and the Federal Water Pollution Control Act**

#### **Clean Air Act**

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. For contracts in excess of \$150,000, the contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **Federal Water Pollution Control Act**

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

### **2. Suspension and Debarment**

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by (insert name of subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (d) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (e) Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency [45 CFR § 92.35];
  - (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (e)(2) of this section; and
  - (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
- (f) Contractor shall report immediately to the County Department of Public Works (“DPW”) in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by DPW.
- (g) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- (h) Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors’ debarment/suspension status.

### **3. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

#### **4. Drug- Free Workplace**

The Contractor certifies that it will continue to provide a drug-free workplace by;

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The Applicant's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).



**5. DHS Seal, Logo, Flags:**

The Contractor shall not use the DHS seal (s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**6. Compliance with Federal Law, regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

**7. No Obligation by Federal Government**

The Federal government is not party to this contract and is not subject to any obligations or liabilities to the County, contractor, or any other party pertaining to any matter resulting from this contract.

**8. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**9. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**

- (a) The Prime Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Requiring the sub contractor, if subcontracts are to be let, to take the affirmative steps listed in aragraphs (1) through (5) of this section.

**10. Cost Analysis**

The contractor shall perform cost analysis on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested

**11. Assurances – Non Construction Programs**

The contractor shall comply with FEMA Assurance-Non-Construction Programs. For more detail regarding the program, please reference to link [https://www.fema.gov/media-library-data/20130726-1856-25045-1085/sf424b\\_assurances\\_non\\_construction\\_.pdf](https://www.fema.gov/media-library-data/20130726-1856-25045-1085/sf424b_assurances_non_construction_.pdf).

**Appendix A – Certification Regarding Lobbying**

As required by 44 C.F.R. Part 18:

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**Appendix B – Disclosure of Lobbying Activities (if applicable)**

Approved by OMB

0348-0046

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application _____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## **Appendix C – DBE Information – Good Faith Effort**

### **MBE / WBE REQUIREMENTS**

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as nonresponsive and/or be considered as a material breach of the contract.

**PRIME CONTRACTOR RESPONSIBILITIES** All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

**"GOOD FAITH" EFFORT PROCESS** Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- B. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- C. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- D. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- E. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

## Enclosure 3. Chapter 2.84 of the Ordinance Code of San Mateo County: Contractors- Equal Benefits

The following lists the text of Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County (as of March 2012), available on-line at <http://library.municode.com/index.aspx?clientId=16029> . Anyone responding to the Request for Proposals is provided is advised to check on-line for updates to the Ordinance Code. It is a contractor or responding party's obligation to obtain the current version of these ordinances.

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### **Chapter 2.84 - CONTRACTS-EQUAL BENEFITS**

Supervisors to enter into contracts on behalf of the County.

#### **Sections:**

#### **2.84.010 - Definitions.**

#### **2.84.020 - Discrimination in the provision of benefits prohibited.**

#### **2.84.030 - Application of chapter.**

#### **2.84.040 - Powers and duties of the County Manager.**

#### **2.84.050 - Date of application.**

#### **2.84.010 - Definitions.**

For the purposes of this chapter:

(a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.

(b) "Contractor" means a party who enters into a contract with the County.

(c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of

(d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

(e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

*(Ord. 4324, 08/15/06)*

#### **2.84.020 - Discrimination in the provision of benefits prohibited.**

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and

an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
  2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.
- (b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
  4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
  5. The County is purchasing through a cooperative or joint purchasing agreement.
- (c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.
- (d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.
- (e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

*(Ord. 4324, 08/15/06)*

**2.84.030 - Application of chapter.**

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur: (a) within the County; (b) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a



contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

*(Ord. 4324, 08/15/06)*

**2.84.040 - Powers and duties of the County Manager.**

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;
- (b) Receive notification from employees of contractors regarding violations of this chapter;
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
  - 1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years,
  - 2. Contractual remedies, including, but not limited to termination of contract, and
  - 3. Liquidated damages in the amount of \$2,500;
- (d) Examine contractors' benefit programs covered by this chapter;

- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of noncompliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

*(Ord. 4324, 08/15/06)*

**2.84.050 - Date of application.**

The provisions of this chapter shall apply to any contract awarded or amended on or after July 1, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

*(Ord. 4324, 08/15/06)*

# Enclosure 4. Chapter 2.85 of the Ordinance Code of San Mateo County: Contractor Employee Jury Service

## Chapter 2.85 - CONTRACTOR EMPLOYEE JURY SERVICE

### Sections:

#### 2.85.010 - Definitions.

#### 2.85.020 - Contractor jury service policy.

#### 2.85.030 - Powers and duties of the County Manager.

#### 2.85.040 - Date of application.

### 2.85.010 - Definitions.

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time" means 40 hours or more worked per week, or a lesser number of

hours if: (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time.

*(Ord. 4324, 08/15/06)*

### 2.85.020 - Contractor jury service policy.

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.
- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
  - 1. Award of a contract or amendment is necessary to respond to an emergency;
  - 2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
5. The County is purchasing through a cooperative or joint purchasing agreement.

(d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.

(e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.

(f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter.

*(Ord. 4324, 08/15/06)*

**2.85.030 - Powers and duties of the County Manager.**

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;

(b) Receive notification from employees of contractors regarding violations of this chapter;

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and
2. Contractual remedies, including, but not limited to termination of contract.

(d) Impose other appropriate contractual sanctions for violations of this chapter;

(e) Allow for remedial action after a finding of noncompliance;

(f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

*(Ord. 4324, 08/15/06)*

**2.85.040 - Date of application.**

The provisions of this chapter shall apply to any contract awarded or amended on or after September 1, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

*(Ord. 4324, 08/15/06)*