# **Request for Proposals**

# Valet Parking/Shuttle Services for the County of San Mateo Projects



County of San Mateo
Project Development Unit

Issued: August 23, 2018
Responses due: September 10, 2018 at 2:30 pm

Sam Lin, Manager County of San Mateo Project Development Unit 1402 Maple Street Redwood City, CA 94063

Email: slin@smcgov.org

# I. BACKGROUND

**A. PROJECT OVERVIEW.** The County of San Mateo ("Owner" or "County") invites "Request for Proposals" ("RFP") submittals from selected highly qualified vendors ("Proposers" or "Vendors") to provide valet parking/shuttle services ("Services") to alleviate parking shortages during the construction of multiple projects ("Project(s)"). It is the County's intent to bid competitively for the provision of the Services.

The preliminary Valet Attendant Assisted Parking/Shuttle Program ("Program") outlined in this RFP is based on the data and assumptions currently available, and may be modified based on actual and future needs.

# II. RFP PROCESS

**A. INVITATION TO PREQUALIFIED PROPOSERS.** The County of San Mateo Project Development Unit ("PDU") is hereby soliciting for Proposals from the prequalified Proposers for Valet Attendant Assisted Parking/Shuttle Program in accordance with the terms, conditions, and instructions as set forth in this RFP.

It is PDU's objective to select the best-qualified firm who, in its opinion, will continuously provide top quality services and meet the goals to support the Projects. The final decision of PDU will be made in the overall best interest and of the best value for the County.

Proposers are encouraged to initiate preparation of Proposals immediately upon receipt of this RFP so that all relevant questions and information needs can be identified and answered to allow for adequate time to prepare comprehensive and complete proposals.

- **B. SERVICE DURATION.** The Program will commence on a date agreed upon by PDU and the selected vendor ("Vendor") for a period of three (3) years. PDU reserves the right to change the operations at any time for any reason. Any future extensions of the Program will be at the sole discretion of PDU.
- **C. QUESTIONS.** Any questions or requests for clarifications or interpretation of this RFP must be submitted in writing via email with subject line "San Mateo County Valet Parking/Shuttle Services" to Paul Hundal, Capital Project Manager, County of San Mateo at <a href="mailto:ahundal@smcgov.org">ahundal@smcgov.org</a> and Catherine Chan, Capital Project Manager, County of San Mateo at <a href="mailto:cchan3@smcgov.org">cchan3@smcgov.org</a> by **5:00 PM on August 31, 2018.** Questions received after this deadline may be answered at the discretion of the County of San Mateo.

Responses/Addendum will be posted to the PDU webpage - <a href="http://www.smcpdu.org">http://www.smcpdu.org</a> on September 4, 2018. Proposers shall carefully review the posted information and incorporate as directed into their Proposals. Proposers should check the website regularly to make sure all notifications including

addendum/addenda are read promptly. Proposers submitting Proposals that do not reflect the updated information provided may be deemed non-responsive and not accepted by the County. Proposers shall carefully review the posted information and incorporate as directed into their Proposals.

**D. CLARIFICATIONS.** PDU reserves the right to obtain clarification and/or additional information from Proposer(s) necessary to effectively evaluate the Proposal(s). Failure of a Proposer to respond to such request may result in rejection of the Proposer's proposal.

**E. MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT** will be held at the County of San Mateo Project Development Unit on August 30, 2018 at 1402 Maple St, Redwood City to review the information about the Project(s) and the RFP. The conference will begin at 10:00 AM and should conclude at 11:00 AM. Following the conference, a site visit to Redwood City Government Center and San Mateo Health System Campus will be conducted. The conference/site visit is mandatory and Proposers should use it as an opportunity to become familiar with conditions at the Project Sites. Please notify the Project Managers via e-mail at <a href="mailto:ahundal@smcgov.org">ahundal@smcgov.org</a> and <a href="mailto:cchan3@smcgov.org">cchan3@smcgov.org</a> respectively by 5:00 PM on August 28, 2018 if you plan on attending.

#### F. SUBMISSION OF PROPOSALS

- Submit one (1) original signed Proposal together with two (2) additional bound copies to be delivered in a sealed package labeled on the cover "Proposal for Valet Parking/Shuttle Services for the San Mateo County Projects" no later than 2:30pm on September 10, 2018 to Sam Lin, Manager, San Mateo County Project Development Unit, 1402 Maple Street, Redwood City, CA 94063.
- 2. Upload an electronic soft copy in PDF of the above same proposal with filename "SMC Valet RFP [Your Firm Name]" to <a href="https://dbinbox.com/SMCPDU">https://dbinbox.com/SMCPDU</a> by the same due date and time noted in item above.
- 3. Proposals received late will not be opened or given any consideration and will be returned to Proposer(s) unopened. It is the responsibility of the Proposers to ensure submittals are received at the specified address by the specified deadline noted in the proposal request. All proposals will be date- and time-stamped upon receipt. The County will not be responsible for late or incomplete responses due to weather or mistakes or delays of the Proposer or its carrier.
- 4. Proposers should read the entire RFP, all addendum posted and all enclosures before preparing proposals. Proposers should seek clarification of requirements they do not fully understand

# III. SCOPE OF WORK

#### A. PROJECT(S) BACKGROUND

The valet/shuttle parking services will be required for onsite and/or offsite parking for multiple projects in San Mateo, Redwood City, and other locations in the County. The current project sites do not have sufficient parking for employees with some parking on the nearby streets. During the construction period, the project sites will be more impacted due to displacement of current parking spaces. It is anticipated that the parking shortage will be addressed using onsite valet parking in combination with offsite parking, with or without valet support. Successful Proposer shall be responsible for labor,

supervision, equipment, materials, and all other items necessary to operate a high-quality valet service for parking, delivering and directing vehicles to and from the designated valet greeting area and/or providing shuttle service to transport employees to and from off-site parking locations during facility operational hours. The following are the initial projects planning to use the Services. In the coming months, there may be additional projects that may use these services.

- 1. San Mateo Health System Campus Upgrade Project, San Mateo
  San Mateo Health System Campus is located at 222 W 39<sup>th</sup> Ave, San Mateo, CA. The campus will
  be under substantial construction from November 2018 thru December 2021. The current onsite parking capacity is approximately 700 stalls. Approximately 300 employees park on
  neighborhood streets. Approximately, 200 employee parking stalls on-site will be displaced
  during the construction. It is anticipated that there will be approximately 700+ vehicles daily
  that will be handled through the valet parking/shuttle services with on-site and off-site parking.
  The valet/shuttle parking services are anticipated to begin approximately in November 2018
  and terminate in December 2021.
  - a. Existing parking layout for the San Mateo Health Campus with parking counts can be downloaded at this link https://bit.ly/2o3L9qL
  - b. Please click on this link for the construction phasing and its impact on the on-site parking <a href="https://bit.ly/2OWBtK2">https://bit.ly/2OWBtK2</a>
  - c. Please click on this link to download the proposed off-site parking lot options that the County is considering for the San Mateo Health System Campus Upgrade Project https://bit.ly/2wakVqZ

The County plans to rent approximately 200 parking spaces at one of the two proposed off-site parking locations. The proposers shall use this assumption for planning and budgeting purposes for this RFP. A shuttle service will be required to bring employees from and to the offsite parking location. Other offsite parking location(s) may be identified depending on actual needs.

2. San Mateo County Government Center, Redwood City
The Project site is located at 400 County Center, Redwood City, CA. The campus will be under
substantial construction from June 2019 thru March 2021. The current onsite parking capacity
is approximately 1500 stalls, in both the existing Parking Garage and in the parking lots/on
streets. Approximately 400+ employee parking stalls will be displaced during construction in
phases. The valet/shuttle parking services are anticipated to begin June 2019 and terminate
March 2021.

The goal for the valet/shuttle services is to accommodate by valet parking as many vehicles in the existing Parking Garage at 400 Middlefield Road, Redwood City. Overflow parking will be accommodated by shuttling to the nearby parking lot at 1402 Maple Street, Redwood City. The off-site parking lot can accommodate approximately 220 parking spaces and is on County property which is free to park in the designated area. Other off-site parking location(s) may be identified depending on actual needs.

a. Locations of the existing Parking Garage for on-site valet parking and nearby County lot for off-site parking are shown on this map - <a href="https://bit.ly/2BGVJh2">https://bit.ly/2BGVJh2</a>

- b. Preliminary parking layout in the designated area at off-site County lot can be viewed at https://bit.ly/2MIDI6t
- c. As-built floor plans of the existing Parking Garage can be viewed at <a href="https://bit.ly/2MN0utT">https://bit.ly/2MN0utT</a>

# **B. SCOPE OF SERVICES**

The goal for the valet/shuttle services is to accommodate as many vehicles in the on-site parking as practical and overflow parking will be accommodated by shuttling to nearby parking lots. Employee wait times for the shuttle service shall be no more than ten (10) minutes, and no more than five (5) minutes for the valet service. Scope of services shall include, but not limited to following:

- 1. The vendor shall all furnish materials, equipment and tools required to deliver the Services e.g. valet tickets, valet key stands (valet booths), valet directional signage, uniforms, key hooks, etc.
- 2. Proposers shall be responsible for providing, operating and managing the vehicle fleet for the shuttle services as appropriately required based on the demand that may vary by project location as well as throughout the day and the construction period.
- 3. Valet assisted parking/shuttle services shall include, but are not limited to, issuing claim tickets, securing keys, providing traffic cones, and other supplies and professional materials incidental to the management and performance of valet parking services.
- 4. The vendor shall be responsible for parking, delivering, and directing vehicles to and from the valet greeting area located at employee parking lot/garage.
- 5. Proposer shall develop a process to inform employees when the onsite lot is close to full (with valet support) requiring them to park at off-site parking location. Website, Text Messaging, App or other similar method(s) are preferred.
- 6. Hours of operations are typically 7:00am to 6:00pm for onsite valet parking and offsite shuttle services Monday through Friday, excluding Federal Holidays which include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and a Floating Holiday (to be determined upon award). Duration may be adjusted based on the actual flow and needs.
- 7. Upon ending every shift, it shall be responsibility of the valet/shuttle service providers to hand over the keys to a designated on-site personnel/department so employees working afterhours can retrieve their vehicles.
- 8. The vendor shall provide sufficient number of staff, vehicles, supplies, insurance, materials and services to operate this valet parking/shuttle services to meet the needs of the County and perform in accordance to industry standards and all terms, conditions, schedules, provisions, and requirements of this solicitation and any resultant contract

- 9. The vendor shall provide required signage that will clearly identify the purpose of the services for County employees, patients, and visitors. Signs shall be professionally manufactured and easy to read. A sample drawing/sketch of recommended signs will be provided to PDU for approval prior to commencement of services. The valet parking signs shall be set up each morning of operation and stored at the end of the day.
- 10. The vendor shall be responsible for evaluating the parking lot/garage to maximize the space available and facilitate smooth operations. Attendants parking vehicles shall insure all vehicles are locked. Drivers' keys shall be appropriately secured at the valet booth provided by the vendor. The parking patrons will produce the claim tickets upon return to the lot/garage and the attendant shall then deliver the car for easy exiting. The vendor shall be responsible for any lost keys and damages to any of the vehicles as further defined herein.
- 11. The vendor shall be responsible for parking control and monitoring designated parking areas. In the event of any emergency or if an individual requires special assistance, the vendor shall immediately notify County Security in charge. The vendor shall be responsible to report any of these incidents or any violations noted during the performance of his/her duties to onsite County Security. Such incidents shall be also included in the required monthly report.
- 12. The vendor's staff is expected to have a working knowledge of the layouts of the Project Sites and parking locations. Assistance may be offered to non-valet drivers in finding an appropriate parking location or answering general questions. Security, health, or patient inquires shall be directed to PDU staff and shall not be addressed by the vendor.
- 13. The vendor must understand they are service providers for the County and must look professional and pleasant when they greet the public. The County of San Mateo PDU has the right of rejection and approval of any staff assigned to work under this contract. If PDU rejects staff, the Vendor must provide replacement staff within one (1) hour and at no additional cost to PDU.
- 14. The vendor agrees that all workers shall arrive in clean professional uniforms. Excessive jewelry, hats, sunglasses, etc. should not be worn while working at the sites.
- 15. PDU understands the need to wear certain types of pants and shoes due to the nature of the work; however, every effort should be made to present a professional appearance for the employees, patients, and visitors. PDU reserves the right to reject any personnel who arrive to work wearing clothing that may be deemed inappropriate.
- 16. The vendor will maintain the cleanliness and appearance of the entrance by sweeping the area regularly and keeping it clear of any trash and debris generated by the valet services.
- 17. The vendor agrees to terminate immediately any employee who, if at the sole discretion of PDU, poses a risk to the health or safety of any employee or individual requiring Services.
- 18. The vendor will designate a supervisor or lead during the entire hours of operation as a representative of the vendor in handling any valet parking concerns and incidents. Duties of

- the supervisor or lead shall include but not limited to customer relations, training and improving all valet services and coordinating with PDU.
- 19. A weekly or monthly report shall be presented to PDU. The report shall include, but be not limited to, any incidences of accidents or special situations with employees, patients, or visitors and incidences in which the assistance of campus security was requested. Failure to provide reports as required could result in delay in payment. The reports must be legible and easy to understand. Reports should be signed by the Supervisor or authorized representative of the vendor.

# IV. PROPOSAL REQUIREMENTS AND FORMAT

- **A. GENERAL PROPOSAL REQUIREMENTS.** The Proposals shall be bound & printed vertically ("portrait" orientation) on standard 8 ½" by 11" papers and not exceed 20 pages, single-sided (excluding tabs, cover letter, resumes, lists of projects, and any marketing materials), but preferably shorter. Type size should be no smaller than 10 point, but preferably larger. The Proposals shall follow the requirements as described below:
- 1. Submitted in the format set forth in Section B.2 below;
- 2. Made in the official name of the firm or individual under which the vendor's business is conducted (including the official business address);
- 3. Signed, using the cover page, by a person duly authorized to submit a Proposal;
- 4. Acknowledge the receipt of all published Addendum or Addenda by listing them on page one of the Proposal indicating the understanding and acceptance of the changes noted therein.
- 5. Cover letter is optional.
- **B. PROPOSAL FORMAT.** Statements submitted in response to this RFP shall be provided in the following order and shall include:
- 1. Identification of the entity and identity of all executives:
  - a. Legal name and address of company.
  - b. Legal form of entity (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member.
  - c. Name, title, mailing address, telephone number, and e-mail address of the person to contact concerning this RFP.
  - d. Length of time that Proposer has been in business providing services similar to the scope of service described in this RFP.
  - e. A copy of the most recent Financial Statement. (Proposers are expected to demonstrate financial capability, stability, and responsibility to provide the services without issue and/or interruption. Alternative materials that demonstrate this financial capability, stability, and responsibility may be submitted.)
  - f. Lawsuits and pending litigation for the previous five (5) years.

- 2. Experience and Technical Qualifications.
  - a. Describe the Proposer's experience in completing similar projects. List at least five (5) projects of similar scope in the past five (5) years in a highly dense urban environment such as major shopping malls, corporate campuses, hospitals, high volume valet delivery at events, etc., that are similar to the scale and size of the project(s) requiring the Services together with the name of the client and project manager, telephone number, description of work performed, value of the contracts, and time period. Describe the project specific approach (e.g. staffing, scheduling, technology, etc.) used on these referenced projects to highlight your firm's key strengths.
  - b. Provide a list of other facilities where you currently provide valet/shuttle services and size of the contracts in the Bay Area with a brief description of the nature of the scope.
- 3. Work Plan including staffing and schedule for each Project.
  - a. Provide well-conceived Service Plan for the valet parking plan for onsite parking and shuttle plan for offsite parking for each of the Project noted in the Scope (San Mateo Health Campus Upgrade Project and County of San Mateo Redwood City Government Center Upgrade Project) to demonstrate understanding of the project specific requirements. Proposers shall demonstrate their ability to satisfy the requirements, schedule, customer service component, and approach in providing the services. A thorough and detailed description of the plan is required to manage the onsite valet and offsite shuttle programs for both projects. The vendor shall also provide a detailed analysis/comparison of different options (valet, shuttle, or others) in terms of cost, logistics and other factors for the offsite parking strategies. Proposer may also suggest technical or procedural innovations or new concepts that have been used successfully on other engagements and which may provide the County with better service delivery.
  - b. The Service Plan shall include but not limited to the following at a minimum:
    - i. Number of valet staff deployed on-site and time spent
    - ii. Number of supervisory staff on-site and time spent
    - iii. Number of valet stations required
    - iv. Timing of the valet service
    - v. Number of additional vehicles that will be accommodated on-site Selected vendor will be required to make additional onsite spaces. Additional on-site spaces to be determined by Proposer based on their strategy through stack parking strategy or any other feasible method(s) to accommodate the existing spaces lost due to construction)
    - vi. Number of shuttles proposed (Shuttle vehicles with an optimal capacity to be determined by Proposer shall be used for offsite parking service)
    - vii. Timing of shuttle service
    - viii. Waiting areas
  - c. Proposer shall be responsible for all the equipment, labor and material required for the implementation of the plan.
- 4. Project Organization and Key Personnel.
  - a. Describe proposed project organization, including identification of the roles and responsibilities of key personnel Project Account Execution, Project Manager, Site Lead and any other essential team members. Indicate the roles and responsibilities of all subcontractors where applicable.

b. Single page résumés for each key proposed team member with relevant experience should be included.

#### 5. Proposed Safety Plan.

a. Provide the comprehensive safety program to develop an injury-free environment complying with San Mateo Medical Center interim Life Safety Measure policies and other applicable safety requirements for the Projects.

# 6. Insurance Requirements.

a. Proposer receiving an award shall be required to provide proof of insurance in the form of a Certificate of Insurance. The awarded Proposer must provide PDU with original Certificates of Insurance within fifteen (15) days of notification of award confirming the required coverage below:

General Liability (Including operations, products and completed operations, as applicable.)	<b>\$2,000,000</b> - per occurrence for bodily injury, personal injury and property damage.	
Automobile Liability	\$1,000,000 - per accident for bodily injury and property damage. Coverage shall include non-owned auto liability.	
Workers' Compensation	As required by the State of California	
Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.	
Garage Keeper's Liability	\$1,000,000 per occurrence. Coverage shall include nonowned auto liability.	
Umbrella Liability	\$5,000,000 per occurrence.	
	1 <sup>st</sup> Layer Primary Excess \$5,000,000 per occurrence with \$5,000,000 aggregate	
Excess Liability	2 <sup>nd</sup> Layer Excess \$25,000,000 each occurrence with \$25,000,000 aggregate	
	Total Excess Limits \$30,000,000 each occurrence with \$30,000,000 aggregate	

- 7. Lump Sum Fees and Cost Breakdown for each Project.
  - a. Provide lump sum fees to deliver all the required Services for each of the Project separately.
  - b. Provide the direct costs and indirect costs to complete the tasks identified in this RFP. These direct and indirect costs shall be provided for both projects. The itemized cost breakdown should be provided identifying:

- i. The number of staff hours and hourly rates for each team member. Profit and overhead should be incorporated into the overall hourly rate;
- ii. The number of shuttle buses and drivers, and hours with rates for each team;
- iii. All other direct costs, such as materials and reproduction costs;
- iv. Other services, if any.
- **C. PROPOSAL PREPARATION COST:** Proposers are solely responsible for the cost of preparing their Proposals.
- **D. RESERVATION OF RIGHTS:** Owner specifically reserves the right, in its sole discretion, to reject any or all Proposals, to re-issue a Request for Proposals, or to waive minor or inconsequential defects in proposals.

# V. LEGAL REQUIREMENTS

- **A. REQUIRED LICENSE(S):** Proposer possesses a valid and current license for all the required Services including the provision and operation of the vehicles. Proposer's license has not been revoked at any time in the last five (5) years.
- **B. MINIMUM WAGE LAWS:** The successful Proposer must comply with any applicable County, State, or Federal wage laws.

#### VI. PROPOSAL OPENING AND EVALUATION

- Owner will open the Proposals and perform a preliminary review to eliminate those which are clearly non-responsive to the stated requirements. Owner's action on defective Proposals may include refusal or elimination to evaluate the non-responsive Proposals. Owner reserves all rights to take any action consistent with its authority. All Proposals which remain after the preliminary review shall be evaluated by an Owner Review Panel comprised of individuals selected by the Owner.
- 2. Owner may conduct reasonable investigations and reference checks of Proposer, other persons and organizations as Owner deems necessary to assist in the evaluation of any Proposal and to establish Proposer's responsibility, qualifications, financial stability, and ability to perform the Work in accordance with this Document to Owner's satisfaction within the prescribed time. Submission of a Proposal constitutes Proposer's consent to the foregoing. Owner shall have the right to consider information provided by sources other than Proposer.
- 3. The Owner will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated in the Points Matrix below.

FACTORS	MAXIMUM POINTS
Experience and Qualifications	40
Price	25
Project Plan	25
Financial Strength	5
Safety Record and Plan	5
Total	100

# 4. Evaluation Factor Description

- a. Experience and Qualifications The Proposer whose Proposal describes a team which Owner determines is the most qualified, when compared with the teams proposed by other Proposers, shall receive forty (40) points under this factor. Proposers determined to have a less qualified team shall receive less than forty (40) points, as determined by the Owner. Proposals shall be evaluated based upon the Proposer's structure of organizational chart, knowledge/skill/ability/experience of Key Personnel, valet/shuttle service experience locally, knowledge of local environment, Owner/Proposer interaction strategies.
- b. **Price** The Proposer whose Proposal whose Proposal Price is the lowest among the submitted Proposals shall receive twenty-five (25) points under this factor. The other Contractors whose Proposal Prices higher than the lowest shall receive pro-rated points calculated as a percentage of the lowest Proposal Price.
- c. **Project Plan** The Proposer whose Proposal describes a superior Project Plan, determined as provided herein and when compared with the Project Plans proposed by other Proposers, shall receive twenty-five (25) points under this factor. Proposers determined to have less superior Project Plans shall receive less than twenty (25) points, as determined by the Owner.
- d. Acceptable Safety Record and Safety Plan The Proposer's Safety Record and Safety Plan shall be assessed based upon the Proposer's Experience and Safety Plan, determined as provided herein. The Proposer with a superior Record and Safety Plan, when compared with those of other Proposers, shall receive five (5) points under this factor. Proposer determined to have a less superior Record and Safety Plan may receive less than five (5) points, as determined by the Owner.
- e. **Financial Strength** The Proposer whose Proposal describes superior Financial Strength, determined as provided herein and when compared with the Financial Strength of other

Proposers who submit Proposals, shall receive five (5) points under this factor. Proposers determined to have less superior Financial Strength may receive less than five (5) points, as determined by the Owner.

5. <u>Tie Breaker</u>. In the event that there is a tie in the total number of points awarded to more than one Proposal, the Proposal that, in the Owner's sole discretion is determined to provide a superior Project as compared to the other Proposal receiving a tied score, shall be considered to provide the Best Value to the Owner.

### VII. SELECTION AND INTENT TO AWARD

**A. BEST VALUE SELECTION** - Selection will be evaluated on the Best Value as demonstrated in the Proposal that scores the greatest number of points in accordance with the methodology described in this Document (Request for Proposals). If the Contract is to be awarded, Owner will award the Contract to the responsive Proposer whose Proposal is determined to provide the Best Value to the Owner.

**B. NOTICE OF INTENT TO AWARD** - Owner shall provide its written decision and Intent to Award within **ninety (90)** calendar days of Proposal submission. Owner shall publicly announce its Notice of Intent to Award the Contract for the Project by posting **Notice of Intent to Award** on Owner's website and by electronically mailing it to the Proposers who submitted Proposals for this Project. **Notice of Intent to Award** will be deemed properly delivered at the time it is posted on the Owner's website.

**C. NOTICE TO AWARD** – Owner will recommend the Best Value proposer to the County of San Mateo Board of Supervisors for issuance of the contract. Upon Board of Supervisors approval, the Owner will publish a **Notice to Award** on its website and electronically mail to the selected Proposer.

D. Successful Proposer must execute and submit to Owner the agreement and Proof of Insurance set forth above, by 5:00 PM of the 10th Day following issuance of the Notice of Award to it. Please click on the following link to download the sample contract template - <a href="https://bit.ly/20259nP">https://bit.ly/20259nP</a>

E. If Proposer to whom Contract is awarded, within the period described above, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award.

F. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Best Value Proposer and proceed accordingly. Such Award, if made, will be made within sixty (60) days after such failure.

# **VIII. PROTEST PROCEDURES**

**A. SUBMISSION OF THE WRITTEN PROTEST** - Any protest in connection with this contract or work described in this document must be submitted in writing to Deborah Bazan, Director, Project Development Unit, 1402 Maple Street, Redwood City, California 94063 (Owner's Office) before 3:00 PM of the fifth (5<sup>th</sup>) Business Day following issuance of Notice of Intent to Award. Owner will use reasonable efforts to deliver by e-mail a copy of the Notice of Intent to Award to all Proposers who submitted

Proposals no later than the Business Day after issuance, although any delay or failure to do so will not extend the protest deadline described above.

- 1. The initial protest document must contain a complete statement of the basis for the protest.
- 2. The protest must refer to the specific portion of the document that forms the basis for the protest.
- 3. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 4. Only Proposers whom the Owner otherwise determines are responsive and responsible are eligible to protest a decision; protests from any other Proposer will not be considered. In order to determine whether a protesting Proposer is responsive and responsible, Owner may evaluate all information contained in any protesting Proposer's Proposal and conduct the same investigation and evaluation as Owner is entitled to take regarding a Best Value Proposer.
- 5. Notwithstanding any other provision of this Article VII, the party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 6. Exclusive Remedy The procedure and time limits set forth in this paragraph are mandatory and are Proposer's sole and exclusive remedy in the event of protest. Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including presenting a Government Code Claim or initiating legal proceedings. A Proposer may not rely on a protest submitted by another Proposer, but must timely pursue its own protest.

#### IX. TENTATIVE SCHEDULE OF THE RFP PROCESS

The following table outlines PDU's planned schedule activities related to the RFP distribution, proposal submission, evaluation, and selection processes. All times referenced are in Pacific Daylight Time. PDU reserves the right to amend the schedule as necessary.

RFP Release	August 23, 2018	
Mandatory Pre-Proposal Conference/Site Visit	August 30, 2018	
Questions via e-mail Due at 5pm PDT	August 31, 2018	
Responses to Questions Posted to Webpage	September 4, 2018	
Scope of Services & Fee Proposals Due at 2:30pm PDT	September 10, 2018	
Notice of Intent to Award	September 14, 2018	
Board of Supervisors Approves Contract	October 2, 2018	
Work Commencement	November 5, 2018	
Contract Ends	December 31, 2021	

# **END OF DOCUMENT**