



## **REQUEST FOR PROPOSALS NO. 2015-001**

County-Wide Janitorial Services

*County of San Mateo  
Department of Public Works*

Date: February 13, 2015

**Responses Must be Received by 4:00 p.m. on March 20, 2015**

# REQUEST FOR PROPOSALS

FOR

## County-Wide Janitorial Services

Proposals must be submitted to:

Department of Public Works  
Attn: Doug Koenig  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

**By 4:00 P.M. Pacific on  
March 20, 2015**

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

### ***Note regarding the Public Records Act:***

Government Code Sections 6550 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record **without exception**. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

(RFP template rev. 3/12)

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## **SECTION I - GENERAL INFORMATION**

### **STATEMENT OF INTENT**

As outlined in more detail in Section IV, below, this Request for Proposals (RFP) seeks a provider of janitorial services at several location throughout the County. The target commencement date and term for the proposed services is July 1, 2015 through June 30, 2018, subject to negotiation of a final agreement.

### **BACKGROUND**

The Facilities Division, Department of Public Works is responsible for operating and maintaining approximately 3 million SF of a variety of building types and uses. The Division performs the majority of maintenance and custodial service with in-house staff. However, custodial services for facilities remote from the main County centers are performed by contract. The current janitorial services contract expires June 30, 2015 and the County now seeks a successor contractor to continue to provide those services.

### **THE REQUEST FOR PROPOSALS PROCESS**

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. The Department, which is a part of the government of the County of San Mateo, seeks by way of this RFP to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

## **SECTION II - RFP PROCEDURE**

This section describes the general RFP procedure used by the Department, and the remaining sections of this RFP list detailed requirements.

### **A. TENTATIVE SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>TARGET DATE</b>
1. RFP Release Date	February 13, 2015
2. Facility Tours	March 10-11 (See Enclosure 6)
3. Deadline for Written Questions	March 13, 2015
4. Release of Responses to Written Questions	March 17, 2015
5. Proposal Deadline – Proposals Must be <u>RECEIVED</u> by 4:00 p.m. on This Date	March 20, 2015
6. Oral Interviews	March 30-April 3, 2015
7. Recommendation to Board of Supervisors	June 2, 2015

### **B. SUBMISSION OF PROPOSALS**

Proposal: One (1) original and five (2) copies must be received and date stamped by the Department **no later than 4:00 p.m. on Friday, March 20, 2015**, as listed in the TENTATIVE

SCHEDULE OF EVENTS above. Proposals should be in the format required in Section V.A, below. There will be no public opening of proposals. All proposals shall be firm offers, and will so be considered by the County, although the County reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The Department reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the Department.

All proposals must be delivered as required by Section V.A, below, to:

**Department of Public Works  
Attn: Doug Koenig  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063**

Upon receipt by the Department, all proposals will be date/time stamped. All proposals received prior to the deadline for proposals will be kept in a secure place.

### **C. CONFIDENTIALITY OF PROPOSALS**

California Government Code Sections 6250 *et seq.* (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The Department, which is part of the County of San Mateo, is subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record **without exception.** Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County/Department receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County/Department and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

## **D. PROPOSAL EVALUATION**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended to the Department and/or County management by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. Execution of an agreement has been tentatively scheduled for June 2, 2015.

Responses to this RFP must adhere to the format for proposals detailed in **Section V - PROPOSAL SUBMISSION REQUIREMENTS**. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

1. Firm qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
3. Customer service
4. History of successfully managing other contracts with public or private agencies
5. Ability to meet any required timelines or other requirements
6. Claims and violations against you or your organization
7. Cost to the County for the primary services described by this RFP
8. Cooperative purchasing options (if any) and cost of possible additional services
9. References
10. Compliance with County RFP & contractual requirements

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the Department and/or the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each vendor's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. The evaluation team will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed

methodology unless doing so is in the County's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

The County reserves the right to accept other than the proposals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of the County are served by doing so.

## **E. PROPOSAL RECOMMENDATION**

The Evaluation Committee will recommend a provider or providers to Department management or may recommend that the proposals be rejected. Department management will then make its own decision as to whether to accept or reject the Evaluations Committee's recommendations. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the Department and/or the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider in working to finalize an agreement in relation to the proposer's response.

## **F. NOTICE TO PROPOSERS**

The Department is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the Department will notify those who submitted proposals of their non-selection. Proposers may be notified a different times depending on the needs of the Department.

## **G. PROTEST PROCESS**

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Director of Public Works as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Proposer and the Request for Proposals numbers, and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Director of Public Works will respond to a protest within ten (10) business days of receiving it, and the Department may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the Director of Public Works will be final. The protest letter must be sent by facsimile and email to:

James Porter, [jporter@smcgov.org](mailto:jporter@smcgov.org)

FAX: 650.361.8220

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

1. **Read all Instructions.** Please read the entire RFP and all enclosures before preparing your proposal.

2. **Proposal Includes the RFP.** This RFP constitutes part of each proposal and includes the explanation of the Department's needs, which must be met.
3. **Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the Department or otherwise reimbursed by the County.
4. **Proposal Becomes County Property.** The RFP and all materials submitted in response to this RFP will become the property of the County.
5. **Questions and Response Process.** Submit all questions relating to this RFP by one of three methods:
  - A. Mailed to:  
Department of Public Works  
ATTN: Doug Koenig  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063
  - B. E-mailed to:     dkoenig@smcgov.org
  - C. Faxed to:         650.361.8220   Attn: Doug Koenig

All questions must be received no later than 4:00 p.m. on Friday, March 13, 2015.

All questions and answers will be posted on the Department website at <http://publicworks.smcgov.org/>

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

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

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

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the Department of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.



Modifications or clarifications to the RFP will be posted to the Department website as outlined in Section III.5, above, without divulging the source of the request for same. The Department may, at its discretion, also give electronic notice by email to all parties who have notified the Department of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the Department website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

7. **Selection of Vendor(s).** The selection of a vendor will be memorialized in the form of a "County Agreement with Independent Contractor" (see the sample template at Section VI, Enclosures 2-4, below), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County's waiver of an immaterial deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications if the proposer enters into a contract.

Once a vendor is selected, the Agreement with that vendor must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected vendor unless and until the Board of Supervisors accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors.

8. **Equal Benefits.** With respect to the provision on employee benefits, Contractor/vendor must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse. See Section VI, Enclosure 5.
9. **Jury Duty.** The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct the from the employee's regular pay the fees received for jury service. See Section VI, Enclosure 5. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) its policy is to comply with the jury duty pay ordinance with respect to any future qualifying employees.
10. **Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintains a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.),

the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

11. **Incomplete Proposals May be Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.
12. **Contact With County/Department Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as outlined in Section III.5, above. The proposer should not otherwise ask any County/Department employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

13. **Group Purchasing Organization Participation.** Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered a viable vendor for the listed services. The County reserves the right to use a GPO vendor if doing so is in the County's best interest, as determined solely by the Department, even if that vendor does not submit a proposal in response to this RFP.
14. **Miscellaneous.** This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County.

## **SECTION IV – SCOPE OF WORK**

### **Description:**

#### **1. Scope of Work to be Performed**

It is the intent of these specifications for the contractor to provide for the furnishing of all labor, equipment and materials including restroom supplies, (hand towels, toilet tissue, sanitary napkins, liners for waste receptacles and other related items as needed), and services for complete Janitorial maintenance at various County-owned and leased buildings.

All products and materials must be approved by the Department of Public Works prior to the start of the contract.

## **2. Quality of Work**

It is the intent of these specifications that all work performed, as herein required, be done in a manner equal to and in accordance with the best practices of the various trades involved and industry standards.

- 2.1. The County shall notify the Contractor of any substandard work. If the Contractor fails to bring such work up to an acceptable level within 24 hours of such notice, the County shall perform all necessary work and charge the Contractor the current production hourly rate for such work.
- 2.2. All work shall be performed by experienced personnel directly employed and supervised by the Contractor.

## **3. Time of Doing Work**

Unless otherwise specified, all work shall be done after regular working hours. For those buildings which are open to the public, weekends and evenings, a schedule of hours will be furnished to the Contractor.

## **4. Daily Responsibilities**

- 4.1. Empty, clean and reline waste receptacles
- 4.2. Wash receptacles as needed to maintain sanitary conditions
- 4.3. Empty recycling totes.  
Contractor is not responsible to empty desk side or recycle bins
- 4.4. Sweep and mop resilient floors
- 4.5. Vacuum carpets in major traffic areas
- 4.6. Spot clean carpets
- 4.7. Spot clean walls and woodwork
- 4.8. Clean both sides of glass entrance doors, and tellers' windows
- 4.9. Clean elevators, phone booths and drinking fountains
- 4.10. Remove spots, spills, and debris from stairways
- 4.11. Sweep & clean building entrances and perimeters
- 4.12. Clean exterior ash urns, replace sand as necessary
- 4.13. Empty, clean and reline exterior waste receptacles
- 4.14. Secure building and leave on designated lights.
- 4.15. Service restrooms.  
Thoroughly clean and sanitize toilets, toilet seats and urinals; clean and disinfect lavatories and countertops; clean mirrors, frames and shelves; clean all chrome plumbing fittings; clean, sanitize and refill all hand towel, toilet tissue, sanitary napkin and soap dispensers; empty and wipe clean all waste paper receptacles; empty, clean and sanitize sanitary napkin receptacles and replace product; spot clean walls and partitions; dust ledges and partitions, damp mop floors using a disinfectant cleaner.

## **5. Weekly**

- 5.1. Detail vacuum carpets (under desks, cubicles, offices, etc.).
- 5.2. High and low dusting (ground to 10' above floor). Dust pictures, bulletin boards, vents, desks, tables, chairs, file cabinets, ledges, sills, shelves and office machines and horizontal surfaces cleared of objects.

- 5.3. Apply finish restorer and machine buff all resilient tile floors.
- 5.4. Hose off and/or wash interior and exterior walk-off mats and all exterior concrete at building entrances.
- 5.5. Roll recycling totes to the curb for city collection and return totes to original location after collection at the East Palo Alto location.

## **6. Quarterly**

- 6.1. Thoroughly clean all window coverings.
- 6.2. High dust all areas above 10'
- 6.3. Light scrub and reapply finish to resilient tile floors.

## **7. Annually**

- 7.1. Thoroughly strip and reapply floor finish in all locations in the month of June.
- 7.2. Thoroughly clean all windows according to the following schedule;
- 7.3. -
- 7.4. East Palo Alto Government Center twice annually in the months of June and November.
- 7.5. Clean all other exterior windows once per year in the month of June.

## **8. Carpet Cleaning**

- 8.1. Thoroughly clean all carpets in the following locations twice annually in the months of May and November.
- 8.2. East Palo Alto Government Center
- 8.3. Vocational Rehabilitation Center
- 8.4. All other facilities to be completed once annually during the month of May.

## **9. Additional Responsibilities**

- 9.1. Keep janitor closet in a clean and orderly condition.
- 9.2. -
- 9.3. Clean perimeter shrubbery and lawn areas at East Palo Alto facility.
- 9.4. Schedules of cleaning must be provided to the Department of Public Works 30 days prior to commencement of work.
- 9.5. Material Safety Data Sheets for all chemicals to be used in the performance of this contract shall be kept in each janitorial closet. A binder of all MSDS sheets must be supplied to the Department of Public Works prior to the start of the contract.

## **10. Contractor's Employees**

- 10.1. Employees of the selected contractor assigned to county facilities must pass and maintain a County of San Mateo Department of Justice fingerprint/ background clearance performed by the County of San Mateo Sheriff's Department. The cost of the Department of Justice clearance is the responsibility of the contractor. Contract employees will not be permitted to begin work prior to DOJ clearance.
- 10.2. Selected contractor must provide a list of names of each proposed employee to the Department of Public Works 30 days prior to the assignment of any employee.
- 10.3. Contract employees will be required to meet with the County of San Mateo Building Services Manager, once prior to starting their assignment.

## **11. Inspections**

- 11.1. Contractor is responsible to provide the County of San Mateo with written inspections of each facility monthly. Inspections should be performed during the third week. Reports are to be emailed to [jvillalobos@co.sanmateo.ca.us](mailto:jvillalobos@co.sanmateo.ca.us) by the 30<sup>th</sup> of each month.



**County of San Mateo**  
**Department of Public Works**  
Building Services  
555 County Center  
Redwood City, CA 94063  
Phone: 650-363-1951 Fax: 650-216-0074

**REQUEST FOR PROPOSAL**  
**JANITORIAL SERVICES**

**LOCATION AND FREQUENCY**  
**EXHIBIT C**

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<b>LOCATION</b>	<b>FREQUENCY</b>
SMC-EPA Government Center 2415 University Avenue East Palo Alto (Approximate Sq. Ft. 55,031)	Sunday – Friday w/ midday restroom service Monday - Friday
Agricultural Commission 728 Heller Street Redwood City Approximate (Sq. Ft. 2415)	Monday - Wednesday - Friday
Weights and Measures 702 Chestnut Street Redwood City (Approximate Sq. Ft. 3120)	Monday - Wednesday - Friday
Canyon Oaks 400 Edmonds Road Redwood City (Approximate Sq. Ft. 5000)	Monday - Friday
Aging & Adult Services Warehouse 330 E. Harbor Blvd. Belmont	Monday - Wednesday - Friday
Vocational Rehabilitation Center 550 Quarry Rd. San Carlos (Approximate Sq. Ft. 38,909)	Monday - Friday
Safe Harbor (Winter Shelter) 295 North Access Road South San Francisco (Approximate Sq. Ft. 7500)	Sunday - Saturday

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**Length of Agreement:** The anticipated duration of the agreement will be for 3 years.

**Additional Requirements/Considerations:** County will provide contractors necessary forms to initiate the Live Scan Fingerprinting process.

## **SECTION V – PROPOSAL SUBMISSION REQUIREMENTS**

The proposal should be submitted in the following format:

### **A. General Instructions**

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

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

Submit one (1) complete electronic (PDF, Microsoft Word document, etc.) version of your proposal by email to [dkoenig@smcgov.org](mailto:dkoenig@smcgov.org).

Submit one (1) original and two (2) copies. All printing shall be double-sided (duplex).

### **B. Cover Letter**

Provide a one page cover letter on your letterhead which includes the address, voice and fax numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations.

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

### **C. Specified Content and Detailed Sequence of Information in the RFP**

Each proposal should include sections addressing the following information in the listed order. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the Department to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described by Section II.C, above.

### **D. Tabbing of Sections**

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

#### **TAB 1 Firm Qualifications and Experience:**

- a. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.

- b. How many full time employees (FTEs) do you plan to assign to this project if you are selected?
- c. How many people in total are employed by your company? Please delineate between employees and consultants.
- d. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

**TAB 2 Proposed Approach:**

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

- a. Describe how you will fulfill the needs of the Department included in this RFP. Please attach a project plan, if appropriate.
- b. List your needs for physical space and/or equipment at the Department during this engagement, if any, aside from space or equipment that would be provided by the Department as an obvious aspect of the requested services (for example, space to treat patients, computers to document services, etc.).
- c. Identify how you will meet all other aspects of the scope of work and related requirements listed in Section IV, above, and list any items you cannot provide.
- d. Describe the measurements/metrics/deliverables/assessments you will provide on at least an annual basis to allow the Department to assess the services you will provide.
- e. Provide information on any other pertinent services, if any, you can offer that will reduce costs or enhance the Revenue Cycle for the Department.

**TAB 3 Customer Service:**

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

**TAB 4 Claims and Violations Against Your Organization:**

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

**TAB 5 Cost to the Department for Primary Services:**

- a. Provide a detailed explanation for all costs associated with your providing the requested services if you are selected.
- b. Is travel time to the Department expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include such travel time or expenses are preferred unless the services requested require travel as part of the service.
- c. **Fill in and sign the bid sheet at Exhibit 3.**

**TAB 6 Cooperative Purchasing and Cost of Possible Additional Services:**

- a. Indicate if the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request (Yes/No). Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.
- b. List any additional services to the current service plan that you foresee could come up, if any, and list the proposed costs for such services.

**TAB 7 References:**

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

**TAB 8 Statement of Compliance with County Contractual Requirements:**

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

The County non-discrimination policy;  
The County equal employment opportunity requirements;  
County requirements regarding employee benefits;  
The County jury duty ordinance;  
The hold harmless provision;  
County insurance requirements;  
The requirements of Exhibit E (if attached); and  
All other provisions of the standard contract.

In addition, the proposer should include a statement that it will agree to have any disputes regarding any contract venued in San Mateo County or the Northern District of California.

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

**PLEASE NOTE: The sample standard contract attached to this RFP is a template and does not constitute the final agreement to be prepared for the vendor that is selected. Please do not attempt to insert missing**



**information and complete the attached sample. Once a vendor is selected, the Department will work with the selected vendor to draft a vendor-specific contract using the template. However, each proposal should address the general terms of the standard contract as outlined in this section.**

## **SECTION VI - ENCLOSURES**

- Enclosure 1. Contractor's Declaration Form
- Enclosure 2. Standard County Agreement with Independent Contractor
- Enclosure 3. Bid Sheet
- Enclosure 4. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County
- Enclosure 5. Standard County Agreement – Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended
- Enclosure 6 Facility Tour Schedule

# Enclosure 1

## 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 \_\_\_\_\_

**Enclosure 2**

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

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
[Contractor name here], hereinafter called "Contractor";

**W I T N E S S E T H:**

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

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

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

Attachment IP – Intellectual Property *(\*\*If the IP Attachment does not apply to this contract then delete this line\*\*)*

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

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County’s total fiscal obligation under this Agreement exceed [Write out amount], [\$Amount].

**4. F. Term and Termination**

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

This Agreement may be terminated by Contractor, the [Name of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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.

**5. Availability of Funds**

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

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless:**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof 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 the County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

**10. Compliance with laws; payment of Permits/Licenses**

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

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

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. G. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and 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.

**13. Retention of Records, Right to Monitor and Audit**



**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

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

**In the case of County, to:**

**In the case of Contractor, to:**

**SAMPLE  
DRAFT**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

[Contractor Name Here]

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

Long Form Agreement/Non Business Associate v 8/19/08

### Enclosure 3 – Bid Sheet

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In consideration of the services provided proposer submits the following fee schedule

Area	Facility Code	Location	Proposed Fee
1	F18352	SMC-EPA Government Center 2415 University Avenue East Palo Alto	
2	F29111	Agricultural Commission 728 Heller Street Redwood City	
2	F29091	Weights and Measures 702 Chestnut Street Redwood City	
2	F39123	Canyon Oaks 400 Edmonds Road Redwood City	
2	F39431	Aging & Adult Services 330 E. Harbor Blvd. Belmont	
3	- F08075	Voc. Rehabilitation Center 550 Quarry Rd. San Carlos	
3	F90674	Safe Harbor (Winter Shelter) 295 North Access Road South San Francisco	
4	-	-	

Proposer: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Enclosure 4. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County

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)*

**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)*



## Enclosure 5

### ATTACHMENT I

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

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

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

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

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

**I certify that the above information is complete and correct to the best of my knowledge**

**Signature:**

**Title of Authorized Official:**

**Date:**

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## Enclosure 6 Facility Tour Schedule

Meeting location will be the main entrance to the facility being toured.

LOCATION	DATE/TIME
SMC-EPA Government Center 2415 University Avenue East Palo Alto (Approximate Sq. Ft. 55,031)	Tues, March 10, 2015 at 9:00 AM
Agricultural Commission 728 Heller Street Redwood City Approximate (Sq. Ft. 2415)	Tues, March 10, 2015 at 10:00 AM (appx)
Weights and Measures 702 Chestnut Street Redwood City (Approximate Sq. Ft. 3120)	Tues, March 10, 2015 at 10:30 AM (appx)
Canyon Oaks 400 Edmonds Road Redwood City (Approximate Sq. Ft. 5000)	Tues, March 10, 2015 at 11:00 AM (appx)
Aging & Adult Services Warehouse 330 E. Harbor Blvd. Belmont	Wed, March 11, 2015 at 9:00 AM
Vocational Rehabilitation Center 550 Quarry Rd. San Carlos (Approximate Sq. Ft. 38,909)	Wed, March 11, 2015 at 9:30 AM (appx)
Safe Harbor (Winter Shelter) 295 North Access Road South San Francisco (Approximate Sq. Ft. 7500)	Wed, March 11, 2015 at 10:30 AM (appx)