

# REQUEST FOR PROPOSALS



Property Cleaning Services

January 1, 2017—June 30, 2020

County of San Mateo Health System  
Aging and Adult Services

Release Date: September 16, 2016

RFP #2016-01

Responses must be received by  
Friday 4:00 p.m. Pacific Standard Time  
On October 21, 2016

**REQUEST FOR PROPOSALS  
FOR  
Property Cleaning Services**

Interested vendors must register online with the County at  
[www.publicpurchase.com](http://www.publicpurchase.com)

Proposals must be submitted electronically to  
[www.publicpurchase.com](http://www.publicpurchase.com)

**By 4:00 p.m. Pacific Time on October 21, 2016**

**PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME**

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

Government Code Sections 6250 *et seq.*, the California Public 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.

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## **SECTION I – GENERAL INFORMATION**

### **A. STATEMENT OF INTENT**

As outlined in more detail in Section II – Scope of Work, this Request for Proposals (RFP) seeks a provider of Property Cleaning Services. The target start date and term for the proposed services is January 1, 2017, subject to negotiation of a final agreement.

### **B. BACKGROUND**

Aging and Adult Services (AAS): San Mateo County AAS is a division of the San Mateo County Health System. The Division provides a wide range of services to assist seniors, people with disabilities and dependent adults to live as safely and independently as possible in the community. AAS's overall goal is to develop an integrated long-term supportive services system for older adults and adults with disabilities that is person centered and responsive to the individual needs of older adults and adults with disabilities, focused on coordinated home and community based services to maintain individuals in community settings and flexible in its use of resources while reducing administrative duplication, complexity and fragmentation. The Division provides direct services which include centralized intake and referral; assessment and consultation; protective and supportive services and case management. The two main programs this contract will support and their descriptions are below:

**San Mateo County Public Guardian/Conservatorship Program:** Deputy Public Guardians/Conservators (DPGs) coordinate the care, including the arrangement of placement and treatment, and manage the income and assets of frail elderly and gravely disabled persons under the jurisdiction of the Public Guardian as appointed by the Superior Court. The DPG arranges for the person's care and protection and coordinates services to meet ongoing needs such as health care, meals, personal care and housekeeping.

**San Mateo County Public Administrator Program:** Deputy Public Administrators serve the public by investigating and administering the estates of persons who die with no will or without an appropriate person willing or able to act as administrator. The Public Administrator's primary duties are to protect the decedent's property from waste, loss or theft; make appropriate burial arrangements; conduct thorough investigations to discover all assets; liquidate assets at public sale or distribute assets to heirs; pay the decedent's bills and taxes and locate persons entitled to inherit from the estate and ensure that these individuals receive their inheritance. The Public Administrator acts under the authority of the Superior Court.

### **C. THE REQUEST FOR PROPOSAL PROCESS**

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers ("Proposers"). The County of San Mateo seeks by way of this RFP to obtain the listed services in a manner that maximizes the quality

of services while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to 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 – SCOPE OF WORK**

### **A. DESCRIPTION**

The property cleaning services to be provided are listed on but not limited to the Attachment 1: Description of Services found in Section VI. These services are for the Public Guardian/Conservatorship Program and the Public Administrator Program.

Populations served: The services provided are primarily for clients of the Public Guardian/Conservatorship Program and decedent cases of the Public Administrator Program. Provider will collaborate with the Estate Property Management staff for the coordination of cleaning services.

#### **Additional Requirements/Considerations:**

**Description of Funding:** Payment for services under any contract resulting from this RFP are from County funds that are subsequently reimbursed from client estates.

**Fiscal Requirements:** Contractor will be required to submit invoices based on actual expenses incurred for each separate property cleaned.

**Monitoring Requirements:** Contract awardees will be monitored at least annually by AAS staff. Specific areas of business/performance will be addressed during contract negotiations.

**Elder Abuse:** Contractor's staff is required to promptly report all suspected cases of abuse or neglect of elders and dependent adults to AAS.

**Confidentiality:** The confidentiality of all clients shall be protected. No client-related information shall be released by the Contractor without the written consent of the client. All Contractors are required to be compliant with guidelines set forth in the Health Insurance Portability and Accountability Act.

**Disaster Plan:** All Contractors must be prepared to respond at the time of a disaster and to develop a plan for the continuation or restoration of services after a disaster. Each contracted agency must have a written Disaster Plan in place that is verifiable during the contract monitoring process. Contractor staff and volunteers should be prepared to activate the plan in a declared emergency. The plan must include

information on designated staff that will contact AAS in case of an emergency and report the status of your agency's physical plant and ability to provide services.

Agreement requirements are detailed in the Sample Agreement and Attachments in Section VII. Unless objections are clearly stated, the County will assume that Proposer will comply with all the requirements of the sample agreement.

## **B. LENGTH OF AGREEMENT**

The anticipated duration of the agreement will be for three and one-half years, with the term tentatively to begin January 1, 2017 and end June 30, 2020.

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

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

**Proposal Costs.** Costs for developing proposals are entirely the responsibility of the Proposer and shall not be charged to the County or otherwise reimbursed by the County.

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

**Questions and Responses Process.** Submit all questions relating to this RFP to the designated questions field associated with this RFP at [publicpurchase.com](http://publicpurchase.com).

All questions must be received no later than 4:00 p.m. on Friday, October 7, 2016.

All questions and responses will be posted to [publicpurchase.com](http://publicpurchase.com).

If changes to the RFP are warranted, they will be posted to the [publicpurchase.com](http://publicpurchase.com) website. It is the responsibility of each Proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A Proposer's failure to do so will not provide a ground for protest.

**Proposer Information Conference.** All interested parties are invited to participate in a non-mandatory informational session that will be held as follows:

Monday, September 26, 2016  
1:30--2:30 pm  
County of San Mateo  
225 37<sup>th</sup> Avenue, San Mateo, CA 94403  
**Conference Room 137**

During the Proposer Information Conference, the County may respond to questions received prior to the Conference. The County may choose to provide additional information following the Conference.

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

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

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

**Selection of Provider(s).** The selection of a provider will be memorialized in the form of a "County Agreement with Independent Contractor" (see the enclosed sample template), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County's waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the Proposer from full compliance with any eventual contract.

Once a provider is selected, the Agreement with that provider 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 provider 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.

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

**Jury Duty.** The contractor must comply with the 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 from the employee's regular pay the fees received for jury service. See the Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County enclosure. If the Proposer has no employees that qualify for jury duty in San Mateo County, the Proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

**Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the 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 maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

**Incomplete Proposals May be Rejected.** If a Proposer fails to satisfy any of the requirements identified in this RFP, the Proposer may be considered non-responsive and the proposal may be rejected.

**Contact With County Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all Proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any Proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.



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

**Group Purchasing Organization Participation.** Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered a viable provider for the listed services. The County reserves the right to use a GPO provider if doing so is in the County's best interest, as determined solely by the County, even if that provider does not submit a proposal in response to this RFP.

**Travel Costs.** If the services requested will require you or your employees to travel to the Bay Area, and if the County opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. may be reimbursable on an actual-cost basis. You should not assume that the County will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs if applicable. Travel costs should be minimized or eliminated in order for a proposal to be competitive.

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

## **SECTION IV – REQUEST FOR PROPOSALS PROCEDURE**

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

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

<b>EVENT</b>	<b>DATE</b>
Release Request for Proposals	September 16, 2016
Proposer's Conference	September 26, 2016
Questions Submitted to County Deadline	October 7, 2016
Release Responses to Questions	October 14, 2016
Proposal Deadline	October 21, 2016
Formal Review of Proposals <sup>(1)</sup>	November 4, 2016
Protest Deadline <sup>(1)</sup>	November 30, 2016
Recommendation to Board of Supervisors <sup>(1)</sup>	January 17, 2017

**(1) Dates are subject to change**

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

**Provider/Service Provider Registration:** Providers/service providers interested in responding to this RFP must register online with the County of San Mateo at [www.publicpurchase.com](http://www.publicpurchase.com). The County will not be held responsible for, or held liable for registration errors.

**Proposal:** The RFP response will be submitted electronically to [www.publicpurchase.com](http://www.publicpurchase.com) by 4:00 p.m. Pacific Standard Time on October 21, 2016.

All responses must be received by the stated date and time in order to be considered for award. The County will not be responsible for and may not accept late proposals due to slow internet connection, or for any other electronic failure (including but not limited to information transmission and internet connectivity failures) of the [publicpurchase.com](http://www.publicpurchase.com) system.

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

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

### **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 materials submitted in response to this RFP are subject to the California Public Records Act.

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

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

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

### **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 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.

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

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization
- Cost to the County for the primary services described by this RFP
- References
- Compliance with County RFP and contractual requirements

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

Note that the County reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

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

#### **E. PROPOSAL RECOMMENDATION**

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

## **F. NOTICE TO PROPOSERS**

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

## **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 as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Proposer and the RFP number, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

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

Lisa Mancini,  
Director, Aging and Adult Services  
[lmancini@smcgov.org](mailto:lmancini@smcgov.org)  
[hs\\_AAS\\_Contracts@smcgov.org](mailto:hs_AAS_Contracts@smcgov.org)  
Facsimile: 650-573-2310

## **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, and/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 and any required attachments to the County via [www.publicpurchase.com](http://www.publicpurchase.com) per the instructions found on the [publicpurchase.com](http://publicpurchase.com) website.

## **B. COVER LETTER**

Provide a one page cover letter on your letterhead that includes the address, voice and facsimile numbers, and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the Proposer in negotiations.

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

## **D. TABBING OF SECTIONS**

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

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full time employees (FTEs) do you plan to assign to this project if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and consultants.
- 4) If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

## **TAB 2 Philosophy and Service Model:**

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

- 1) Describe how you will fulfill the needs of the County described in this RFP. Attach a project plan, if appropriate.
- 2) List your needs for physical space and/or equipment at the County during this engagement, if any, aside from space or equipment that would be provided by the County as an obvious aspect of the requested services (for example, space to treat patients, computers to document services, etc.).
- 3) Identify how you will meet all other aspects of the scope of work and related requirements stated above. List any items that you cannot provide.
- 4) Describe the measurements/metrics/deliverables/assessments that you will provide on at least an annual basis to allow the County to assess the services you will provide.
- 5) Provide information on any other pertinent services, if any, that you will offer that will reduce costs or enhance revenue for the County.

## **TAB 3 Customer Service:**

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

## **TAB 4 Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization:**

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

### **TAB 5 Cost Analysis and Budget for Primary Services:**

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

### **TAB 6 Cooperative Purchasing:**

- 1) State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.
- 2) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

### **TAB 7 Quality/Program Evaluation:**

Each program may have specific quality/evaluation issues, below are some examples:

- 1) Describe the Quality Improvement plan. The plan should include a description of utilization review, co-occurring capability development, medication monitoring, case documentation, peer review, and other issues pertaining to quality improvement mandates and policies.
- 2) Describe a contingency emergency plan.
- 3) Describe credentialing/licensing.

### **TAB 8 References:**

- 1) List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.
- 2) Provide at least three client/patient references, if applicable and appropriate, for whom you have provided more than occasional services. Include names, titles, e-mail addresses and phone numbers for these individuals.

### **TAB 9 Statement of Compliance with County Contractual Requirements:**

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



- 1) The County non-discrimination policy
- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) All other provisions of the standard contract

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

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

**NOTE:** The sample standard contract enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service provider. Do not insert any information or attempt to complete the enclosed sample contract template. Once a provider is selected, the County will work with the selected provider to draft a provider-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

## **SECTION VI – ENCLOSURES**

Enclosure 1 Standard County Agreement template with Contractor

Enclosure 2 Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County

Enclosure 3 Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

Enclosure 4 Attachment 1: Description of Services

## Attachment 1

### Property Cleaning Services

#### Description of Services

Services include, but are not limited to, general cleaning; hauling of debris from inside homes and garages and from surrounding property; removal of animal and human waste, if any; searching for specific items of value; keeping an inventory of certain categories of items removed; yard cleaning, including trimming and fence repair; and securing of property when finished with work.

Contractor shall provide the services necessary to bring subject premises to a condition acceptable to AAS. The range of services include the following:

- A. Respond and initiate services to urgent requests involving an immediate hazard or emergency situation within 24 hours;

For non-urgent requests, generally respond and initiate services within 48 hours of request;

Smaller cleaning jobs that do not involve hazardous or emergency situations may require less stringent response timelines;

- B. Clean rodent and flea-infested, feces-damaged, and hoarding environment houses;
- C. Remove animal and human waste from the site;
- D. Provide yard cleaning and hauling (may include trimming trees, fence repairs, etc.);
- E. Provide services that include cleaning out refrigerators, bathrooms and kitchens, carpet removal, boarding windows, etc.;
- F. Identify and protect items of value, e.g., antiques, collectibles, and other sellable items. These items are to be returned back to the County within 24 hours of discovery. All other items are to be disposed of;
- G. Provide both gross cleaning, major scrubbing and washing services, as well as more general surface house cleaning services (e.g., those needed to prepare a house for sale);

- H. Use a standard and detailed estimate format with itemized estimates for each job;
- I. Use the contractor's own equipment for each job (i.e., equipment needs are the responsibility of the contractor, and rental or purchase of equipment is not to be part of the bid; the only exception is the rental of a debris box);
- J. Provide a written estimate that lists the specific task categories and that summarizes the cost by crew hours (a crew is defined as five workers and one supervisor), and any other additional costs (e.g., debris box). A beginning and ending date will be part of the estimate. Estimates must be accepted by the County prior to the commencement of work on any house. Upon acceptance of the estimate, any job order changes will require agreement by the County and written approval prior to billing;
- K. Provide a detailed invoice that includes actual costs directly correlated to the accepted estimate;
- L. Provide billings in compliance with Court accounting policy and principles; and
- M. Meet County staff at the work site for an initial walk-through and an assessment of specifics relevant to each job assignment, as well as a walk-through upon completion of the assignment.

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

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

\* \* \*

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

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

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

**1. Exhibits and Attachments**

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance

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

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

**3. Payments**

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

**4. Term**

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

## **5. Termination**

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

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

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

## **6. Contract Materials**

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

## **7. Relationship of Parties**

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

## **8. Hold Harmless**

### **a. General Hold Harmless**

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

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

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

**9. Assignability and Subcontracting**

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

**10. Insurance**

**a. General Requirements**

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

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

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

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury,

including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

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

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

**11. Compliance With Laws**

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

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

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

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political

beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

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

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

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

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

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

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

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of



allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

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

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

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

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

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

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

**15. Merger Clause; Amendments**

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

**16. Controlling Law; Venue**

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

**17. Notices**

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

In the case of County, to:

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

In the case of Contractor, to:

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

**18. Electronic Signature**

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

**19. Payment of Permits/Licenses**

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

\* \* \*

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

For Contractor: **[SERVICE PROVIDER COMPANY NAME]**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**Exhibit A**

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

SAMPLE

**Exhibit B**

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

SAMPLE

### **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)



# 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."